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10 Attorneys for Debtors and Debtors-in-Possession  
 11 NNN Parkway 400 26, LLC, et al.

12 **UNITED STATES BANKRUPTCY COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
 14 **SANTA ANA DIVISION**

15 In re  
 16 NNN PARKWAY 400 26, LLC,  
 17 Debtor and  
 18 Debtor-in-Possession.

Case No. 8:12-bk-24593-TA

Chapter 11

(Jointly Administered with Case Nos.:  
 8:13-bk-16598-TA; 8:13-bk-16603-TA;  
 8:13-bk-16608-TA; 8:13-bk-16611-TA;  
 8:13-bk-16612-TA; 8:13-bk-16614-TA;  
 8:13-bk-16616-TA; 8:13-bk-16617-TA;  
 8:13-bk-16706-TA; 8:13-bk-16621-TA;  
 8:13-bk-16623-TA; 8:13-bk-16627-TA;  
 8:13-bk-16628-TA; 8:13-bk-16633-TA;  
 8:13-bk-16634-TA; 8:13-bk-16635-TA;  
 8:13-bk-16636-TA; 8:13-bk-16637-TA;  
 8:13-bk-16638-TA; 8:13-bk-16639-TA;  
 8:13-bk-16641-TA; 8:13-bk-16642-TA;  
 8:13-bk-16643-TA; 8:13-bk-16645-TA;  
 8:13-bk-16646-TA; 8:13-bk-16696-TA;  
 8:13-bk-16697-TA; and 8:13-bk-16649-TA)

- 19  Affects All Debtors
- 20  Affects NNN PARKWAY 400 2, LLC,  
 21 a Delaware limited liability company,  
 ONLY
- 22  Affects NNN PARKWAY 400 3, LLC,  
 23 a Delaware limited liability company,  
 ONLY
- 24  Affects NNN PARKWAY 400 4, LLC,  
 25 a Delaware limited liability company,  
 ONLY
- 26  Affects NNN PARKWAY 400 5, LLC,  
 27 a Delaware limited liability company,  
 ONLY
- 28  Affects NNN PARKWAY 400 6, LLC,  
 a Delaware limited liability company,  
 ONLY

**DISCLOSURE STATEMENT DESCRIBING  
 CHAPTER 11 PLAN OF  
 REORGANIZATION**

**Weiland, Golden,  
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- 1  Affects NNN PARKWAY 400 7, LLC,  
2 a Delaware limited liability company,  
3 ONLY
- 4  Affects NNN PARKWAY 400 8, LLC,  
5 a Delaware limited liability company,  
6 ONLY
- 7  Affects NNN PARKWAY 400 9, LLC,  
8 a Delaware limited liability company,  
9 ONLY
- 10  Affects NNN PARKWAY 400 10, LLC,  
11 a Delaware limited liability company,  
12 ONLY
- 13  Affects NNN PARKWAY 400 11, LLC,  
14 a Delaware limited liability company,  
15 ONLY
- 16  Affects NNN PARKWAY 400 12, LLC,  
17 a Delaware limited liability company,  
18 ONLY
- 19  Affects NNN PARKWAY 400 13, LLC,  
20 a Delaware limited liability company,  
21 ONLY
- 22  Affects NNN PARKWAY 400 15, LLC,  
23 a Delaware limited liability company,  
24 ONLY
- 25  Affects NNN PARKWAY 400 16, LLC,  
26 a Delaware limited liability company,  
27 ONLY
- 28  Affects NNN PARKWAY 400 17, LLC,  
a Delaware limited liability company,  
ONLY
- Affects NNN PARKWAY 400 18, LLC,  
a Delaware limited liability company,  
ONLY
- Affects NNN PARKWAY 400 19, LLC,  
a Delaware limited liability company,  
ONLY
- Affects NNN PARKWAY 400 20, LLC,  
a Delaware limited liability company,  
ONLY
- Affects NNN PARKWAY 400 22, LLC,  
a Delaware limited liability company,  
ONLY
- Affects NNN PARKWAY 400 23, LLC,  
a Delaware limited liability company,  
ONLY

Disclosure Statement Hearing

DATE: October 23, 2013  
TIME: 10:00 a.m.  
PLACE: Courtroom 5B  
411 W. Fourth St.  
Santa Ana, CA 92701

Plan Confirmation Hearing

DATE: TBD  
TIME: TBD  
PLACE: Courtroom 5B  
411 W. Fourth St.  
Santa Ana, CA 92701

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- 1  Affects NNN PARKWAY 400 25, LLC,  
2 a Delaware limited liability company,  
3 ONLY
- 4  Affects NNN PARKWAY 400 28, LLC,  
5 a Delaware limited liability company,  
6 ONLY
- 7  Affects NNN PARKWAY 400 29, LLC,  
8 a Delaware limited liability company,  
9 ONLY
- 10  Affects NNN PARKWAY 400 30, LLC,  
11 a Delaware limited liability company,  
12 ONLY
- 13  Affects NNN PARKWAY 400 31, LLC,  
14 a Delaware limited liability company,  
15 ONLY
- 16  Affects NNN PARKWAY 400 32, LLC,  
17 a Delaware limited liability company,  
18 ONLY
- 19  Affects NNN PARKWAY 400 33, LLC,  
20 a Delaware limited liability company,  
21 ONLY
- 22  Affects NNN PARKWAY 400 35, LLC,  
23 a Delaware limited liability company,  
24 ONLY
- 25
- 26
- 27
- 28

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1 The above-affected debtors and debtors-in-possession, NNN Parkway 400 26,  
2 LLC, NNN Parkway 400 2, LLC, NNN Parkway 400 3, LLC, NNN Parkway 400 4, LLC,  
3 NNN Parkway 400 5, LLC, NNN Parkway 400 6, LLC, NNN Parkway 400 7, LLC, NNN  
4 Parkway 400 8, LLC, NNN Parkway 400 9, LLC, NNN Parkway 400 10, LLC, NNN  
5 Parkway 400 11, LLC, NNN Parkway 400 12, LLC, NNN Parkway 400 13, LLC, NNN  
6 Parkway 400 15, LLC, NNN Parkway 400 16, LLC, NNN Parkway 400 17, LLC, NNN  
7 Parkway 400 18, LLC, NNN Parkway 400 19, LLC, NNN Parkway 400 20, LLC, NNN  
8 Parkway 400 22, LLC, NNN Parkway 400 23, LLC, NNN Parkway 400 25, LLC, NNN  
9 Parkway 400 28, LLC, NNN Parkway 400 29, LLC, NNN Parkway 400 30, LLC, NNN  
10 Parkway 400 31, LLC, NNN Parkway 400 32, LLC, NNN Parkway 400 33, LLC, and NNN  
11 Parkway 400 35, LLC (each a "Debtor", collectively, the "Debtors"), provide this *Disclosure*  
12 *Statement Describing Chapter 11 Plan of Reorganization* (the "Disclosure Statement") to  
13 creditors, pursuant to § 1125 of the Bankruptcy Code, in connection with the solicitation of  
14 acceptances of its Chapter 11 Plan of Reorganization (the "Plan") filed with the United  
15 States Bankruptcy Court for the Central District of California (the "Court") in the above-  
16 captioned chapter 11 bankruptcy cases (the "Cases").

17 **I. INTRODUCTION**

18 The Cases were commenced by the filing of voluntary chapter 11 petitions under  
19 the United States Bankruptcy Code (the "Bankruptcy Code" or "Code"), 11 U.S.C. §§ 101  
20 *et seq.*, on or about December 31, 2012, August 2, 2013, and August 5, 2013 (the  
21 "Petition Dates").

22 Chapter 11 allows debtors, and, under some circumstances, creditors and other  
23 parties in interest to propose a plan. A plan may provide for a debtor to reorganize by  
24 continuing to operate, to liquidate by selling assets of the estate, or a combination of both.  
25 The Debtors are the proponents of the Plan, which was sent to you in the same envelope  
26 as this document. THE DOCUMENT YOU ARE READING IS THE DISCLOSURE  
27 STATEMENT FOR THE ENCLOSED PLAN.  
28

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1 The Plan is a reorganizing plan. As described in detail below, the Reorganized  
2 Debtors will make payments to the secured and unsecured creditors consistent with the  
3 Plan. The Debtors will receive general limited liability company membership interests in  
4 the Reorganized Debtors consistent with the proportion of their interests in the Property.<sup>1</sup>

5 The payments under the Plan will be funded by (1) a new capital infusion over the  
6 term of the Plan (the "New Capital Infusion"), from the Debtors collectively based on an  
7 investment venture with Steelbridge Capital, LLC ("Steelbridge") (as set forth in final  
8 definitive documentation and approved by the Court in connection with confirmation of the  
9 Plan); (2) net operational profits generated by the Property, after allowance of operational  
10 expenses and reserves; and (3) to the extent necessary, other sources of funds, including  
11 a further cash infusion from the Debtors or future borrowings. Before or by the five year  
12 anniversary of the Effective Date, the Property will either be refinanced or sold to pay off  
13 the remaining Class 2 Claim and Class 7 Claim of the Lender.

