

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

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In re: : Chapter 11

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HERITAGE HOME GROUP LLC, et al., : Case No. 18-11736 (KG)

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Debtors.¹ : Jointly Administered

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: **Hearing Date: August 27, 2018 at 1:30 p.m. (ET)**

: **Objection Deadline: August 20, 2018 at 4:00 p.m. (ET)**

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**APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER
AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF
KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE
ADVISOR FOR THE DEBTORS, *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this application (this “Application”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), approving the services agreement (the “Services Agreement”) between the Debtors and Kurtzman Carson Consultants LLC (“KCC”) and authorizing the employment and retention of KCC, *nunc pro tunc* to the Petition Date (as defined below) as administrative advisor for the Debtors in connection with these chapter 11 cases. In support of this Application, the Debtors rely upon the Declaration of Robert Jordan (the “Jordan Declaration”),

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, as applicable, are: Heritage Home Group LLC (9506); HH Global II B.V. (0165); HH Group Holdings US, Inc. (7206); HHG Real Property LLC (3221); and HHG Global Designs LLC (1150). The Debtors’ corporate headquarters is located at 1925 Eastchester Drive, High Point, North Carolina 27265.



attached hereto as **Exhibit B**. In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Application to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The statutory and legal predicates for the relief sought herein are section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1.

BACKGROUND

4. On July 29, 2018 (the "Petition Date"), the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committee has been appointed or designated.

5. On July 31, 2018, the Court entered an order [Docket No. 37] authorizing the joint administration of the Debtors' chapter 11 cases.

6. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to these chapter 11 cases is set forth in the *Declaration of Robert D.*

Albergotti in Support of Chapter 11 Petitions and First-Day Motions [Docket No. 12] (the “First Day Declaration”).

7. On the Petition Date, the Debtors filed an application to employ KCC as their claims and noticing agent pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(f) [Docket No. 3] (the “Section 156(c) Application”), which was approved by the Court on August 31, 2018 [Docket No. 38]. Given that the administration of these chapter 11 cases will require KCC to perform duties outside the scope of 28 U.S.C. § 156(c), the Debtors supplement the Section 156(c) Application with this Application.

RELIEF REQUESTED

8. By this Application, the Debtors request the Court enter the Proposed Order, authorizing and approving the retention of KCC as administrative advisor for the Debtors in these chapter 11 cases, *nunc pro tunc* to the Petition Date, pursuant to the Services Agreement attached hereto as **Exhibit C** and incorporated by reference herein.

KCC’S QUALIFICATIONS AND SERVICES

A. KCC’s Qualifications

9. KCC specializes in providing comprehensive chapter 11 administrative services, including noticing, claims processing, balloting, and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has substantial experience in matters of this size and complexity, and has acted as administrative advisor or official claims and noticing agent in many large bankruptcy cases filed in this district. *See, e.g., In re Tintri, Inc.*, Case No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); *In re The Walking Co. Holdings, Inc.*, Case No. 18-10474 (LSS) (Bankr. D. Del. Mar. 8, 2018); *In re Rand Logistics, Inc.*, Case No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); *In re ExGen Tex. Power, LLC*, Case No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); *In re TerraVia Holdings, Inc.*, Case No. 17-11655 (CSS) (Bankr. D. Del.

Aug. 2, 2017); *In re Prospector Offshore Drilling S.a r.l.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Jul. 20, 2017); *In re Keystone Tube Co., LLC (A.M. Castle & Co.)*, Case No. 17- 11330 (LSS) (Bankr. D. Del. Jun. 18, 2017); *In re Sungevity, Inc.*, Case No. 17-10561 (KG) (Bankr. D. Del. Mar. 15,2017); *In re Aquion Energy, Inc.*, Case No. 17-10500 (KJC) (Bankr. D. Del. Mar. 8, 2017); *In re EO Liquidating, LLC (f/k/a Eastern Outfitters, LLC)*, Case No. 17-10243 (LSS) (Bankr. D. Del. Feb. 5, 2017); *In re Modular Space Holdings, Inc.*, Case No. 16-12825 (KJC) (Bankr. D. Del. Dec. 21, 2016); *In re FIAC Corp. (f/k/a IMX Acquisition Corp.)*, Case No. 16-12238 (BLS) (Bankr. D. Del. Oct. 10, 2016); *In re Chaparral Energy, Inc.*, Case No. 16-11144 (LSS) (Bankr. D. Del. May 9, 2016); and *In re Vestis Retail Group, LLC*, Case No. 16-10971 (CSS) (Bankr. D. Del. Apr. 19, 2016).

B. Services to be Provided²

10. In particular, pursuant to the Services Agreement and this Application, the Debtors seek to retain KCC to provide, among other things, the following bankruptcy administrative services, if and to the extent requested:

- a. assisting with, among other things, solicitation, balloting, and tabulation and calculation of votes, as well as preparing any appropriate reports, as required in furtherance of confirmation of chapter 11 plan(s) in these cases;
- b. generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;
- c. gathering data in conjunction with the preparation, and assisting with the preparation, of the Debtors' schedules of assets and liabilities and statements of financial affairs;
- d. providing a confidential data room;
- e. managing any distributions pursuant to a confirmed chapter 11 plan; and

² This summary is for convenience purposes only. To the extent that the summary conflicts with the Services Agreement, the Services Agreement shall govern.

- f. providing such other claims processing, noticing, solicitation, balloting, and administrative services described in the Services Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors.

C. Compensation

11. The fees KCC will charge in connection with its services to the Debtors are set forth in the Services Agreement. The Debtors respectfully submit that KCC's rates are competitive and comparable to the rates KCC's competitors charge for similar services. Furthermore, the Debtors believe KCC's rates are reasonable given the quality of KCC's services and KCC's prior bankruptcy expertise. Additionally, KCC will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Services Agreement.

12. Prior to the Petition Date, the Debtors provided KCC a retainer in the amount of \$20,000. Although certain expenses and fees may have been incurred but not yet applied to the retainer, such amounts, if any, would be less than the balance of the retainer as of the Petition Date. KCC seeks to hold such retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

13. KCC intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the services it provides pursuant to this Application, as administrative advisor in these chapter 11 cases, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and further orders of the Court.

D. Bankruptcy Rule 2014 Disclosures

14. The Jordan Declaration represents that, to the best of KCC's knowledge, KCC is not connected with the Debtors, their creditors, other parties-in-interest, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), or any person employed by

the U.S. Trustee, and that to the best of KCC's knowledge, after due inquiry, KCC does not, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, hold or represent any interest materially adverse to the Debtors, their estates, or any class of creditors or equity interest holders with respect to the matters upon which it is to be engaged. Based upon the Jordan Declaration, KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

BASIS FOR RELIEF

15. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

16. Bankruptcy Rule 2014(a) requires that an application for retention include:

specific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, and proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

17. To help manage administrative tasks with respect to the thousands of creditors, equity security holders, and other parties in interest that are expected to be involved in the Debtors' chapter 11 cases, and given the complexity of these cases, the Debtors seek an order

appointing KCC as the administrative advisor in these chapter 11 cases pursuant to sections 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014-1.

18. For the above reasons, the Debtors submit that KCC's employment is necessary and in the best interests of the Debtors and their estates.

NOTICE

19. Notice of this Application has been provided to: (i) the U.S. Trustee; (ii) PNC Bank, National Association, in its capacity as Pre-Petition Agent and DIP Agent; (iii) KPS Special Situations Fund III (A), L.P., in its capacity as Pre-Petition Term Agent; (iv) the parties included on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions; and (v) those parties who have filed formal requests for notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors request entry of the Proposed Order, granting the relief requested herein and such other and further relief as is just and proper.

Dated: August 6, 2018

Heritage Home Group LLC, *et al.*

/s/ Robert D. Albergotti

Robert D. Albergotti
Chief Restructuring Officer and Interim Chief
Financial Officer

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

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In re: : Chapter 11

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HERITAGE HOME GROUP LLC, et al., : Case No. 18-11736 (KG)

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Debtors.¹ : Jointly Administered

:

: **Hearing Date: August 27, 2018 at 1:30 p.m. (ET)**

: **Objection Deadline: August 20, 2018 at 4:00 p.m. (ET)**

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NOTICE OF APPLICATION

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) COUNSEL TO PNC BANK, NATIONAL ASSOCIATION, IN ITS CAPACITY AS PRE-PETITION AGENT AND DIP AGENT; (III) COUNSEL TO KPS SPECIAL SITUATIONS FUND III (A), L.P., IN ITS CAPACITY AS PRE-PETITION TERM AGENT; (IV) THE PARTIES INCLUDED ON THE DEBTORS’ CONSOLIDATED LIST OF THIRTY (30) LARGEST UNSECURED CREDITORS, AS FILED WITH THE DEBTORS’ CHAPTER 11 PETITIONS; AND (V) ALL PARTIES WHO HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO BANKRUPTCY RULE 2002.