14 The Debtors believe that, in the absence of the chapter 11 reorganization and the  
15 confirmation of the Plan, the Debtors' assets would be liquidated at substantially  
16 discounted prices, leaving much less to pay creditors. The Plan, on the other hand,  
17 allows the Debtors to maximize the return to creditors through the orderly administration of  
18 their assets. For example, the Lender will continue to be paid under a debt secured by  
19 the Property and non-Lender creditors will be able to receive payments on their debts.  
20 Based on the New Capital Infusion, the property manager will have sufficient time and  
21 resources to improve and lease the Property thereby increasing the occupancy rate and  
22 rental revenue, to the benefit of the Property, its tenants, vendors and local business  
23 community. The Debtors believe that the Plan will provide the greatest potential recovery  
24 for creditors through maximizing the returns on the assets.

25  
26  
27  
28

---

<sup>1</sup> Attached hereto as **Exhibit "1"** is a list of each Debtor's percentage interest in the Property.

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1           **A.    The Purpose of This Document**

2           This Disclosure Statement summarizes what is in the Plan, and tells you certain  
3 information relating to the Plan and the process the Court follows in determining whether  
4 or not to confirm the Plan.

5           READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO KNOW  
6 ABOUT:

- 7           1.    WHO CAN VOTE ON OR OBJECT TO THE PLAN;
- 8           2.    WHAT THE TREATMENT OF YOUR CLAIM IS UNDER THE PLAN (*i.e.*,  
9           what you will receive on account of your claim if the Plan is confirmed), AND  
10          HOW THIS TREATMENT COMPARES TO WHAT YOUR CLAIM WOULD  
11          RECEIVE IN LIQUIDATION IN CHAPTER 7;
- 12          3.    THE HISTORY OF THE DEBTORS AND SIGNIFICANT EVENTS DURING  
13          THE BANKRUPTCY CASES;
- 14          4.    WHAT THE COURT WILL LOOK AT TO DECIDE WHETHER OR NOT TO  
15          CONFIRM THE PLAN;
- 16          5.    WHAT IS THE EFFECT OF CONFIRMATION; AND
- 17          6.    WHETHER THE PLAN IS FEASIBLE.

18          This Disclosure Statement cannot tell you everything about your rights. You should  
19 consider consulting your own lawyer to obtain more specific advice on how the Plan will  
20 affect you and what is the best course of action for you. The Law Office of Christine E.  
21 Baur ("Baur Firm") and Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP ("Weiland  
22 Golden"), general insolvency counsel for the Debtors, do not represent you.

23          Be sure to read the Plan as well as the Disclosure Statement. If there are any  
24 inconsistencies between the Plan and the Disclosure Statement, the Plan provisions will  
25 govern.

26          The Bankruptcy Code requires that a disclosure statement contain "adequate  
27 information" concerning the Plan. At the hearing held on \_\_\_\_\_, 2013, the Court  
28 approved this document as an adequate Disclosure Statement, containing enough

1 information to enable parties affected by the Plan to make an informed judgment about  
2 the Plan. Any party can now solicit votes for or against the Plan.

3 **B. Deadlines for Voting and Objecting; Date of the Plan**

4 **Confirmation Hearing**

5 THE COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS  
6 DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN ARE  
7 NOT YET BINDING ON ANYONE. HOWEVER, IF THE COURT LATER CONFIRMS  
8 THE PLAN, THEN THE PLAN WILL BE BINDING ON THE DEBTORS AND ON ALL  
9 CREDITORS AND INTEREST HOLDERS IN THESE CASES.

10 **1. Time and Place of the Confirmation Hearing**

11 The hearing at which the Court will determine whether or not to confirm the Plan  
12 will take place on **[DATE], 2013 at \_\_\_:00 a.m./p.m.** in Courtroom 5B of the Ronald  
13 Reagan Federal Building and United States Courthouse located at 411 West Fourth  
14 Street, Santa Ana, California 92701.

15 **2. Deadline for Voting for or Against the Plan**

16 If you are entitled to vote, it is in your best interest to timely vote on the enclosed  
17 ballot and return the ballot in the enclosed envelope to Weiland, Golden, Smiley, Wang  
18 Ekvall & Strok, LLP, attn: Beth E. Gaschen, Esq. and Claudia Yoshonis, 650 Town Center  
19 Drive, Suite 950, Costa Mesa, California 92626.

20 **Your ballot must be received no later than 5:00 p.m. (Pacific Standard Time)**  
21 **[DATE], 2013, or it will not be counted.**

22 **3. Deadline for Objecting to the Confirmation of the Plan**

23 Objections to the confirmation of the Plan must be filed with the Court and served  
24 upon counsel for the Debtors so as to be received on **[DATE], 2013.**

25 **4. Identity of Person to Contact for More Information**  
26 **Regarding the Plan**

27 Any interested party desiring further information about the Plan should contact  
28 Christine E. Baur of the Law Office of Christine E. Baur, by phone at (858) 350-3757 or by

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1 email at christine@baurbklaw.com, or may contact Beth E. Gaschen of Weiland, Golden,  
2 Smiley, Wang Ekvall & Strok, LLP, by phone at (714) 966-1000 or by e-mail at  
3 bgaschen@wgllp.com.

4 **C. Disclaimer**

5 The financial data relied upon in formulating the Plan is based on the financial  
6 records of the Debtors, projections created by the Debtors and their professional advisors  
7 or agents, or information provided by other parties in interest. The attorneys employed by  
8 the Debtors drafted the Plan and the Disclosure Statement based on this information and  
9 have no independent knowledge regarding the accuracy of the data. The Court has not  
10 yet determined whether or not the Plan is confirmable and makes no recommendation as  
11 to whether or not you should support or oppose the Plan.

12 **II. BACKGROUND**

13 **A. Debtors' Business Operations, Principal Assets and Liabilities**

14 The Debtors' primary asset is commercial real property commonly known as  
15 Parkway 400, which is a two-building office campus totaling approximately 193,281  
16 square feet located at 11720 Amber Park Drive and 11800 Amber Park Drive, Alpharetta,  
17 Georgia (the "Property").

18 The Debtors hold a concurrent ownership interest in the Property with other tenant-  
19 in-common investors (collectively, the "TICs") and the sponsor, NNN Parkway 400, LLC,  
20 (collectively with the TICs, the "Owners" or "Borrowers").

21 **1. The Secured Debt**

22 The Owners purchased the Property in 2007 for \$33,830,000. As part of the  
23 acquisition of the Property, and pursuant to that certain Promissory Note dated March 26,  
24 2007, the Owners became Borrowers under a loan with Wachovia Bank, N.A. in the  
25 principal amount of \$25,500,000 (the "Loan").

26 Pursuant to that certain Deed to Secure Debt, Security Agreement and Fixture  
27 Filing dated March 26, 2007 (the "Security Deed"), the Loan is a non-recourse loan  
28 secured by a first trust deed on the Property. The Loan has a ten-year term, having

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1 originated on March 26, 2007, and with a maturity date of April 15, 2017. The Loan has a  
2 fixed interest rate of 5.75%, with interest only due for 8 years and then amortizing over 30  
3 years for the final two years.

4 The Loan's master servicer is Wells Fargo Bank, N.A. The Loan's special servicer  
5 is LNR Partners, LLC, the manager of WBCMT 2007-C31 Amberpark GP, LLC, general  
6 partner of WBCMT 2007-C31 Amberpark Office Limited Partnership ("WBCMT,"  
7 collectively, the "Lender"). The last pre-petition monthly payment made on the Loan was  
8 in December 2011 at which time the Debtors became financially distressed and were  
9 unable to make their payments. The Debtors made an adequate protection payment of  
10 \$42,500.00 to the Lender in July, 2013 and an adequate protection payment of  
11 \$42,500.00 to the Lender in August, 2013.