The above captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the attached **Application of the Debtors for Entry of an Order Authorizing and Approving the Employment and Retention of Kurtzman Carson Consultants LLC as Administrative Advisor for the Debtors, Nunc Pro Tunc to the Petition Date** (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Application must be filed on or before **August 20, 2018 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, copies of any responses or objections to the Application must be served upon the proposed undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, as applicable, are: Heritage Home Group LLC (9506); HH Global II B.V. (0165); HH Group Holdings US, Inc. (7206); HHG Real Property LLC (3221); and HHG Global Designs LLC (1150). The Debtors’ corporate headquarters is located at 1925 Eastchester Drive, High Point, North Carolina 27265.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON AUGUST 27, 2018 AT 1:30 P.M. (ET) BEFORE THE HONORABLE KEVIN GROSS IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE APPLICATION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.

Dated: August 6, 2018
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Ashley E. Jacobs

Pauline K. Morgan (No. 3650)
Kenneth J. Enos (No. 4544)
Jaime Luton Chapman (No. 4936)
Ashley E. Jacobs (No. 5635)
Shane M. Reil (No. 6195)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

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

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In re:	:	Chapter 11
	:	
HERITAGE HOME GROUP LLC, et al.,	:	Case No. 18-11736 (KG)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	RE: Docket No. _____
	X	

**ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION
OF KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE
ADVISOR FOR THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the application (the “Application”)² of the above-captioned affiliated debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the retention of KCC as administrative advisor in these chapter 11 cases effective as of the Petition Date; and upon consideration of the Jordan Declaration and the First Day Declaration; and due and proper notice of the Application having been given; and it appearing that no other or further notice of the Application is required; and it appearing that the Court has jurisdiction to consider the Application in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court being satisfied based on the representations made in the Application and the Jordan Declaration that KCC is disinterested as

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² Capitalized terms used but not defined herein have the meanings given to them in the Application.

that term is defined under section 101(14) of the Bankruptcy Code; and it appearing that the relief requested in the Application and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED**, as set forth herein.
2. The Debtors are authorized to employ and retain KCC as their administrative advisor in accordance with the terms and conditions set forth in the Application and Services Agreement, effective as of the Petition Date.
3. KCC shall apply to this Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred in these cases under the Application after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and further orders of this Court.
4. The Debtors shall indemnify KCC under the terms of the Services Agreement, as modified by paragraphs 5, 6, and 7 below.
5. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, the Application, and this Order unless such additional services and the indemnification, contribution, or reimbursement therefor are approved by this Court.
6. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from KCC's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach

of KCC's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii) but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.

7. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) or (ii) the entry of an order closing these cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, KCC must file an application for such amounts in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

8. Notwithstanding any provision in the Services Agreement to the contrary, the liability of KCC shall not be limited to the total amount of fees billed or received by KCC.

9. The portion of paragraph II.E of the Services Agreement addressing late charges shall be null, void, and of no further force and effect for postpetition services rendered by KCC.

10. Notwithstanding anything to the contrary in the Services Agreement, including section VIII, by this Order, the Court is not authorizing KCC to establish accounts with financial institutions on behalf of the Debtors.

11. Notwithstanding any provision in the Services Agreement to the contrary, KCC's entitlement to attorney's fees shall not include any fees incurred defending any fee applications as may be filed in these chapter 11 cases.

12. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

13. The Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

14. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: August ____, 2018
Wilmington, Delaware

KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Jordan Declaration

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

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In re: : Chapter 11

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HERITAGE HOME GROUP LLC, et al., : Case No. 18-11736 (KG)

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Debtors.¹ : Jointly Administered

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**DECLARATION OF ROBERT JORDAN IN SUPPORT OF THE APPLICATION OF
THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING AND APPROVING
THE EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS
LLC AS ADMINISTRATIVE ADVISOR FOR THE DEBTORS, *NUNC
PRO TUNC TO THE PETITION DATE***

Robert Jordan, being duly sworn, deposes and states:

1. I am the Managing Director of Corporate Restructuring Services at Kurtzman Carson Consultants LLC (“KCC”), whose offices are located at 2335 Alaska Avenue, El Segundo, CA 90245.

2. I am authorized to submit this declaration (the “Declaration”) in support of the *Application of the Debtors for Entry of an Order Authorizing and Approving the Employment and Retention of Kurtzman Carson Consultants LLC as Administrative Advisor for the Debtors, Nunc Pro Tunc to the Petition Date* (the “Application”).²

KCC’S QUALIFICATIONS

3. KCC specializes in providing comprehensive chapter 11 administrative services, including noticing, claims processing, balloting, and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has substantial experience in matters

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, as applicable, are: Heritage Home Group LLC (9506); HH Global II B.V. (0165); HH Group Holdings US, Inc. (7206); HHG Real Property LLC (3221); and HHG Global Designs LLC (1150). The Debtors’ corporate headquarters is located at 1925 Eastchester Drive, High Point, North Carolina 27265.

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Application.

of this size and complexity, and has acted as administrative advisor or official claims and noticing agent in many large bankruptcy cases filed in this district. *See, e.g., In re Tintri, Inc.*, Case No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); *In re The Walking Co. Holdings, Inc.*, Case No. 18-10474 (LSS) (Bankr. D. Del. Mar. 8, 2018); *In re Rand Logistics, Inc.*, Case No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); *In re ExGen Tex. Power, LLC*, Case No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); *In re TerraVia Holdings, Inc.*, Case No. 17-11655 (CSS) (Bankr. D. Del. Aug. 2, 2017); *In re Prospector Offshore Drilling S.a r.l.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Jul. 20, 2017); *In re Keystone Tube Co., LLC (A.M. Castle & Co.)*, Case No. 17-11330 (LSS) (Bankr. D. Del. Jun. 18, 2017); *In re Sungevity, Inc.*, Case No. 17-10561 (KG) (Bankr. D. Del. Mar. 15, 2017); *In re Aquion Energy, Inc.*, Case No. 17-10500 (KJC) (Bankr. D. Del. Mar. 8, 2017); *In re EO Liquidating, LLC, (f/k/a Eastern Outfitters, LLC)*, Case No. 17-10243 (LSS) (Bankr. D. Del. Feb. 5, 2017); *In re Modular Space Holdings, Inc.*, Case No. 16-12825 (KJC) (Bankr. D. Del. Dec. 21, 2016); *In re FIAC Corp. (f/k/a IMX Acquisition Corp.)*, Case No. 16-12238 (BLS) (Bankr. D. Del. Oct. 10, 2016); *In re Chaparral Energy, Inc., et al.*, Case No. 16-11144 (LSS) (Bankr. D. Del. May 9, 2016); and *In re Vestis Retail Group, LLC*, Case No. 16-10971 (CSS) (Bankr. D. Del. Apr. 19, 2016).

SERVICES TO BE PROVIDED

4. Pursuant to the Services Agreement KCC will provide, among other things, the following bankruptcy administrative services, if and to the extent requested:
 - a. assisting with, among other things, solicitation, balloting, and tabulation and calculation of votes, as well as preparing any appropriate reports, as required in furtherance of confirmation of chapter 11 plan(s) in these cases;
 - b. generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;

- c. gathering data in conjunction with the preparation, and assisting with the preparation, of the Debtors' schedules of assets and liabilities and statements of financial affairs;
- d. providing a confidential data room;
- e. managing any distributions pursuant to a confirmed chapter 11 plan; and
- f. providing such other claims processing, noticing, solicitation, balloting, and administrative services described in the Services Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors.

COMPENSATION

5. The fees KCC will charge in connection with its services to the Debtors are set forth in the Services Agreement. KCC believes that its rates are competitive and comparable to the rates KCC's competitors charge for similar services. Additionally, KCC will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Services Agreement.

6. Prior to the Petition Date, the Debtors provided KCC a retainer in the amount of \$20,000. Although certain expenses and fees may have been incurred but not yet applied to the retainer, such amounts, if any, would be less than the balance of the retainer as of the Petition Date. KCC seeks to hold such retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

7. KCC intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the services it provides pursuant to the Application, as administrative advisor in these chapter 11 cases, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and further orders of the Court.

DISINTERESTEDNESS

8. KCC is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, in that KCC and its professional personnel:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of these cases, directors, officers, or employees of the Debtors; and
- c. do not have an interest materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

9. If KCC’s proposed retention is approved by the Court, KCC will not accept any engagement or perform any service for any entity or person related to these cases, other than the Debtors, without the prior approval of the Court. KCC may, however, provide professional services to entities or persons that may be creditors or parties in interest in these cases, which services do not relate to, or have any direct connection with, these cases or the Debtors.

10. KCC represents, among other things, that:

- a. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Administrative Advisor;
- b. by accepting employment in these chapter 11 cases, KCC waives any right to receive compensation from the United States government in its capacity as Administrative Advisor;
- c. in its capacity as Administrative Advisor, KCC will not be an agent of the United States and will not act on behalf of the United States; and
- d. KCC will not employ any past or present employees of the Debtors in connection with its work as Administrative Advisor in these chapter 11 cases.

11. In connection with the preparation of this Declaration, I caused to be submitted for review by KCC’s conflicts system the names of all known potential parties in

interest (the “Potential Parties in Interest”) in these chapter 11 cases. The list of Potential Parties in Interest is attached hereto as Schedule I. The results of the conflict check were compiled and reviewed by employees of KCC under my supervision.

12. To the best of my knowledge, neither KCC nor any of its personnel have any relationship with the Debtors that would impair KCC’s ability to serve as Administrative Advisor. The Debtors have many creditors, and accordingly, KCC may have rendered and may continue to render services to certain of these creditors. KCC has not and will not represent the separate interests of any such creditor in these cases, and given its neutral position as claims and noticing agent or administrative advisor in many cases, KCC does not view such relationships as real or potential conflicts. Additionally, KCC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of KCC’s employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors’ services.

13. In addition, to the best of my knowledge, information, and belief and in accordance with Bankruptcy Rule 5002, neither I nor any personnel at KCC is a relative of the United States Bankruptcy Judge assigned to these chapter 11 cases, and KCC does not have a connection with such United States Bankruptcy Judge that would render its retention in these chapter 11 cases improper. Further, in accordance with Bankruptcy Rule 2014, KCC does not have any connection with the Office of the United States Trustee (the “U.S. Trustee”) or any persons employed by the U.S. Trustee.

14. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business

unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that is materially adverse to the Debtors' estates or any class of creditors or equity security holders.

15. To the best of my knowledge and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

16. Should KCC discover any relevant facts or relationships bearing on the matters described herein, KCC will use reasonable efforts to promptly file a supplemental declaration with the Court.

INDEMNIFICATION

17. As part of the overall compensation payable to KCC under the terms of the Services Agreement, KCC is entitled to certain indemnification obligations, which are described in detail in the Services Agreement. Specifically, the Services Agreement provides that the Debtors will indemnify and hold harmless KCC, its subcontractors, and their respective personnel under certain circumstances specified in the Services Agreement. KCC has, however, agreed to the modifications described in the proposed order attached as Exhibit A to the Application.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: August 6, 2018

Robert F. J.

/s/

Robert Jordan

Managing Director, Corporate Restructuring Services
Kurtzman Carson Consultants LLC

SCHEDULE I

Potential Parties in Interest

Heritage Home Group, LLC
Interested Parties List
7/18/2018

Creditor Type	Creditor Name
Bankruptcy Judge	Brendan L. Shannon
Bankruptcy Judge	Christopher S. Sontchi
Bankruptcy Judge	Kevin Gross
Bankruptcy Judge	Kevin J. Carey
Bankruptcy Judge	Laurie Selber Silverstein
Bankruptcy Judge	Mary F. Walrath
Banks	Bank of America
Banks	HSBC
Banks	PNC Bank, National Association
Banks	WELLS FARGO EQUIP FINANCE MFG SVC GROUP
Bondholder	KPS CAYMAN MGMT III LTD
Clerk	Una O'Boyle
Client/Affiliate	Heritage Home Group Corporate Trust
Client/Affiliate	Heritage Home Group LLC
Client/Affiliate	HH Global I B.V.
Client/Affiliate	HH Group Asia Limited
Client/Affiliate	HH Group de Mexico S. de R.L. de C.V.
Client/Affiliate	HH GROUP EXPORT (L) BHD CEBU
Client/Affiliate	HH Group Export (L) Bhd.
Client/Affiliate	HH Group Hangzhou Co., Ltd.
Client/Affiliate	HH Group Holdings GP Ltd.
Client/Affiliate	HH Group Holdings International B.V.
Client/Affiliate	HH Group Holdings LP
Client/Affiliate	HH Group Holdings US, Inc.
Client/Affiliate	HH Group Intermediate Cooperatief U.A.
Client/Affiliate	HH Group Intermediate Holdings Ltd.
Client/Affiliate	HH Group Management Holdings LP
Client/Affiliate	HH Group Solutions (L) Bhd.
Client/Affiliate	HHG Real Property LLC
Client/Affiliate	MAITLAND SMITH EMPLOYEE
Client/Affiliate	P.T. Maitland-Smith Indonesia
Contract Parties	ADECCO PERSONNEL PTE LTD
Contract Parties	ADOBE SYSTEMS INCORPORATED
Contract Parties	AFPC/SVCHL
Contract Parties	Agencia Control Integral de Seguridad Privada
Contract Parties	Air Force NAF Purchasing Office
Contract Parties	ALARMSOUTH
Contract Parties	ALBERT SACK ENTERPRISES
Contract Parties	ALEXA HAMPTON
Contract Parties	ALL AMERICAN POLY
Contract Parties	ALLIED TRADE GROUP LLC
Contract Parties	AMAZON FULFILLMENT SERVICES INC
Contract Parties	American Express/Travel FC-W
Contract Parties	ANDREW C GIBSON DBA ACG DESIGN
Contract Parties	ANTHONY BARATTA HOME INC
Contract Parties	ARKADIN INC
Contract Parties	ARMY AIR FORCE EXCH SVC
Contract Parties	ART-TECH FURNITURE DESIGN
Contract Parties	AT&T

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Contract Parties	Atlas Computer Resources
Contract Parties	ATOU INT'L FURNISHINGS CO. LTD
Contract Parties	Autodesk, Inc.
Contract Parties	AUTOMATED VOICE & DATA SOL
Contract Parties	AVAYA INC
Contract Parties	AVB, Inc. (now known as Brandsource)
Contract Parties	B2B GATEWAYS.NET
Contract Parties	BARBARA BARRY INC (9526 PICO BLVD)
Contract Parties	BCL-ED NEWCO LLC
Contract Parties	Bed Bath & Beyond Inc.
Contract Parties	BERGELIN CHRISTOPHER S INC
Contract Parties	BERRY & CLARK DESIGN ASSOC LLC
Contract Parties	BILHUBER & ASSOCIATES INC.
Contract Parties	BILL LOVE DESIGN & MARKETING
Contract Parties	BLUE RIDGE ENERGIES
Contract Parties	Bottomline Technologies
Contract Parties	Boyd Specialty Sleep
Contract Parties	BRUCE ANDREWS
Contract Parties	CALDWELL RAILROAD COMMISSION
Contract Parties	Capital Marketing, LLC
Contract Parties	CECILIA KEMBLE INC
Contract Parties	CEO INC
Contract Parties	CHANDLER BROWN & ASSOC MISC & ROYALTIES
Contract Parties	CHARLES HARRIS DESIGN INC
Contract Parties	Chris Auten
Contract Parties	CIMARRON LUMBER AND SUPPLY COM
Contract Parties	CINTAS CORP
Contract Parties	CLASSIC DESIGN SERVICES INC
Contract Parties	COMMERCE TECHNOLOGIES INC
Contract Parties	Construction Company Ltd.
Contract Parties	COPE SERVICES LLC
Contract Parties	COX COMMUNICATIONS INC
Contract Parties	CROWN EQUIPMENT CORP
Contract Parties	CYMAX STORES USA LLC
Contract Parties	DATA SYSTEMS INTL INC
Contract Parties	DAVID KLEINBERG DESIGN
Contract Parties	DAVID PHOENIX INC
Contract Parties	Dell Financial Services
Contract Parties	DIANE C GRANDA
Contract Parties	Dr. Marivic Manzo
Contract Parties	DTI INTEGRATED BUSINESS
Contract Parties	EPS ASSOCIATES INC
Contract Parties	ESP LLC
Contract Parties	Fast Solutions
Contract Parties	Fifth Third Processing Solutions LLC
Contract Parties	Francis James Gonzales Ortega
Contract Parties	Fred Spector