## 12 **2. The Guaranty to Lender**

13 Concurrent with the origination of the Loan, NNN Realty Advisors, Inc. (the  
14 "Guarantor") executed an unconditional guaranty for the full amount of the Loan under the  
15 Indemnity and Guaranty Agreement dated March 26, 2007.

## 16 **3. The Reserve Accounts**

17 Under the Security Deed, the Borrowers authorized the Lender to establish and  
18 maintain several cash reserve accounts (the "Reserve Accounts"). Prior to the Petition  
19 Date, the Lender maintained three Reserve Accounts: (1) an account for tenant  
20 improvements and leasing commissions; (2) a property tax reserve account; and (3) an  
21 insurance expense account. The Reserve Accounts were funded from rents generated by  
22 the Property. Pre-petition, in August 2012, the Lender seized the funds from the Reserve  
23 Accounts which at the time contained over \$2,000,000.

## 24 **B. Management of the Debtors Before and After Bankruptcy**

25 Pre-petition, the Debtors retained HighPoint Management Solutions, LLC,  
26 ("HighPoint") a bankruptcy consulting company, as a manager of the Debtors, and  
27 HighPoint's President, Mr. Mubeen Aliniyazee, as the Debtors' Restructuring Officer, to  
28 assist the Debtors in their compliance with the Chapter 11 bankruptcy process.

1 Daymark Realty Advisors ("Daymark") had been serving as the Property manager  
2 and asset manager for some time pre-petition. The Debtors assert that Daymark's  
3 mismanagement of the Property was a material contributing factor to the Property's  
4 financial distress. Pre-petition, the TICs terminated the employment of Daymark, which  
5 termination became effective December 31, 2012. On December 18, 2012, a vast  
6 majority of the TICs employed Wiedmayer+Co, LLC ("Wiedmayer") as the new property  
7 and asset manager. The Debtors believe that retention of Wiedmayer has both reduced  
8 the management fees that were previously excessively drained from the Property's cash  
9 flow, and improved the leasing activity, and thus financial condition, of the Property. The  
10 Court entered a stipulated order compelling turnover of the Property management  
11 functions from Daymark to Wiedmayer on March 20, 2013.

12 **C. Events Leading to Chapter 11 Filing**

13 The Property is an improved, Class A office space located in Alpharetta, Georgia, a  
14 desirable area of the northern metro Atlanta business community. However, after the  
15 2007 acquisition, the value and occupancy of the Property declined. A combination of the  
16 crash of the real estate market, substandard property management and exorbitant  
17 management fees, and a substantial downsizing by one of the Property's anchor tenants,  
18 resulted in the Property experiencing financial distress.

19 Approximately one year ago, a controlling majority of the TICs, including the  
20 Debtors, retained Breakwater Equity Partners, LLC ("Breakwater"), to provide distressed  
21 real estate consulting services to the Owners. Based upon the financial and real estate  
22 analysis of the Property conducted by Breakwater, the Owners attempted in good faith to  
23 engage the Lender in workout discussions throughout 2012. Notwithstanding the multiple  
24 proposals offered by the Owners, the Lender rejected the Owners' efforts.

25 On October 17, 2012, the Lender issued a notice of intent to conduct a foreclosure  
26 sale of the Property on December 4, 2012. The Owners objected to multiple deficiencies  
27 in the Lender's notice. On November 29, 2012, the Lender re-noticed the foreclosure sale  
28 for January 2, 2013. The Lender conducted a post-petition foreclosure sale of the

1 Property on January 2, 2013 ("Foreclosure Sale"). The Foreclosure Sale purported to  
2 exclude the Debtor NNN Parkway 400 26, LLC's TIC interest. The Lender itself was the  
3 successful bidder at the Foreclosure Sale.

4 **D. Significant Events During the Bankruptcy Cases**

5 **1. Bankruptcy Proceedings**

6 a. The Order for Relief

7 NNN Parkway 400 26, LLC, on December 31, 2012, NNN Parkway 400 2, LLC,  
8 NNN Parkway 400 3, LLC, NNN Parkway 400 4, LLC, NNN Parkway 400 5, LLC, NNN  
9 Parkway 400 6, LLC, NNN Parkway 400 7, LLC, NNN Parkway 400 8, LLC, NNN Parkway  
10 400 9, LLC, NNN Parkway 400 10, LLC, NNN Parkway 400 11, LLC, NNN Parkway 400  
11 12, LLC, NNN Parkway 400 13, LLC, NNN Parkway 400 15, LLC, NNN Parkway 400 16,  
12 LLC, NNN Parkway 400 17, LLC, NNN Parkway 400 18, LLC, NNN Parkway 400 19, LLC,  
13 NNN Parkway 400 20, LLC, NNN Parkway 400 22, LLC, NNN Parkway 400 23, LLC, NNN  
14 Parkway 400 25, LLC, NNN Parkway 400 28, LLC, NNN Parkway 400 29, LLC, NNN  
15 Parkway 400 30, LLC, NNN Parkway 400 31, LLC and NNN Parkway 400 35, LLC, on  
16 August 2, 2013, and NNN Parkway 400 32, LLC and NNN Parkway 400 33, LLC, on  
17 August 5, 2013, filed petitions for relief under chapter 11 of the Bankruptcy Code.

18 b. The Employment of Estate Professionals

19 By order entered on March 8, 2013, the Court authorized the employment of the  
20 Baur Firm and Weiland Golden as NNN Parkway 400 26, LLC's general insolvency  
21 counsel. The remaining Debtors plan to shortly file applications for orders authorizing the  
22 employment of these firms as general insolvency counsel for the remaining Debtors.

23 By order entered on June 10, 2013, the Court authorized the employment of  
24 HighPoint as NNN Parkway 400 26, LLC's Manager and Restructuring Officer.

25 c. The Claims Bar Date

26 The Court fixed April 30, 2013 (the "Bar Date") as the last date to file Proofs of  
27 Claim for all creditors in the NNN Parkway 400 26, LLC case. NNN Parkway 400 26, LLC  
28 served all creditors and parties in interest with the Bar Date Notice on March 1, 2013.



1 A bar date has not yet been set in the remaining Debtors' cases. The remaining  
2 Debtors filed a motion on September 4, 2013, requesting the Court to set a bar date in the  
3 remaining Debtors' Cases. Once a bar date has been set, the remaining Debtors will  
4 serve all creditors and parties in interest with a bar date notice.

5 d. Lender Claim Objection

6 On August 26, 2013, the Debtors filed an objection to the Lender's claim on the  
7 bases that (1) the proof of claim lacks calculations and supporting documentation that  
8 would enable the Debtors to verify certain components of the claim, such as taxes,  
9 interest and legal fees; (2) the claimant overstates the amount of its claim by almost  
10 \$5,300,000 million based on a prepayment penalty, even though there has been no  
11 prepayment; and (3) there are numerous deficiencies in the loan and assignment  
12 documentation that render the claim invalid. A hearing on the Debtors' objection to the  
13 Lender's claim has been set for September 25, 2013.

14 e. The Debtors' Schedules, Statements, and Operating  
15 Reports

16 The Debtors believe that the Estates are in compliance with the requirements  
17 under 11 U.S.C. §§ 521, 1006 and 1107, and the applicable Guidelines of the Office of the  
18 United States Trustee ("OUST"). On January 14, 2013, NNN Parkway 400 26, LLC filed  
19 its bankruptcy schedules (the "Schedules") and statements of financial affairs ("SOFA").  
20 On July 30, 2013, that Debtor filed amended schedules ("First Amended Schedules"). On  
21 August 30, 2013, the remaining Debtors filed their Schedules and SOFAs. NNN Parkway  
22 400 26, LLC has prepared and submitted Monthly Operating Reports ("MOR") for the  
23 Estate through June, 2013. The Debtors are current on the quarterly fees owed to the  
24 OUST.

25 **2. Major Legal Proceedings in the Bankruptcy Cases**

26 In response to the Lender's post-petition Foreclosure Sale, NNN Parkway 400 26,  
27 LLC filed a *Motion for Order to Show Cause* why the Lender should not be held in  
28 contempt and liable for damages for violating the automatic stay (the "OSC"). After

1 multiple hearings, the Court ruled that the Foreclosure Sale of the Property violated the  
2 automatic stay and is null and void *ab initio* for all purposes as a violation of 11 U.S.C.  
3 §§ 362(a) and 105.

4 On June 20, 2013, the Lender filed a Motion to Dismiss the Case and a Motion for  
5 Relief from the Automatic Stay in the NNN Parkway 400 26, LLC case. That Debtor  
6 opposed the Motions. A continued hearing on the Lender's Motions is set for September  
7 25, 2013.