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Contract Parties	FURNITURE DESIGN ASSOC LLC
Contract Parties	FURNITURE FIRST
Contract Parties	FURNITURE RETAIL OPERATIONS GROUP
Contract Parties	G. Currie Corp.
Contract Parties	G.A. Gertmenian & Sons
Contract Parties	GLUCKSTEIN HOME INC
Contract Parties	GOMEZ ASSOCIATES
Contract Parties	Good Job General Manpower and Management Services Corporation
Contract Parties	GRANITE TELECOMMUNICATIONS
Contract Parties	H THOMAS KELLER & ASSOC
Contract Parties	HABLE CONSTRUCTION LLC
Contract Parties	Hayneedle, Inc.
Contract Parties	HEMINGWAY LTD
Contract Parties	Heritage Home Group LLC
Contract Parties	HEWLETT-PACKARD FINANCIAL SERV
Contract Parties	HH Group de Mexico S. de R.L. de C.V.
Contract Parties	HH GROUP EXPORT (L) BHD CEBU
Contract Parties	HH Group Hangzhou Co., Ltd.
Contract Parties	Home Depot of Canada, Inc.
Contract Parties	HOUZZ INC.
Contract Parties	IBM CORPORATION
Contract Parties	Insight
Contract Parties	INSIGHT DIRECT USA INC
Contract Parties	INTIRION CORPORATION
Contract Parties	ITP BUSINESS COMMUNICATIONS
Contract Parties	J BLACK DESIGN LLC
Contract Parties	J. Front Design and Construction Company, Ltd
Contract Parties	JENA HALL DESIGNS LLC
Contract Parties	Jiaxing Y. Lim
Contract Parties	JO SAMPSON STUDIO LIMITED
Contract Parties	JOANN BARWICK
Contract Parties	Joseph S Greene, dba Joe Greene Design
Contract Parties	KAP INC
Contract Parties	Kathleen Clements Design, Inc.
Contract Parties	KEEN-SUMMIT CAPITAL PARTNERS
Contract Parties	KELLY SERVICES INC
Contract Parties	KIM SCODRO INTERIORS
Contract Parties	KPMG LLP
Contract Parties	KRONOS INC
Contract Parties	KRUG INC
Contract Parties	LAURENCE VAALER DESIGNS
Contract Parties	LEVEL 3 COMMUNICATIONS
Contract Parties	LF Centennial Ltd.
Contract Parties	LOFTWARE INC
Contract Parties	MAGENTO INC
Contract Parties	Mark D. Sikes Inc.
Contract Parties	MARK HAMPTON LLC

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Contract Parties	MasterBrand Cabinets, Inc.
Contract Parties	MCDANIEL & COLEY INC
Contract Parties	MEGA GROUP USA INC
Contract Parties	MGP Consulting
Contract Parties	MICROD INC
Contract Parties	MICROSOFT CORPORATION
Contract Parties	MORRISETTE PAPER COMPANY INC
Contract Parties	MUSEUM OF NEW MEXICO
Contract Parties	National Office Furniture, Inc. c/o Government Contract Sales, Inc.
Contract Parties	Nationwide Marketing Group
Contract Parties	NIERMANN WEEKS CO INC
Contract Parties	NORMAN HECKLER DESIGN INC
Contract Parties	NORTH CAROLINA WIRELESS LLC
Contract Parties	NORTH STATE COMMUNICATIONS
Contract Parties	NOSSAMAN LLP
Contract Parties	Office of Acquisition Management of the US Department of State
Contract Parties	ONE KINGS LANE INC.
Contract Parties	Oracle America Inc
Contract Parties	Orix Rental Corporation
Contract Parties	OTIS ELEVATOR COMPANY
Contract Parties	OTTO-MOORE INC
Contract Parties	OUTWARD INC
Contract Parties	OVERSTOCK.COM
Contract Parties	PACIFIC RUGS
Contract Parties	Parker & Bailey Corporation
Contract Parties	PCB APPS LLC
Contract Parties	PENSKE TRUCK LEASING CO LP
Contract Parties	Phil Rassi
Contract Parties	Phoenix Software International
Contract Parties	PIEDMONT PACKAGING INC
Contract Parties	Price is Right Productions, Inc.
Contract Parties	Probe Security Agency, Inc.
Contract Parties	PROTECH INC
Contract Parties	Prozgroup, Inc.
Contract Parties	Q SOFTWARE GLOBAL LTD
Contract Parties	RAY BOOTH DESIGN LLC
Contract Parties	RAYMOUR & FLANIGAN
Contract Parties	Red Star Macalline Group Corporation Ltd.
Contract Parties	Reliant Medical Alert
Contract Parties	RICOH AMERICAS CORPORATION
Contract Parties	RIMINI STREET INC
Contract Parties	ROBERT RANSOM CULLER
Contract Parties	ROCKTENN CP LLC
Contract Parties	RST SOLUTIONS INC
Contract Parties	Salesforce.com Inc
Contract Parties	SAP AMERICA INC
Contract Parties	SERVER SUITES LLC

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Contract Parties	Shanghai Red Star Macalline In
Contract Parties	Silverpop Systems Inc
Contract Parties	Skip Culler, dba Ranson Design
Contract Parties	SMS Cebu, Inc.
Contract Parties	SOFTWARE AG USA INC
Contract Parties	SOVOS COMPLIANCE LLC
Contract Parties	SPATIAL INTEGRATED SYSTEMS INC
Contract Parties	SPENCER-CHURCHILL DESIGN
Contract Parties	Stanton Design LLC
Contract Parties	Stilwell Designs
Contract Parties	Stork Craft (Asia) SRL
Contract Parties	Stork Craft Manufacturing Inc.
Contract Parties	SUMATHI SATAKAM TECHNOLOGIES
Contract Parties	SUPPLYONE
Contract Parties	SUSAN LEIS
Contract Parties	Suzanne Kasler
Contract Parties	Synchrony Bank
Contract Parties	TECHNOLOGY DYNAMICS INC
Contract Parties	the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints
Contract Parties	The Cosmopolitan of Las Vegas
Contract Parties	The Henry Francis du Pont Winterthur Museum, Inc.
Contract Parties	The Home Depot, Inc.
Contract Parties	The IUOE Training and Education Center, Inc.
Contract Parties	the McGillivray Group
Contract Parties	The Sembler Company (agent for GLL Perimeter Place)
Contract Parties	the TJX Companies, Inc. (Homegoods)
Contract Parties	Thos. McDaniel Design, LLC
Contract Parties	TONY DUQUETTE INC
Contract Parties	TW TELECOM
Contract Parties	TYCO INTEGRATED SECURITY LLC
Contract Parties	US DEPARTMENT OF STATE
Contract Parties	Verizon
Contract Parties	VICENTE WOLF ASSOCIATES INC
Contract Parties	VOLUMES ONLINE SARL
Contract Parties	Wang Xiaofeng
Contract Parties	WAYFAIR MEDIA SOLUTIONS
Contract Parties	Westchester Fire Insurance Company
Contract Parties	WILLIAM E POOLE LLC
Contract Parties	WINSOR D WHITE
Contract Parties	Xander Noori LLC
Contract Parties	Xiang Yijang
Contract Parties	Xiao Deman
Contract Parties	XMC LAWN CARE LLC
Contract Parties	Yash Technologies Pvt Ltd
Contract Parties	Zhou Xiongguang
Contract Parties	ZIMMERMAN DESIGN COLLABORATIVE LLC
Creditors	ABERCROMBIE TEXTILES LLC

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Creditors	ABUNDANT LIFE TOWERS II
Creditors	ALPHA CHOICE LTD
Creditors	AMEC FOSTER WHEELER ENVIRONMENT
Creditors	AMERICAN CUSTOM FINISHING LLC
Creditors	B. DAVIS & CO DBA B. DAVIS DESIGN
Creditors	BOLT & TOOL SUPPLY
Creditors	BRADSHAW RADIO SERVI
Creditors	BRANDSTAND PRODUCTS
Creditors	C H ROBINSON WORLDWIDE
Creditors	CATANIA
Creditors	CHILL RADD INC.
Creditors	CHRISTOPHER MICHAEL LLC
Creditors	CIRCA 1801 (VALDESE WEAVERS)
Creditors	CM DESIGN LLC
Creditors	COMMERCIAL FLOORING
Creditors	Comptroller of Maryland
Creditors	CONNEAUT LEATHER
Creditors	CONTEMPORARY LANDSCAPES
Creditors	CRESSWOOD SHREDDING MACHINERY
Creditors	Da Yi
Creditors	DAMCO CUSTOMS SERVICES
Creditors	DAVIS ROOFING
Creditors	DEITSCH PLASTIC CO INC
Creditors	DERCHENG FURNITURE SHENZHEN CO LTD
Creditors	DONGGUAN CITY BEAUTTER FURNITURE
Creditors	DONJON FURNITURE CO LTD
Creditors	DY HERITAGE INTL HK
Creditors	EAST COAST DIESEL LLC
Creditors	ENVIRO-TOTE INC
Creditors	FACILITY DESIGNS INC.
Creditors	FENGSHUN CHANGXU WOOD PRODUCTS
Creditors	FOOK YIK FURNITURE
Creditors	FRANKLIN FOREST PRODUCTS
Creditors	FRED SMITH STORE FIXTURES INC
Creditors	FU SHENG DA FURNITURE (SHENZHEN)
Creditors	GALERIE MEDIA GROUP
Creditors	GLOBAL STAR INT'L LOGISTICS CO LTD
Creditors	GOLDEN FORTUNE VIETNAM CO LTD
Creditors	GREEN RIVER FURNITURE CORP
Creditors	GULF COAST FURN SERV (NAPLE, FL)
Creditors	Guo Hui
Creditors	Hai Lian
Creditors	HIGHTEX CO LTD HONGZHOU
Creditors	HOLZMA U.S.
Creditors	HSM SOLUTIONS
Creditors	HUA CHENG FURNITURE FACTORY
Creditors	IRON MOUNTAIN RECORDS MGMT

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Creditors	ITC /HERITAGE HOUSE
Creditors	Jani-king International
Creditors	JIAMEI INTERNATIONAL TRADING CO LTD
Creditors	JMHHG201712B1
Creditors	JMHHG201712C14
Creditors	JOHNSON CONTROLS
Creditors	JUSTO DELIVERY*****
Creditors	KAISER 1 FURNITURE INDUSTRY (VIETNAM) CO.
Creditors	LAKE COUNTRY
Creditors	LANDMARK COATINGS INC
Creditors	LATITUDE TREE VIETNAM STOCK CO
Creditors	Leggett & Platt
Creditors	LINE ON PAPER INC
Creditors	Long Xiang
Creditors	LP PRODUCTIONS
Creditors	MAK Design DBA Maison Coco
Creditors	Market Square AC IV, LLC; International Market Centers, LP
Creditors	MEDIA MATTERS INC. THE
Creditors	MIJARES ANGIOTIA CORTES
Creditors	MOORE MEDICAL LLC
Creditors	NICE LINK HOME FURNISHINGS
Creditors	NORTH WALES WATER AUTHORITY
Creditors	OPP FRANCHISING INC/DBA JANI-KING OF IL
Creditors	PACIFIC COAST FEATHER CUSHION
Creditors	Patra Inc dba Opuzen Design
Creditors	PAUL A ROSEN INTERIOR DESIGN
Creditors	PIKE ELECTRIC, INC
Creditors	PINGYUAN COUNTY OAK
Creditors	PK FABRICS/
Creditors	Polygrace
Creditors	PRECISION MATERIALS LLC
Creditors	PRINT IMAGE LLC
Creditors	PSC INC
Creditors	PT. KAYU MEBEL INDONESIA
Creditors	RICHLOOM FABRICS
Creditors	RYERSONTULL INC.
Creditors	SEABOARD MARINE LTD
Creditors	Shuo Shi
Creditors	STALWART SYSTEMS LLC
Creditors	STI / Brentwood
Creditors	SUN FIBER SALES LLC
Creditors	SUSAN GULICK INTERIORS
Creditors	TESSNEER FORKLIFT INC
Creditors	TOUCH UP SOLUTIONS-REFER T869510
Creditors	U&I LOGISTICS CORPORATION
Creditors	UNITED FURNITURE INDUSTRIES IN
Creditors	UT METAL CO LIMITED

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Creditors	VALLEN DISTRIBUTION INC
Creditors	W & S FRAME CO INC
Creditors	WESTLEY CONTRACT SERVICES LLC
Creditors	WOLSELEY INDUSTRIAL
Creditors	WOMACK ELECTRIC & SUPPLY CO. INC
Creditors	WOOD WIN FURNITURE LIMITED
Creditors	WOODMAX KY INDUSTRIES CORP
Creditors	WOODPARK FURNITURE VIETNAM CO LTD
Creditors	Xin Ao
Creditors	XMO181009001
Creditors	YANG MING AMERICA CORP
Creditors	ZHONGWANG FABRIC CO LTD
Customers	AFA STORES LLC
Customers	AFC ACQUISITION CORP.
Customers	ANGELUS FURN THOMASVILLE HOME
Customers	B F MYERS
Customers	BOYLESFURNITURE & RUGS NC
Customers	BAERS FURNITURE ALTAMONTE SPRINGS
Customers	BASS PRO LLC
Customers	BENJAMIN WEST
Customers	BON TON / ACCOUNTS PAYABLE
Customers	BOSCOV'S DEPARTMENT STORE LLC
Customers	CABOT HOUSE
Customers	CAMPBELL & CO INC
Customers	CARDIS FURN CO T
Customers	CAROL HOUSE FURN
Customers	CHANINTR LIVING LTD
Customers	CONLINS FURNITURE
Customers	CSN LTL/TRUCK FREIGHT
Customers	DFAS JAPAN
Customers	EATON - YOUNG GALLERIES INC.
Customers	ELSO
Customers	FARMERS FURNITURE
Customers	FIRESIDE LAND DEVELOPMENT L.L.C.
Customers	FRONTROOM FURNISHINGS LLC
Customers	FURNITURE FACTORY OUTLET
Customers	FURNITURELAND SOUTH
Customers	GALLERY HOMES
Customers	GOODS HOME FURNISHINGS
Customers	GREEN FRONT INTERIORS & RUGS LLC
Customers	H G BUYING CORP / HOMEGOODS
Customers	HAYNES FURNITURE CO INC. (inactive)
Customers	HENREDON FURN IND INC
Customers	HIGH SPOT INTERNATIONAL CO. LTD
Customers	HOME FSHGS OF EAST HANOVER LLC
Customers	HUDSON BAY
Customers	HUDSONS FURN SPR SHWCSE - DIP

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Customers	KITTLES
Customers	LA MAISON BLANCHE CORP
Customers	MARDEN'S
Customers	MARRIOTT INTERNATIONAL DESIGN
Customers	MARVIN J PERRY & ASSOC INC
Customers	MATHIS BROS-INDIO CA
Customers	MEREDITH O'DONNELL INC
Customers	MICHAEL CLEARY LLC
Customers	NEBRASKA FURN MART/KC
Customers	Nevada Property 1 LLC
Customers	PARKER FURNITURE
Customers	PORTER STREET PURCHASING
Customers	QFI INC
Customers	QUALITY FURNITURE LLC GLENDALEAZ
Customers	R C WILLEY HOME FURNISHINGS
Customers	RAYMOUR & FLANIGAN
Customers	RETREAT HOME FURNITURE
Customers	SAFAVIEH HOME & CARPETS
Customers	SCHNEIDERMANS FURNITURE INC
Customers	STAR FURN
Customers	THE CAMA GROUP LLC
Customers	THE GROVE
Customers	the TJX Companies, Inc. (Homegoods)
Customers	THE VAN DRESSER COMPANY LLC
Customers	THOMASVILLE FURNITURE CORPORATE OFFICE
Customers	UNITED FURNITURE INDUSTRIES IN
Customers	US DEPARTMENT OF STATE
Customers	WALTER E SMITHE-ARLINGTON HEIGHTS
Director/Officer	Jay Bernstein
Director/Officer	Raquel Palmer
Director/Officer	RICHARD LOZYNIAK
Environmental Agencies	CITY OF LENOIR
Environmental Agencies	North Carolina Department of Environmental Quality (formerly NCDENR)
Equity Owners	HH Global I B.V.
Guarantors	Heritage Home Group LLC
Guarantors	HH Global I B.V.
Guarantors	HH Group Holdings US, Inc.
Guarantors	HH Group Solutions (L) Bhd.
Guarantors	HHG Real Property LLC
Insurer	Ace American Ins. Co.
Insurer	Allianz
Insurer	American Bankers
Insurer	Aon Premium Finance, LLC
Insurer	Aon Risk Services Central
Insurer	Atradius
Insurer	Continental Ins.
Insurer	Endurance