8 **3. Actual and Projected Recovery Avoidance Actions and**  
9 **Causes of Action**

10 Attached hereto as **Exhibit "2"** are the lists that the Debtors attached to their  
11 SOFAs of all payments made to creditors during the 90-day period and insiders during the  
12 one year period prior to the Petition Dates. The Debtors reserve for the Estates all rights  
13 to commence and pursue, as appropriate, any and all Actions or Avoidance Actions,  
14 whether arising prior to or after the Petition Dates, in any court or other tribunal, including  
15 without limitation, in an adversary proceeding filed in the Bankruptcy Court. Upon the  
16 Effective Date, no party shall have standing to bring or prosecute Avoidance Actions  
17 except as specifically set forth below in Section III.H.2.

18 **4. Procedures Implemented to Resolve Financial Problems**

19 The Debtors' financial problems primarily relate to their inability to perform under  
20 the terms of the Loan due to the economic downturn in the real estate market and the  
21 underperformance of the Property from a substandard property manager. As a result of  
22 these factors, the value of the Property declined, and the occupancy rate in the Property  
23 decreased. The economic downturn and poor property management caused the Debtors  
24 to become financially distressed and unable to meet their obligations on the Loan.

25 The Debtors are resolving these issues by having hired new property management  
26 to increase occupancy in the Property and by obtaining a significant infusion of additional  
27 cash to fund tenant improvements and make payments to creditors under the Plan. First,  
28 the Property is improving under the management of Wiedmayer. The commercial real

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1 estate market in Atlanta, Georgia is slowly starting to recover and prospective leases are  
2 currently in negotiation. Wiedmayer has identified new and renewal tenants that would  
3 significantly increase the occupancy level of Property. This will also significantly increase  
4 the revenue and profitability of the Property and its overall value.

5 Second, the Debtors will provide a New Capital Infusion on the Effective Date. The  
6 proceeds of the cash infusion will fund, *inter alia*, a principal pay down of the Lender's  
7 claim, tenant improvement costs and leasing commissions with respect to the Property,  
8 other payments under the Plan and to cover operating shortfalls as needed.

9 The Debtors thus will be able to improve the Property, obtain new tenants and pay  
10 their creditors payments as set forth in the Plan.

## 11 5. Current and Historical Financial Conditions

12 The Debtors' assets and their value are more specifically identified in the liquidation  
13 analysis in Section IV.B. below. Copies the Debtors' MORs, which contain the financial  
14 statements for the Property prepared by the new property manager for months April, May  
15 and June 2013, are attached as **Exhibits "3," "4" and "5,"** respectively.

## 16 III. SUMMARY OF THE PLAN

17 The following is a summary of the material provisions of the Plan.

### 18 A. Overview of the Plan

19 The Debtors believe that, in the absence of the Plan, the Debtors' assets would be  
20 liquidated at substantially discounted prices. The Plan allows the Debtors to maximize the  
21 return to creditors through the orderly administration of their assets.

22 The Debtors' Plan provides for a bifurcation of the Lender's claim into secured and  
23 unsecured claims based on the value of the Property. Among other things, the Plan  
24 provides for a substantial principal pay down of the Lender's secured claim and then  
25 payments over time. The Plan also provides for substantial payments to other secured  
26 and unsecured creditors. Payments under the Plan will be funded by the New Capital  
27 Infusion and rent revenue generated by the Property. The New Capital Infusion will also  
28 be used to stabilize the Property, including funds to provide for tenant improvement

1 costs, leasing commissions, capital expenditures and any operating shortfalls of the  
2 Property as needed.

3 Unless otherwise expressly stated in the Plan, the treatment of Allowed Claims and  
4 allowed interests under the Plan supersedes any agreements or rights the Holders of  
5 those Claims or Interests may have in or against the Debtors or their assets and is in full  
6 satisfaction of the legal, equitable, and contractual rights of the Holders of the Claims or  
7 Interests.

8 Unless the Plan provides otherwise, no Distributions will be made and no rights  
9 retained on account of any Claim or Interest that has not become an Allowed Claim or  
10 allowed Interest.

11 **B. What Creditors and Interest Holders Will Receive Under the Proposed**  
12 **Plan**

13 As required by the Bankruptcy Code, the Plan classifies Claims and Interests in  
14 various classes according to their right to priority. The Plan states whether each Class of  
15 Claims or Interests is impaired or unimpaired. The Plan provides the treatment each  
16 Class will receive. In no event shall any creditor receive more than the creditor's Allowed  
17 Claim, plus interest, to the extent provided herein.

18 **C. Unclassified Claims**

19 Certain types of Claims are not placed into voting classes but are instead  
20 unclassified. They are not considered impaired and they do not vote on the Plan because  
21 they are automatically entitled to certain treatment under the Bankruptcy Code.

22 Accordingly, the following Claims have not been placed into a Class:

23 **1. Administrative Expenses**

24 Administrative expenses are Claims for costs or expenses of administering the  
25 Debtors' Cases which are allowed under § 507(a)(2) of the Bankruptcy Code. The  
26 Bankruptcy Code requires that all Allowed Administrative Claims be paid on the Effective  
27 Date of the Plan, unless a particular claimant agrees to a different treatment.

28

The following charts list the Debtors' § 507(a)(2) unpaid Administrative Claims and their treatment under the Plan:

Non-Professional Administrative Claims		
Description	Estimated Amount Owed	Treatment
Administrative Claims	Estimated total amount of claims: \$0.00	Except to the extent that a holder of an Allowed Administrative Expense has been paid prior to the Effective Date or agrees to less favorable treatment, each holder of an Allowed Administrative Expense shall receive, at the Reorganized Debtors' option, (i) the amount of such holder's Allowed Administrative Expense in one cash payment on the later of the Effective Date or the fourteenth (14th) day after such Claim becomes an Allowed Claim, or as soon thereafter as reasonably practicable, (ii) the amount of such holder's Allowed Claim in accordance with the ordinary business terms of such expense or cost, or (iii) such other treatment as may be agreed to in writing by such Administrative Expense Creditor and the Reorganized Debtors or as ordered by the Bankruptcy Court.
Clerk's Office Fees	Estimated total amount of claims: \$0.00	Paid in full on or before the Effective Date.
Office of the United States Trustee Fees	Estimated total amount of claims: \$0.00	Paid in full on or before the Effective Date.
Administrative Tax Claims	Estimated total amount of claims: \$0.00	Unless the Reorganized Debtors object to an Administrative Tax Claim or otherwise dispute the Administrative Tax Claim in accordance with applicable law, the Claim will be allowed in accordance with the terms and conditions of the particular transaction that gave rise to the Administrative Tax Claim, and the Person holding the Administrative Tax Claim need not file any request for payment of its Claim. Payments to Administrative Tax Claimants will be paid from the Reorganized Debtors' current cash flow or the Reorganized Debtors' future operations according to applicable law.
<b>Total</b>	<b>\$0.00</b>	

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Professional-Fee Claims		
Description	Estimated Amount Owed	Treatment
Law Office of Christine E. Baur	\$100,000 (est.) as of the Effective Date, which would be exclusive of the fees and expenses paid to Law Office of Christine E. Baur post-petition.	Paid on the earlier of the Effective Date or in accordance with the procedure set forth below.
Weiland, Golden, Smiley, Wang, Ekvall & Strook, LLP	\$100,000 (est.) as of the Effective Date, which would be exclusive of the fees and expenses paid to Weiland Golden post-petition.	Paid on the earlier of the Effective Date or in accordance with the procedure set forth below.
Total	\$200,000 estimated <sup>2</sup>	

a. Administrative Claim Procedures

Unless the Bankruptcy Court orders to the contrary or the Reorganized Debtors agree to the contrary in writing, the holder of a Claim for an Administrative Expense, other than such a Claim by a Professional, for a liability incurred and paid in the ordinary course of business by the Debtors, or an Allowed Administrative Expense, shall file with the Bankruptcy Court and serve upon the Debtors and their counsel, a written notice of such Claim for an Administrative Expense within thirty (30) days after the Effective Date. Such notice shall include at a minimum: (i) the name, address, telephone number and fax number (if applicable) of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim. Failure to timely and properly file and serve such notice shall result in such Claim for an Administrative Expense being forever barred and discharged.

A Claim for an Administrative Expense, for which a proper notice was filed and served as set forth above, shall become an Allowed Administrative Expense if no objection is filed within thirty (30) days of the filing and service of such notice. If a timely objection is filed, the Claim shall become an Allowed Administrative Expense only to the extent allowed by a Final Order.

<sup>2</sup> The estimate of Professional-Fee Claims is only an estimate and will change based upon the legal services required during this Reorganization Case and upon what the Court awards to professionals. The Estates remains liable for all allowed legal fees and costs regardless of the estimates.

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1 b. Professional Fee Claim Procedures

2 A Professional-Fee Claim will be allowed only if: (a) on or before 60 days after the  
 3 Effective Date (or such further date if extended by Court order), the Person holding the  
 4 Professional-Fee Claim files with the Court an application requesting that the Reorganized  
 5 Debtors pay the Professional-Fee Claim; and (b) the Professional-Fee Claim is allowed by  
 6 a Final Order. The Reorganized Debtors or any other party in interest may file an  
 7 objection to such an application within the time provided by the Bankruptcy Rules or within  
 8 any other period that the Court establishes. Persons holding Professional-Fee Claims  
 9 who do not timely file and serve an application for payment will be forever barred from  
 10 asserting these Claims against the Reorganized Debtors or their property. Professional  
 11 fees and expenses incurred on or after the Effective Date may be paid without necessity  
 12 of application or order by the Court.

13 As indicated above, the Debtors estimate that they will need to pay Administrative  
 14 Professional Fee Claims totaling approximately \$200,000.00 on the Effective Date, unless  
 15 the Claimant has agreed to be paid later or the Court has not yet ruled on the Claim. The  
 16 Debtors project that they will have cash on hand and cash reserves in excess of this  
 17 amount on the Effective Date to make the necessary payments.

18 **2. Priority Tax Claims**

19 Priority Tax Claims include certain unsecured income, employment, property and  
 20 other taxes described by Bankruptcy Code § 507(a)(8). The Bankruptcy Code requires  
 21 that each holder of such a § 507(a)(8) Priority Tax Claim receive the present value of such  
 22 Claim in regular installment payments in cash, over a period not exceeding five years from  
 23 the Petition Dates. The following chart lists the Debtors' known § 507(a)(8) Priority Tax  
 24 Claims and their treatment under the Plan:

Priority Tax Claims		
Description	Estimated Amount Owed	Treatment
Franchise Tax Board	Estimated total amount of claims: \$106,260.00	The Franchise Tax Board for the State of California will be paid in full the Allowed amount of its Claim, including all applicable costs, fees, charges, and interest pursuant to

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Priority Tax Claims		
Description	Estimated Amount Owed	Treatment
		11 U.S.C. § 511 and applicable California Revenue and Taxation Code sections, on the Effective Date or as soon as reasonably practicable thereafter, but, in no event, more than five (5) years from the entry of the Order for Relief.  The Claim shall accrue interest from the Effective Date on the unpaid balance of the Claim at the rate required by 11 U.S.C. § 511 and applicable California Revenue and Taxation Codes sections.

**D. Classified Claims**

**1. Summary of Classes**

Class	Claimant(s)
Class 1	Secured Claim of Fulton County Tax Commissioner
Class 2	Secured Claim of WBCMT
Class 3	Secured Claim of Jemm Investments, LLC (HVAC)
Class 4	Secured Claim of Jemm Investments, LLC (Security System)
Class 5	Secured Claim of Ford Motor Credit Company
Class 6	General Unsecured Claims
Class 7	Unsecured Claim of WBCMT
Class 8	Tenant Security Deposits
Class 9	Claims and Interests of the TIC owners of the Property, other than the Debtors
Class 10	Interest Holders

**2. Impairment or Classification Controversies**

If a controversy arises as to the classification of any Claim or Interest, or as to whether any Class of Claims or Interests is impaired under the Plan, the Bankruptcy Court shall determine such controversy as a part of the confirmation process.

**3. Classes of Secured Claims**

Secured Claims are Claims secured by liens on property of the Estate.

a. Class 1 - Secured Claim of Fulton County Tax Commissioner

Class 1 consists of the Allowed Secured Claim of the Fulton County Tax Commissioner for property taxes on the Property in the Allowed amount of \$360,000.00. The Fulton County Tax Commissioner's Claim shall be treated as a Secured Claim



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1 secured by the Property. Except to the extent that the Fulton County Tax Commissioner  
2 has been paid prior to the Effective Date or agrees to less favorable treatment, the Fulton  
3 County Tax Commissioner's Class 1 Claim shall be treated and paid as follows:

4 (a) The Fulton County Tax Commissioner shall be paid in full the Allowed  
5 amount of its Claim, without interest, within twelve (12) months of the Effective Date.

6 (b) The Fulton County Tax Commissioner shall retain its Lien until the Claim is  
7 paid in full. Upon payment in full of the Allowed Class 1 Claim, the Fulton County Tax  
8 Commissioner's Lien shall be deemed released and the Fulton County Tax  
9 Commissioner shall file a release of Lien wherever its existing Lien is recorded.

10 Class 1 is impaired.

11 b. Class 2 - Secured Claim of WBCMT 2007-C31 Amberpark  
12 Office Limited Partnership

13 Class 2 consists of the Allowed Secured Claim of WBCMT, which is equal in value  
14 to the value of the Property as a whole, which has been appraised to be \$19,800,000 and  
15 is to be determined by the Court at or prior to the confirmation of the Plan. A copy of the  
16 Debtors' Appraisal for the Property performed by Cushman & Wakefield is attached as  
17 **Exhibit "6."** This claim is based upon the bifurcation of WBCMT's pre-petition claim  
18 pursuant to Bankruptcy Code § 506(a). WBCMT's Claim is guaranteed by a third party,  
19 NNN Realty Advisors, Inc. now known as Daymark Realty Advisors ("Guarantor"). The  
20 Class 2 Claim of WBCMT, to the extent Allowed, shall be treated as a Secured Claim in  
21 the amount of \$19,800,000.00, secured by liens and security interests in the WBCMT  
22 Collateral, including the Property. Except to the extent that WBCMT has been paid prior to  
23 the Effective Date or agrees to less favorable treatment, the WBCMT Class 2 Claim shall  
24 be treated and paid as follows:

25 (a) WBCMT shall retain its existing Lien against the WBCMT Collateral in the  
26 amount of its Allowed Class 2 Claim, until its Allowed Class 2 Claim is paid in full. Upon  
27 payment in full of the Allowed Class 2 Claim, WBCMT's Lien shall be deemed released  
28

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1 and WBCMT shall be required to file a release of Lien wherever its existing Lien is  
2 recorded.

3 (b) Thirty (30) days after the Effective Date, the Allowed Class 2 Claim shall  
4 receive an upfront payment of principal (the "Principal Reduction Payment"). The amount  
5 of the Principal Reduction Payment will be set forth in the final definitive documentation for  
6 the Steelbridge Venture (as defined below). The Principal Reduction Payment will be  
7 applied to reduce the Class 2 Claim amount, to the extent Allowed.

8 (c) Thirty (30) days after the Effective Date, the Allowed Class 2 Claim shall  
9 accrue simple interest at the rate of 4.30% per annum. The interest rate to be paid may  
10 be adjusted by the Court in the Confirmation Order if and to the extent that the Court  
11 determines that an adjustment is required under Bankruptcy Code §§ 1129(a)-(b).

12 (d) Beginning on the eleventh day of the month that is thirty (30) days after the  
13 Effective Date, and paid on the eleventh day of each month thereafter for a period of five  
14 (5) years from the Effective Date, the Allowed Class 2 Claim shall receive: (i) monthly  
15 payments of interest only for years one (1), two (2) and three (3) following the Effective  
16 Date, and (ii) monthly payments of interest and principal amortized over thirty (30) years,  
17 for years four (4) and five (5) following the Effective Date. The monthly amount to be paid  
18 may be adjusted by the Court in the Confirmation Order if and to the extent that the Court  
19 determines that an adjustment is required under Bankruptcy Code §§ 1129(a)-(b).

20 (e) The Allowed Class 2 Claim will be fully due and payable five (5) years/sixty  
21 (60) months following the Effective Date, to the extent that it has not been paid in full prior  
22 to that date. On the five year anniversary of the Effective Date, if the Class 2 Claim has  
23 not been paid in full, WBCMT will receive the balance of the Allowed Class 2 Claim.

24 (f) To the extent WBCMT recovers payment on its Class 2 Claim from the  
25 Guarantor, WBCMT's Class 2 Claim will be disallowed in a proportionate amount which  
26 prohibits any double recovery, and WBCMT will not be entitled to any payment on the  
27 Class 2 Claim provided herein. Such provision is not intended to affect any subrogation  
28 rights of the Guarantor under applicable law.