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Insurer	FM Global
Insurer	Hiscox
Insurer	Illinois Union (Ace)
Insurer	Lloyd's
Insurer	Sentry Casualty Company
Insurer	Tokio Marine HCC
Insurer	Travelers
Insurer	XL Catlin
Landlords	7330 FAIR OAKS BLVD LP
Landlords	7730 P.S. COURT ASSOCIATES LP
Landlords	A.B./Cobb Place Limited Partnership
Landlords	ACADIA REALTY LIMITED PARTNERSHIP
Landlords	Acadia Realty Trust
Landlords	AnMac Associates, Limited Partnership
Landlords	Benchmark Glade Square Associates, LLC, c/o Benchmark Management Corporation
Landlords	BERKADIA COMMERCIAL MORTGAGE LLC
Landlords	BLDG MANAGEMENT CO INC AS AGENT
Landlords	BMK GLADES SQUARE ASSOC LLC
Landlords	BRE Retail Residual Owner, LLC, c/o Brixmor Property Group
Landlords	c/o Commonwealth Atlantic Land V Inc.
Landlords	c/o TRC Operations, Inc, Potomac Yard Retail Center
Landlords	CB Richard Ellis
Landlords	Commonwealth Atlantic Properties Inc
Landlords	CONGRESSIONAL PLAZA ASSOC LLC
Landlords	Congressional Plaza Associates, LLC, c/o Federal Realty Investment Trust
Landlords	CPT CREEKSIDE TOWN CENTER LLC
Landlords	CPT Creekside Town Center, LLC, c/o AEW Capital Management
Landlords	DEER CREEK LOT 4 LLC, AFC PROPERTY MANAGEMENT INC.
Landlords	DH JAX LLC
Landlords	Enea Plaza
Landlords	ERH Bluffton, LLC, c/o Excel Trust, Inc.
Landlords	ERIC M BLY
Landlords	Fowler White Boggs Banker P.A.
Landlords	G&I VIII Cobb Place LLC
Landlords	GALLERIA ALPHA PLAZA LTD
Landlords	GLL PERIMETER PLACE/SEMBLER (DH RETAIL)
Landlords	HHP RALEIGH LLC
Landlords	Hickory Furniture Mart
Landlords	Interface Raleigh, LLC
Landlords	John White II, EsquireNason, Eager, Gerson, White & Lioce, P.A.
Landlords	Kenneth J. Weber Family, LLC
Landlords	Kimco Realty Corporation
Landlords	KIR MAPLE GROVE LP
Landlords	Laurie A. Carroll, Esq., Bloodworth Carroll, P.C.
Landlords	LOYACONA ASSOCIATES
Landlords	Market Square AC IV, LLC; International Market Centers, LP
Landlords	MERCHANDISE MART LLC

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Landlords	Michigan Design Center
Landlords	MIROMAR DEVELOPMENT CORP
Landlords	Moore & Van Allen, PLLC
Landlords	Newmark & Co Real Estate Inc
Landlords	Peter M. Hartman, Esq, Hardman, Simmons, Spielman & Wood, LLP
Landlords	Pritzker Realty Group, LP
Landlords	REAL SUB LLC
Landlords	RFLP MABRY LLC
Landlords	ROUNDHOUSE ALEXANDRIA DBA CPYR INC
Landlords	RPAI OAK BROOK PROMENAD LLC C/O RPAI US MNGMT LLC
Landlords	SF Design Center Investors
Landlords	ST. MICHAEL INVESTMENTS SPM PROPERTIES INC
Landlords	Swann Investments, LLP, c/o Hubert Realty Company
Landlords	Taub Partners, LLC
Landlords	TERRAMAR RETAIL CENTERS
Landlords	The Keith Corporation
Landlords	THIRD CREEK, LLC
Landlords	Two Guys From Harrison Holding Company, LP
Landlords	Urban Edge Properties C/O Urban Edge Harrison LP
Landlords	William D. Montgomery. Esq. , Chamberlain, Hrdlicka, White, Williams & Martin
Landlords	WMCV Phase 2, LLC; International Market Centers, LP
Letter of Credit	PNC Bank, National Association
Letter of Credit	Sentry Casualty Company
Letter of Credit	Westchester Fire Insurance Company
Litigation Parties	AK Allen Tobia
Litigation Parties	Allen Systems Group (ASG)
Litigation Parties	CCPIT Patent and Trademark Law Office
Litigation Parties	Dennis Serba
Litigation Parties	FBI Wind Down, Inc. Liquidating Trust
Litigation Parties	Hahn & Hessen LLP
Litigation Parties	Jeannia James
Litigation Parties	Jennifer Wainwright
Litigation Parties	Kathy White
Litigation Parties	Kevin S. Joyner, Esquire
Litigation Parties	Marion Kiler
Litigation Parties	Marvin J. Perry
Litigation Parties	Michael Woods
Litigation Parties	Pamela Germany
Litigation Parties	Patricia Cirigliano
Litigation Parties	Pike Place Market
Litigation Parties	Rebecca Castillo
Litigation Parties	Shaffield's Furniture
Litigation Parties	Shannon Armstrong
Litigation Parties	Stokes Lawrence
Litigation Parties	Tammy White
Litigation Parties	U.S. Consumer Product Safety Commission
Partnerships	Bencini Realty Ltd.

Heritage Home Group, LLC
Conflicts List - Detail Listing
7/18/2018

Creditor Type	Creditor Name
Partnerships	BROYHILL FURN. IND. INC.
Partnerships	High Point Bank and Trust Company, as Trustee
Professionals	ALI BUDIARDJO, NUGROHO,
Professionals	AvantUSA- NH
Professionals	BINSWANGER SOUTHERN OF MISS
Professionals	BRADLEY ARANT BOULT CUMMINGS LLP
Professionals	CBIZ BENEFITS & INSURANCE
Professionals	CERTIFY INC
Professionals	Dun & Bradstreet
Professionals	ERNST & YOUNG US LLP
Professionals	Evans & Dixon
Professionals	FMCA- Lyons Credit Reporting
Professionals	Friedman Stroffe & Gerard, P.C.
Professionals	Galagher Sharp, LLP
Professionals	GREATLAND CORPORATION
Professionals	HOULIHAN LOKEY CAPITAL INC
Professionals	HUSCH BLACKWELL LLP
Professionals	Kenny Nachwalter
Professionals	Kopka Pinkus Dolin PC
Professionals	LOCKE LORD LLP
Professionals	MAESTRO HEALTH
Professionals	MAPLES AND CALDER
Professionals	Mercer HR Services
Professionals	MIJARES ANGIOTIA CORTES
Professionals	MOWRY & GRIMSON PLLC
Professionals	NCS Credit
Professionals	Nelson Mullins Riley & Scarborough LLP
Professionals	Norris Choplin Schroer LLP
Professionals	OGLETREE DEAKINS
Professionals	PAUL WEISS RIFKIND WHARTON
Professionals	PROSKAUER ROSE LLP
Professionals	RICHARDS LAYTON & FINGER PA
Professionals	Ryan Ryan Deluca LLP
Professionals	Saur & Asociados, S.C. - Mexico
Professionals	SPILMAN THOMAS & BATTLE PLLC
Professionals	SyCip Salazar Hernandez & Gatmaitan - Philippines
Professionals	WERB & SULLIVAN
Professionals	AlixPartners
Professionals	YOUNG CONAWAY STARGATT & TAYLOR LLP
Regulatory	CA Bureau of Electronic & Appliance Repair
Regulatory	CA Office of Environmental Health Hazard Assessment (OEHHA)
Regulatory	California Air Resources Board
Regulatory	California Environmental Protection Agency (CalEPA)
Regulatory	Catawba County Waste Management
Regulatory	CCPIT Patent and Trademark Law Office
Regulatory	City of Hickory, NC - POTW and Utility Services
Regulatory	City of Lenoir, North Carolina - City Fire Department