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1 Class 2 is impaired.

2 c. Class 3 - Secured Claim of Jemm Investments, LLC (HVAC)

3 Class 3 consists of the first of two Secured Claims of Jemm Investments, LLC  
4 ("Jemm"). Jemm's Class 3 Secured Claim is in the Allowed amount of \$10,147.00. The  
5 Debtors entered into a contract with Jemm for the financing of an upgrade to the  
6 Property's heating, venting and air conditioning (HVAC) system in August 2012. Jemm's  
7 Class 3 Claim, to the extent Allowed, shall be treated as a Secured Claim secured by liens  
8 and security interests in the Jemm Collateral (HVAC). Except to the extent that Jemm has  
9 been paid prior to the Effective Date or agrees to less favorable treatment, the Jemm  
10 Class 3 Claim shall be treated and paid as follows:

11 (a) Jemm shall retain its Lien on the Jemm Collateral (HVAC) until its Allowed  
12 Class 3 Claim has been paid in full. Upon payment in full of the Allowed Class 3 Claim,  
13 Jemm's Lien shall be deemed released and Jemm shall be required to file a release of  
14 Lien wherever its existing Lien is recorded.

15 (b) Jemm's Allowed Class 3 Claim shall accrue interest from and after the  
16 Effective Date at the Plan Rate. The interest rate to be paid may be adjusted by the Court  
17 in the Confirmation Order if and to the extent that the Court determines that an adjustment  
18 is required under Bankruptcy Code §§ 1129(a)-(b).

19 (c) Jemm shall receive fifty percent (50%) of its Allowed Class 3 Claim within  
20 twelve (12) months of the Effective Date and fifty percent (50%) of its Allowed Class 3  
21 Claim within twenty-four (24) months of the Effective Date.

22 Class 3 is impaired.

23 d. Class 4 - Secured Claim of Jemm Investments, LLC (Security  
24 System)

25 Class 4 consists of the second Secured Claim of Jemm in the Allowed amount of  
26 \$10,275.00. The Debtors entered into a contract with Jemm for the financing of a security  
27 system for the Property in August 2012. Jemm's Class 4 Claim, to the extent Allowed,  
28 shall be treated as a Secured Claim secured by liens and security interests in the Jemm

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1 Collateral (Security System). Except to the extent that Jemm has been paid prior to the  
2 Effective Date or agrees to less favorable treatment, the Jemm Class 4 Claim shall be  
3 treated and paid as follows:

4 (a) Jemm shall retain its Lien on the Jemm Collateral (Security System) until its  
5 Allowed Class 4 Claim has been paid in full. Upon payment in full of the Allowed Class 4  
6 Claim, Jemm's Lien shall be deemed released and Jemm shall be required to file a  
7 release of Lien wherever its existing Lien is recorded.

8 (b) Jemm's Allowed Class 4 Claim shall accrue interest from and after the  
9 Effective Date at the Plan Rate. The interest rate to be paid may be adjusted by the Court  
10 in the Confirmation Order if and to the extent that the Court determines that an adjustment  
11 is required under Bankruptcy Code §§ 1129(a)-(b).

12 (c) Jemm shall receive fifty percent (50%) of its Allowed Class 4 Claim within  
13 twelve (12) months of the Effective Date and fifty percent (50%) within twenty-four (24)  
14 months of the Effective Date.

15 Class 4 is impaired.

16 e. Class 5 - Secured Claim of Ford Motor Credit Company

17 Class 5 consists of the Secured Claim of Ford Motor Credit Company ("Ford  
18 Credit") in the Allowed amount of \$9,737.76. The Debtors entered into a contract with  
19 Ford Credit for the financing of a maintenance vehicle for the Property in September 2012.  
20 To the extent Allowed, Ford Credit's Class 5 Claim shall be treated as a Secured Claim  
21 secured by liens and security interests in the Ford Collateral. Except to the extent that  
22 Ford Credit has been paid prior to the Effective Date or agrees to less favorable  
23 treatment, the Ford Credit Class 5 Claim shall be treated and paid as follows:

24 (a) Ford Credit shall retain its Lien on the Ford Collateral until its Allowed Class  
25 5 Claim has been paid in full. Upon payment in full of the Allowed Class 5 Claim, Ford  
26 Credit's Lien shall be deemed released and Ford Credit shall be required to file a release  
27 of Lien wherever its existing Lien is recorded.

28

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1 (b) Ford Credit's Allowed Class 5 Claim shall accrue simple interest from and  
2 after the Effective Date at the rate of 6.74% per annum. The interest rate to be paid may  
3 be adjusted by the Court in the Confirmation Order if and to the extent that the Court  
4 determines that an adjustment is required under Bankruptcy Code §§ 1129(a)-(b).

5 (c) Beginning on the twenty-first day of the month after the Effective Date, and  
6 paid on the twenty-first day of each month thereafter, Ford Credit shall receive monthly  
7 payments of principal and interest amortized over twenty-four (24) months. The monthly  
8 amount to be paid may be adjusted by the Court in the Confirmation Order if and to the  
9 extent that the Court determines that an adjustment is required under Bankruptcy Code  
10 §§ 1129(a)-(b).

11 Class 5 is impaired.

12 **4. Classes of General Unsecured Claims**

13 Classes 6, 7, 8 and 9 consist of general unsecured Claims not entitled to priority  
14 under Bankruptcy Code § 507(a).

15 a. Class 6 – General Unsecured Claims

16 Class 6 consists of the Allowed General Unsecured Claims of general unsecured  
17 creditors that do not fall in another class, in the estimated total amount of \$43,307.20  
18 which shall be paid and treated as follows:

19 Except to the extent the holder of an Allowed Class 6 General Unsecured Claim  
20 has been paid prior to the Effective Date or agrees to less favorable treatment, each  
21 holder of an Allowed Class 6 General Unsecured Claim shall receive fifty percent (50%) of  
22 its Allowed Class 6 Claim within six (6) months of the Effective Date and fifty percent  
23 (50%) within twelve (12) months of the Effective Date.

24 Class 6 is impaired.

25 b. Class 7 – Unsecured Claim of WBCMT 2007-C31 Amberpark  
26 Office Limited Partnership

27 Class 7 consists of the unsecured deficiency claim of WBCMT, based upon the  
28 bifurcation of WBCMT's pre-petition claim pursuant to Bankruptcy Code § 506(a), in the

1 amount of the total Allowed value of WBCMT's Claim against the Debtors, less  
2 \$19,800,000 allocated to treatment under Class 2. WBCMT's Claim is guaranteed by the  
3 Guarantor. Except to the extent the WBCMT Allowed Class 7 Claim has been paid prior  
4 to the Effective Date or agrees to less favorable treatment, WBCMT's Class 7 Claim, shall  
5 be paid and treated as follows:

6 (a) On or before the five year anniversary of the Effective Date, WBCMT will be  
7 paid a sum certain of \$1,000,000.00 on its Class 7 Claim.

8 (b) To the extent WBCMT recovers payment on its Class 7 Claim from the  
9 Guarantor, WBCMT's Class 7 Claim will be disallowed in a proportionate amount which  
10 prohibits any double recovery, and WBCMT will not be entitled to any payment on the  
11 Class 7 Claim provided herein. Such provision is not intended to affect any subrogation  
12 rights of the Guarantor under applicable law.

13 Class 7 is impaired.

14 c. Class 8 – Tenant Security Deposits

15 Class 8 consists of claims of tenants of the Property to security deposits provided  
16 pursuant to commercial leases with the Debtors. On the Effective Date, commercial  
17 tenant leases will be assumed under section E.1 of the Plan, and security deposit claims  
18 will be deemed cured and subject to the terms of their respective lease.

19 Class 8 is unimpaired.

20 d. Class 9 – Unsecured Claims of Non-Debtor TICs

21 Class 9 consists of all Allowed Unsecured Claims against the Debtors by the TIC  
22 owners of the Property, other than the Debtors, for which TICs are jointly and severally  
23 liable on Class 1, Class 2, Class 3, Class 4, Class 5, Class 6, Class 7 and Class 8 Claims,  
24 including those Claims arising before the Effective Date or those which arise under the  
25 Plan, which shall be treated as follows:

26 Class 9 Claims will receive no payment.

27 Class 9 is impaired.

28

1                   **5. Classes of Interest Holders**

2                   a.     Class 10 – Interest Holders

3                   Class 10 Interest Holders are the parties who hold membership Interests (i.e.,  
4 equity interest) in the Debtors. The holder or holders of membership Interests in the  
5 Debtors shall receive, on account of each of their Interests in the Debtors, a share of  
6 interests in the Reorganized Debtors in proportion to the respective Debtor’s ownership  
7 interest in the Property.