Heritage Home Group, LLC
Conflicts List - Detail Listing
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Creditor Type	Creditor Name
Regulatory	Department of the Treasury
Regulatory	Deputy Director, Injury Prevention
Regulatory	Environmental Protection Agency
Regulatory	Hickory City Fire Department (Fire Marshall)
Regulatory	Hickory City Police Department
Regulatory	Hickory City Public Works (utilities)
Regulatory	Norfolk Southern Railroad
Regulatory	North Carolina Department of Agriculture and Consumer Services (Structural Pest Control)
Regulatory	North Carolina Department of Environmental Quality
Regulatory	North Carolina Department of Environmental Quality (formerly NCDENR)
Regulatory	NORTH CAROLINA DEPARTMENT OF LABOR
Regulatory	North Carolina Department of Motor Vehicles
Regulatory	North Carolina Department of Transportation
Regulatory	North Carolina Division of Emergency Management
Regulatory	North Carolina of Health and Human Services (Div of Public Health/asbestos)
Regulatory	North Carolina State Board of Examiners of Plumbing, Heating and Fire Sprinkler Contractors
Regulatory	Thomasville Fire Rescue
Regulatory	Thomasville Utilities
Regulatory	U.S. Consumer Product Safety Commission
Regulatory	U.S. Department of Transportation
Regulatory	U.S. EPA
Regulatory	U.S. Fish and Wildlife Service
Regulatory	United States Department of Agriculture
Regulatory	United States Division of Homeland Security
Regulatory	US Consumer Product Safety Commission
Regulatory	US CUSTOMS & BORDER PROTECTION
Related Entities	Matisse Family Advisory Board
Related Entities	Franco-American School of New York
Secured Creditor	Blank Rome LLP
Secured Creditor	KPS CAYMAN MGMT III LTD
Secured Creditor	PAUL WEISS RIFKIND WHARTON
Secured Creditor	PNC Bank, National Association
Staffing Companies	ACCOUNTING PRINCIPALS
Staffing Companies	Ajilon Professional Staffing
Staffing Companies	JOBS ONE STAFFING, INC.
Staffing Companies	KELLY SERVICES INC
Staffing Companies	OFFICE TEAM
Staffing Companies	Onin Staffing
Staffing Companies	TRC STAFFING SERVICES INC
Surety	ACE INA Insurance
Surety	Bureau of Customs and Border Protection
Surety	Her Majesty in Right of the Province of Nova Scotia
Surety	Westchester Fire Insurance Company
Taxing Authority	Alabama Department of Revenue
Taxing Authority	Alameda County Treasurer & Tax Collector
Taxing Authority	Arizona Department of Revenue
Taxing Authority	ARKANSAS DEPT OF FINANCE & ADM

Heritage Home Group, LLC
Conflicts List - Detail Listing
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Creditor Type	Creditor Name
Taxing Authority	BEAUFORT COUNTY TREASURER
Taxing Authority	California Board of Equalization
Taxing Authority	California Franchise Tax Board
Taxing Authority	CATAWBA COUNTY TAX
Taxing Authority	CITY OF ALEXANDRIA
Taxing Authority	CITY OF ALPHARETTA
Taxing Authority	City of Lenoir, NC Property Tax
Taxing Authority	City of San Francisco
Taxing Authority	CLARK COUNTY ASSESSOR
Taxing Authority	Cobb County
Taxing Authority	COBB COUNTY TAX COMMISSIONER
Taxing Authority	COLORADO DEPT OF REVENUE
Taxing Authority	Comptroller of Maryland
Taxing Authority	Connecticut Commissioner of Revenue Services
Taxing Authority	Dallas Co, TX Tax Office
Taxing Authority	Davidson County Tax Collector
Taxing Authority	DEKALB COUNTY TAX COMMISSIONER
Taxing Authority	DELAWARE DIVISION OF REVENUE
Taxing Authority	Duval Co., FL Tax Collector
Taxing Authority	FLORIDA DEPARTMENT OF REVENUE
Taxing Authority	FULTON COUNTY TAX COMMISSIONER
Taxing Authority	Georgia Department of Revenue
Taxing Authority	Grapevine-Colleyville ISD, TX (GCISD) Tax Office
Taxing Authority	Guilford County Tax Department
Taxing Authority	Idaho State Tax Commission
Taxing Authority	ILLINOIS DEPARTMENT OF REVENUE
Taxing Authority	Indiana Department of Revenue
Taxing Authority	Internal Revenue Service (US IRS)
Taxing Authority	Iowa Department of Revenue
Taxing Authority	JEFFERSON PARISH SHERIFF'S
Taxing Authority	Kansas Department of Revenue
Taxing Authority	KENTUCKY STATE TREASURER
Taxing Authority	Leslie Anderson, CPA, P.C.
Taxing Authority	LOUISIANA DEPT OF REVENUE
Taxing Authority	MAINE REVENUE SERVICES
Taxing Authority	Massachusetts Department of Revenue
Taxing Authority	MECKLENBURG COUNTY TAX COLLECTOR
Taxing Authority	Michigan Department of Treasury
Taxing Authority	MINNESOTA REVENUE
Taxing Authority	Mississippi Department of Revenue
Taxing Authority	MISSISSIPPI STATE TREASURER
Taxing Authority	Missouri Dept of Revenue
Taxing Authority	MONTANA DEPT OF REVENUE
Taxing Authority	MONTGOMERY COUNTY, MARYLAND
Taxing Authority	Montgomery Township
Taxing Authority	Nebraska Department of Revenue
Taxing Authority	Nevada Department of Taxation

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Creditor Type	Creditor Name
Taxing Authority	New Jersey Division of Taxation
Taxing Authority	New Mexico Taxation & Revenue Dept
Taxing Authority	New York City Dept. of Finance
Taxing Authority	NEW YORK STATE CORPORATION TAX
Taxing Authority	NEW YORK STATE SALES TAX / NYS TAX
Taxing Authority	North Carolina Department of Revenue
Taxing Authority	Ohio Department of Taxation
Taxing Authority	Ohio Treasurer of State
Taxing Authority	OKLAHOMA TAX COMMISSION
Taxing Authority	OREGON DEPARTMENT OF REVENUE
Taxing Authority	Pennsylvania Department of Revenue
Taxing Authority	PLACER COUNTY TAX COLLECTOR
Taxing Authority	PRINCE WILLIAM COUNTY
Taxing Authority	Rhode Island Division of Taxation
Taxing Authority	RON WRIGHT TAX
Taxing Authority	RUTHERFORD COUNTY REVENUE DEPT
Taxing Authority	SAN FRANCISCO TAX COLLECTOR
Taxing Authority	South Carolina Department of Revenue
Taxing Authority	South Dakota Department of Revenue
Taxing Authority	St. Louis County Treasurer
Taxing Authority	STATE OF NEW HAMPSHIRE
Taxing Authority	Tennessee Department of Revenue
Taxing Authority	Texas State Comptroller
Taxing Authority	Township of Hempfield
Taxing Authority	Utah State Tax Commission
Taxing Authority	Vermont Department of Taxes
Taxing Authority	Virginia Department of Revenue
Taxing Authority	WAKE COUNTY REVENUE DEPARTMENT
Taxing Authority	Washington DC
Taxing Authority	WASHINGTON STATE
Taxing Authority	WEST VIRGINIA STATE TAX DEPT
Taxing Authority	Whitehall Township Tax Office
Taxing Authority	Wisconsin Department of Revenue
Taxing Authority	Wyoming Department of Revenue
Tenant	26 Fitness
Third Parties	BAKER FURNITURE - RUSSIA
Third Parties	Basset Furniture
Third Parties	CENTURY FURN SERVICES
Third Parties	Ethan Allen
Third Parties	KLAUSNER/SUNNYLAND FURN
Third Parties	Stickley Audi Furniture
Third Parties	UNITED FURNITURE INDUSTRIES IN
Trade Vendors	AKZO NOBEL COATINGS INC
Trade Vendors	ALPHA CHOICE LTD
Trade Vendors	American Express/Travel FC-W
Trade Vendors	Aon Risk Services Central
Trade Vendors	AP SERVICES LLC