8                   Class 10 is impaired.

9                   **E. Means of Effectuating the Plan**

10                  **1. Assumption of Allowed Claims**

11                  The Reorganized Debtors shall assume the liability for and obligation to perform  
12 and make all distributions or payments on account of all Allowed Claims in the manner  
13 provided in the Plan.

14                  **2. Vesting of Assets**

15                  As of the Effective Date, ownership of the Property shall vest in the Reorganized  
16 Debtors free and clear of all Liens and Claims and all rights, title and interests, except as  
17 expressly set forth in the Plan.

18                  Non-Debtor ownership of the Property shall vest pursuant to any legal means,  
19 including but not limited to, Bankruptcy Code section 363(h) and the Call Option in Section  
20 11.2 of the TIC Agreement. The \$19,800,000.00 value of the Property set forth in this  
21 Disclosure Statement shall constitute notice of the Appraised Value pursuant to the Call  
22 Option procedure, and based on the Appraised Value, the cash price for the transfer of  
23 the non-Debtor interests in the Property under the Call Option shall be deemed zero.

24                  **3. Funding of Plan**

25                  The payments to be made under the Plan shall be funded from:

26                  (1) a New Capital Infusion from the Debtors collectively based on an investment  
27 venture with Steelbridge (as set forth in final definitive documentation and approved by the  
28 Court in connection with confirmation of this Plan);

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1 (2) net operational profits (positive cash flow) generated by the Property, after  
2 allowance of operational expenses (vendor costs, management fees, taxes, etc.) and  
3 reserves;

4 (3) to the extent necessary, other sources of funds, including a further cash infusion  
5 from the Debtors or future borrowings; and

6 (4) before or by the five year anniversary of the Effective Date, the Property will  
7 either be refinanced or sold to pay off the remaining Class 2 Claim and Class 7 Claim of  
8 WBCMT.

9 A copy of the Term Sheet dated August 30, 2013 containing the terms of the  
10 investment venture with Steelbridge (through its investment vehicle ASB Acquisitions,  
11 LLC) (the "Steelbridge Venture") is attached hereto and incorporated by reference as  
12 **Exhibit "7."** The Steelbridge Venture is subject to definitive documentation agreed to and  
13 executed by the Debtors and Steelbridge and approved by the Bankruptcy Court in  
14 connection with this Plan. The New Capital Infusion shall be used to fund on the Effective  
15 Date, *inter alia*, (i) the Principal Reduction Payment of the Class 2 Claim, (ii) a reserve  
16 account for tenant improvement costs and leasing commissions with respect to the  
17 Property, (iii) other payments due under the Plan and (iv) operating shortfalls as needed.

18 On the Effective Date, the Debtors will receive general limited liability company  
19 membership interests in the Reorganized Debtors consistent with the proportion of their  
20 interests in the Property prior to the Effective Date. The general membership interests in  
21 the Reorganized Debtors will contain limited management responsibilities as described  
22 below. The Plan contemplates that the Property will continue to be managed by a  
23 property manager.

#### 24 4. General Corporate Actions

25 Upon the Effective Date, all actions contemplated by the Plan will be deemed  
26 authorized and approved in all respects, including (i) the execution and consummation of  
27 all documents necessary and appropriate to effectuate the Steelbridge Venture; and (ii) all  
28



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1 other actions contemplated by such documents or the Plan (whether to occur before, on  
2 or after the Effective Date).

3 All matters and transactions provided for in the Plan concerning the structure of the  
4 Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or  
5 the Reorganized Debtors in connection with the New Capital Infusion and the Plan will be  
6 deemed to have occurred and will be in effect, without any requirement of further action by  
7 the members, managers, or officers of the Debtors or the Reorganized Debtors. On or (as  
8 applicable) prior to the Effective Date, the appropriate officers or managers of the Debtors  
9 or the Reorganized Debtors, as applicable, will be authorized and directed to issue,  
10 execute and deliver the agreements, documents, and instruments contemplated by the  
11 Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the  
12 name of and on behalf of the Reorganized Debtors. Such authorizations and approvals  
13 will be effective notwithstanding any requirements under non-bankruptcy law.

## 14 **5. The Structure of the Reorganized Debtors and Post-Confirmation** 15 **Management**

16 The Reorganized Debtors will be a duly formed Delaware limited liability company.  
17 It is anticipated that Steelbridge will be the Managing Member of the Reorganized  
18 Debtors. Information about Steelbridge's qualifications and experience can be found at  
19 [www.steelbridgecapital.com](http://www.steelbridgecapital.com).

### 20 **F. Risk Factors**

21 Performance of the obligations under the Plan is subject to various factors and  
22 contingencies, some of which are described in this section. The following discussion  
23 summarizes some of the material risks associated with the Plan, but is not intended to be  
24 exhaustive. Moreover, it should be read in connection with the other disclosures  
25 contained in this Disclosure Statement and the Plan. Each creditor, in conjunction with its  
26 advisors, should supplement the following discussion by analyzing and evaluating the  
27 Plan and the Disclosure Statement as a whole. THE RISKS ASSOCIATED WITH THE  
28

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1 PLAN MUST BE CAREFULLY CONSIDERED IN DETERMINING WHETHER TO  
2 ACCEPT THE PLAN.

3 There is always a risk that the Debtors' assets will lose value. There is a possibility  
4 that the real estate market, Property value and occupancy rate could decline. If the  
5 Property does not to operate as profitably or appreciate in value as is currently projected,  
6 the Reorganized Debtors would be hampered in their ability to make the monthly  
7 payments called for under the Plan on account of the Class 2 Claim, and to raise  
8 additional funds, through sale and/or refinancing, to pay off any remaining Plan  
9 obligations. While the Debtors believe that the projections of future positive cash flow and  
10 appreciation are valid, especially when supported with the New Capital Infusion, any  
11 projection of economic activity and value is, to some extent, speculative, and should be  
12 considered as an educated projection and not a guaranty.

13 The success of the reorganization is also dependent on the closing of the  
14 Steelbridge Venture, and failure to obtain the New Capital Infusion could result in the Plan  
15 in its current form not being feasible.

16 **G. Provisions Governing Distributions.**

17 Distributions to be made to any Creditor under the Plan shall be made by the  
18 Reorganized Debtors or their authorized agent.

19 **1. Claim Objections and Disputed Claims**

20 THE BAR DATE FOR FILING A PROOF OF CLAIM IN THESE CASES BY  
21 CLAIMANTS WHOSE CLAIMS WERE NOT SCHEDULED OR WERE SCHEDULED  
22 AS DISPUTED, CONTINGENT OR UNLIQUIDATED WAS APRIL 30, 2013 FOR NNN  
23 PARKWAY 400 26, LLC. A CLAIMS BAR DATE FOR THE REMAINING DEBTORS HAS  
24 BEEN REQUESTED BUT HAS YET TO BE ESTABLISHED.

25  
26  
27  
28

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1                   **2. Procedures for Resolving and Treating Contested and**  
2                   **Contingent Claims**

3                   a.     Objection Deadline

4                   All objections to Claims shall be served and filed by the Objection Deadline, if one  
5 is set by the Bankruptcy Court, although nothing contained herein shall require the fixing  
6 of an Objection Deadline; provided, however, the Objection Deadline shall not apply to  
7 Claims which are not reflected in the claims register, including any alleged informal proofs  
8 of claim. If an Objection Deadline is fixed, it may be extended one or more times by the  
9 Bankruptcy Court pursuant to a motion filed on or before the then applicable Objection  
10 Deadline. Any proof of claim filed more than sixty (60) days after the Effective Date shall  
11 be of no force and effect and need not be objected to by the Reorganized Debtors. Any  
12 Contested Claims may be litigated to Final Order. The Reorganized Debtors may  
13 compromise and settle any Contested Claim without the necessity of any further notice or  
14 approval of the Bankruptcy Court. Bankruptcy Rule 9019 shall not apply to any settlement  
15 of a Contested Claim after the Effective Date.

16                   b.     Responsibility for Objecting to Claims

17                   The Reorganized Debtors shall have the sole right and responsibility for objecting  
18 to the allowance of Claims following the Effective Date.