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Creditor Type	Creditor Name
Trade Vendors	Blue Cross Blue Shield of NC
Trade Vendors	BOISE CASCADE COMPANY
Trade Vendors	BRAZSERVICE WET LEATHER S/A
Trade Vendors	CARROLL COMPANIES INC
Trade Vendors	CCA GOVERNMENT FLOORS & INTERIORS
Trade Vendors	CHEMICAL COATINGS INC
Trade Vendors	CIRCA 1801 (VALDESE WEAVERS)
Trade Vendors	CONOVER LUMBER CO
Trade Vendors	CVS CAREMARK
Trade Vendors	DAVIS WOOD PRODUCTS INC
Trade Vendors	DERCHENG FURNITURE SHENZHEN CO LTD
Trade Vendors	DUKE ENERGY
Trade Vendors	EKH FURNITURE INDUSTRIES SA DE CV
Trade Vendors	FOOK YIK FURNITURE
Trade Vendors	GOLDEN FORTUNE VIETNAM CO LTD
Trade Vendors	GRANT THORNTON LLP
Trade Vendors	GREEN HIDES LEATHER STUDIO
Trade Vendors	GREEN RIVER FURNITURE CORP
Trade Vendors	GROUP ASSOCIATES INC
Trade Vendors	HARRIS HOUSE
Trade Vendors	HSM SOLUTIONS
Trade Vendors	HUSCH BLACKWELL LLP
Trade Vendors	JIAMEI INTERNATIONAL TRADING CO LTD
Trade Vendors	JOHN AND JEFF SCHWARZ LLC
Trade Vendors	KPMG LLP
Trade Vendors	Leggett & Platt
Trade Vendors	LONGLEAF FOREST PRODUCTS LLC
Trade Vendors	M&S WAREHOUSE
Trade Vendors	Market Square AC IV, LLC; International Market Centers, LP
Trade Vendors	MARVIN J PERRY & ASSOC INC
Trade Vendors	MCGK WOODWORKS INC.
Trade Vendors	MILLER HILL LENOIR LLC
Trade Vendors	Onin Staffing
Trade Vendors	PCB APPS LLC
Trade Vendors	PIEDMONT NATURAL GAS CO (DALLAS)
Trade Vendors	PIEDMONT PACKAGING INC
Trade Vendors	PINGYUAN COUNTY OAK
Trade Vendors	PZG INC
Trade Vendors	RDI LOGISTICS INC
Trade Vendors	RMP ASSOCIATES INC
Trade Vendors	ROYALE COMFORT SEATING INC
Trade Vendors	SAMSON INTERNATIONAL ENTERPRISES
Trade Vendors	SERVER SUITES LLC
Trade Vendors	SHELBA D JOHNSON TRUCKING INC
Trade Vendors	SNYDER PAPER CORPORATION
Trade Vendors	SOFTWARE AG USA INC
Trade Vendors	STI / Brentwood

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Creditor Type	Creditor Name
Trade Vendors	THE LOMAX BROTHERS
Trade Vendors	TRINITY LIGHTING INC
Trade Vendors	U&I LOGISTICS CORPORATION
Trade Vendors	UMR, INC
Trade Vendors	UNITED FURNITURE SERVICES LLC
Trade Vendors	VISIONARY SLEEP LLC
Trade Vendors	WATKINS & SHEPARD TRUCKING
Trade Vendors	WAYNE INDUSTRIES INC
Trade Vendors	WOOD WIN FURNITURE LIMITED
Trade Vendors	WOODMAX KY INDUSTRIES CORP
Trade Vendors	ZHANGZHOU GUOHUI IND & TRADE CO LTD
UCC Parties	CROWN CREDIT COMPANY
UCC Parties	FASA Antique Rugs & Tapestries, Inc.
UCC Parties	General Electric Capital Corporation, as Agent
UCC Parties	KPS CAYMAN MGMT III LTD
UCC Parties	PNC Bank, National Association
UCC Parties	WELLS FARGO EQUIP FINANCE MFG SVC GROUP
US Trustee's Office	Andy Vara
US Trustee's Office	Benjamin Hackman
US Trustee's Office	Brya Keilson
US Trustee's Office	David Buchbinder
US Trustee's Office	Diane Giordano
US Trustee's Office	Hannah M. McCollum
US Trustee's Office	Holly Dice
US Trustee's Office	Jaclyn Weissgerber
US Trustee's Office	James R. O'Malley
US Trustee's Office	Jane Leamy
US Trustee's Office	Jeffrey Heck
US Trustee's Office	Juliet Sarkessian
US Trustee's Office	Karen Starr
US Trustee's Office	Linda Casey
US Trustee's Office	Mark Kenney
US Trustee's Office	Michael Panacio
US Trustee's Office	Michael West
US Trustee's Office	Richard Schepacarter
US Trustee's Office	T. Patrick Tinker
US Trustee's Office	Timothy J. Fox, Jr.
Utility	ATMOS ENERGY
Utility	Beaufort - Jasper Water & Sewer Authority
Utility	CENTERPOINT ENERGY
Utility	CITY OF CHARLOTTE/MECKLEBURG CTY
Utility	CITY OF DALLAS
Utility	CITY OF HICKORY
Utility	CITY OF HIGH POINT
Utility	CITY OF KIRKWOOD
Utility	CITY OF LENOIR
Utility	CITY OF MORGANTON (TAXES)

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Creditor Type	Creditor Name
Utility	CITY OF RALEIGH
Utility	CITY OF ROSEVILLE
Utility	CITY OF TAMPA UTILITIES
Utility	CITY OF THOMASVILLE
Utility	CITY OF WOODBURY
Utility	COMED
Utility	CONSUMERS ENERGY
Utility	CORPORATE SERVICES CONSULTANTS INC
Utility	DELMARVA POWER
Utility	DOMINION VIRGINIA POWER
Utility	DTE ENERGY
Utility	DUKE ENERGY
Utility	FLORIDA POWER & LIGHT COMPANY
Utility	FULTON COUNTY FINANCE DEPARTMENT
Utility	GEORGIA NATURAL GAS (DH RETAIL)
Utility	GEORGIA POWER
Utility	JEA
Utility	KANSAS GAS SERVICE
Utility	KCP&L
Utility	LEVEL 3 COMMUNICATIONS
Utility	METROPOLITAN ST LOUIS SEWER DIST
Utility	MIDWAY SERVICES UTILITIES
Utility	Montgomery Township
Utility	NICOR GAS
Utility	NORTH WALES WATER AUTHORITY
Utility	NORTHERN VIRGINIA ELECTRIC COOP (NOVEC)
Utility	PALM BEACH COUNTY SHERIFF'S OFFICE
Utility	Palm Beach County Water Utilities Department (PBCWUD)
Utility	PALMETTO ELECTRIC COOPERATIVE INC
Utility	PECO ENERGY - PAYMENT PROCESSING
Utility	PEOPLES GAS
Utility	PG&E
Utility	PIEDMONT NATURAL GAS CO (DALLAS)
Utility	PINEVILLE ELECTRIC & TELEPHONE
Utility	PPL ELECTRIC UTILITIES
Utility	Prince William County Service Authority (PWCSA)
Utility	PSE&G CO
Utility	PSMC INC
Utility	PSNC ENERGY
Utility	RELIANT ENERGY
Utility	SERVICE AUTHORITY PRINCE WILLIAM COUNTY (PWCSA)
Utility	SHELBY TOWNSHIP
Utility	SPIRE
Utility	SUEZ WATER DELAWARE
Utility	T FARESE & SONS INC
Utility	TAMPA ELECTRIC COMPANY
Utility	THE TOWNSHIP OF MOORESTOWN

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Creditor Type	Creditor Name
Utility	THINK UTILITY SERVICES
Utility	TOG INC
Utility	TOMBIGBEE ELECTRIC POWER ASSN
Utility	TOWN OF PINEVILLE
Utility	TRI-COUNTY ELECTRIC COOPERATIVE
Utility	TUPELO WATER & LIGHT
Utility	UGI UTILITIES INC
Utility	UPPER MERION SEWER REVENUE
Utility	WASHINGTON GAS
Utility	WASTE MANAGEMENT OF ALAMEDA CO.
Utility	WRIGHT-HENNEPIN COOPERATIVE
Utility	XCEL ENERGY

EXHIBIT C

Services Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 11 day of July 2018, between Heritage Home Group, LLC (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention



KCC AGREEMENT FOR SERVICES

Order”). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$20,000 (the “Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC’s performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Company: Heritage Home Group, LLC
Address: 1925 Eastchester Dr
City, ST Zip: High Point, NC 27265
Attn: Robert Albergotti
Tel: 1-336-313-4526
Email: Robert.albergotti@heritagehome.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity,



KCC AGREEMENT FOR SERVICES

legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

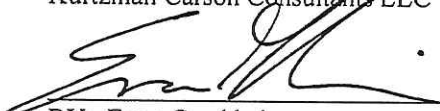
[SIGNATURE PAGE FOLLOWS]




KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC


BY: Evan Gershbein DATE: 7/12/18
TITLE: SVP, Corporate Restructuring Services

Company


BY: DATE:
TITLE: Robert Albergotti 7-12-18
CFO