19                   c.     Distributions on Account of Contested Claims

20                   If a Claim is Contested, then the Initial Distribution Date as to such Contested  
21 Claim shall be determined based upon its date of Allowance, and thereafter distribution  
22 shall be made on account of such Allowed Claim pursuant to the provisions of the Plan.  
23 No distribution shall be made on account of a Contested Claim until Allowed. Until such  
24 time as a contingent Claim becomes fixed and absolute by a Final Order allowing such  
25 Claim, such Claim shall be treated as a Contested Claim for purposes of estimates,  
26 allocations, and distributions under the Plan. Any contingent right to contribution or  
27 reimbursement shall continue to be subject to section 502(e) of the Bankruptcy Code.  
28

1 d. No Waiver of Right to Object

2 Except as expressly provided in the Plan, nothing contained in this Disclosure  
3 Statement, the Plan or the Confirmation Order shall waive, relinquish, release or impair  
4 the Reorganized Debtors' right to object to any Claim.

5 e. Rights under Section 505

6 All Tax Claims shall remain subject to section 505 of the Bankruptcy Code. The  
7 Reorganized Debtors shall retain the right to a determination of the amount or legality of  
8 any tax pursuant to section 505 of the Bankruptcy Code as to any Tax Claim. The  
9 Reorganized Debtors may seek relief pursuant to section 505 of the Bankruptcy Code as  
10 a part of, and in conjunction with, any objection to any Tax Claim.

11 f. Allowance of Contested Claims

12 This section shall apply to all Contested Claims. Nothing contained in the Plan,  
13 Disclosure Statement or Confirmation Order shall change, waive or alter any requirement  
14 under applicable law that the holder of a Contested Claim must file a timely proof of Claim,  
15 and the Claim of any such Contested Creditor who is required to file a proof of Claim and  
16 fails to do so shall be discharged and shall receive no distribution through the Plan. The  
17 adjudication and liquidation of Contested Claims is a determination and adjustment of the  
18 debtor/creditor relationship, and is therefore an exercise of the Bankruptcy Court's  
19 equitable power to which the legal right of trial by jury is inapplicable. The holder of any  
20 Contested Claim shall not have a right to trial by jury before the Bankruptcy Court in  
21 respect of any such Claim. Exclusive venue for any Contested Proceeding shall be in the  
22 Bankruptcy Court or a court of competent jurisdiction located in Orange County,  
23 California. Contested Claims shall each be determined separately, except as otherwise  
24 ordered by the Bankruptcy Court. The Reorganized Debtors shall retain all rights of  
25 removal to federal court as to any Contested Proceeding.

26 **3. Attorneys' Fees and Costs**

27 To the extent any holder of a Secured Claim asserts a right to attorney's fees and  
28 costs pursuant to section 506(b) of the Bankruptcy Code, unless otherwise agreed

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1 between the Debtors or Reorganized Debtors and such Secured Creditor, the allowance  
2 of such fees and expenses shall be handled as set forth in this paragraph. Within thirty  
3 (30) days after the Effective Date, the Secured Creditor shall provide both a summary and  
4 a detailed statement of any such fees and costs requested to the Reorganized Debtors. If  
5 the Secured Creditor and the Reorganized Debtors reach agreement, the parties shall  
6 submit a stipulated order to the Bankruptcy Court for allowance of such agreed fees and  
7 costs. If the Secured Creditor and the Reorganized Debtors are unable to reach  
8 agreement within twenty-one (21) days receipt of the requested fees and costs by the  
9 Reorganized Debtors, the portion of disputed fees and costs shall be submitted by the  
10 Secured Creditor to the Bankruptcy Court for determination. Within fourteen (14) days  
11 after such application is filed and served, the Reorganized Debtors may file any objections  
12 thereto, and the Secured Creditor may file any response within seven (7) days thereafter.

#### 13 **4. Date of Distributions**

14 No payment or distribution shall be made pursuant to the Plan except on account of  
15 an Allowed Claim, except as otherwise ordered by the Bankruptcy Court pursuant to a  
16 Final Order. No payment shall be made on account of any Contested Claim until such  
17 Claim is Allowed. Any payments or distributions to be made by the Reorganized Debtors  
18 pursuant to the Plan shall be made on the respective Initial Distribution Dates applicable  
19 to each such Allowed Claim except as otherwise provided in the Plan or ordered by the  
20 Bankruptcy Court. Any Unclaimed Property may be paid into the registry of the Court or  
21 otherwise distributed in accordance with the Orders of the Court.

#### 22 **5. Means of Cash Payment**

23 Cash payments pursuant to the Plan shall be made by check drawn on, or by wire  
24 transfer from, a domestic bank.

#### 25 **6. Delivery of Distributions**

26 Distributions and deliveries to the holder of an Allowed Claim shall be made at the  
27 addresses set forth on the respective proofs of Claim filed in this case. If no proof of  
28 Claim is filed, distribution shall be made to the Creditor at the last known address or as

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1 reflected in the Schedules. If any distribution is returned as undeliverable, no further  
2 distribution shall be made on account of such Allowed Claim unless and until the  
3 Reorganized Debtors are notified of such holder's then current address, at which time all  
4 missed distributions shall be made to the holder of such Allowed Claim. All claims for  
5 undeliverable distributions shall be made on or before the first anniversary of the  
6 attempted distribution. After such date, all Unclaimed Property shall revert to the  
7 Reorganized Debtors, and the Claim of any holder with respect to such property shall be  
8 discharged and forever barred.

### 9 **7. Time Bar to Cash Payments**

10 Checks issued in respect of Allowed Claims shall be null and void if not cashed  
11 within ninety (90) days of the date of issuance thereof. Requests for reissuance of any  
12 check shall be made directly to the Reorganized Debtors by the holder of the Allowed  
13 Claim with respect to which such check originally was issued. Any claim in respect of  
14 such a voided check shall be made on or before the later of the first anniversary of the  
15 Initial Distribution Date or ninety (90) days after the date of issuance of such check. After  
16 such date, all Claims in respect of void checks shall be discharged and forever barred.

### 17 **8. Cure Period**

18 Except as otherwise set forth in the Plan, the failure by the Reorganized Debtors to  
19 timely perform any term, provision or covenant contained in the Plan, or to make any  
20 payment required by the Plan to any Creditor, or the failure to make any payment or  
21 perform any covenant on any note, instrument or document issued pursuant to the Plan,  
22 shall not constitute an Event of Default unless and until the Reorganized Debtors have  
23 been given thirty (30) days written notice of such alleged default in the manner provided in  
24 the Plan, and provided an opportunity to cure such alleged default. Until the expiration of  
25 such thirty (30) day cure period, the Reorganized Debtors shall not be in default, and  
26 performance during such thirty (30) day cure period shall be deemed as timely for all  
27 purposes. Such written notice and passage of the thirty (30) day cure period shall  
28 constitute conditions precedent to declaring or claiming any default under the Plan or

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1 bringing any action or legal proceeding by any Person to enforce any right granted under  
2 the Plan.

3 **9. Pre-Payment of Claims**

4 Any other term of the Plan notwithstanding on or after the Effective Date, the  
5 Reorganized Debtors may pre-pay any Allowed Claim in whole or in part without penalty.

6 **10. Setoffs**

7 The Reorganized Debtors may, but shall not be required to, set off against any  
8 Claim and the payments or other distributions to be made pursuant to the Plan in respect  
9 of such Claim, claims of any nature whatsoever against the holder of such Claim, but  
10 neither the failure to do so nor the allowance of any Claim hereunder shall constitute a  
11 waiver or release by the Reorganized Debtors of any such Claim that they may have  
12 against such holder.

13 **H. Other Provisions of the Plan**

14 **1. Executory Contracts and Unexpired Leases**

15 **a. Assumptions**

16 All executory contracts or unexpired leases shall be deemed assumed upon the  
17 Effective Date, unless expressly rejected as set forth below. The Plan shall constitute a  
18 motion to assume all executory contracts or unexpired leases unless otherwise expressly  
19 rejected. However, the Debtors may file a separate motion for the assumption or rejection  
20 of any executory contract or unexpired lease.

21 **b. Rejections**

22 The following executory contracts and unexpired leases shall be deemed rejected  
23 as of the Effective Date:

24 1. The Debtors terminated the Management Agreement with Triple Net  
25 Properties Realty, Inc., a California corporation, whose corporate name subsequently  
26 changed to Daymark Realty Advisors, Inc., a Delaware corporation (the "Management  
27 Agreement"), on November 30, 2012, prepetition. Nonetheless, in an abundance of  
28 caution, the order of the Court confirming the Plan shall constitute an order rejecting the

1 Management Agreement, and deeming it terminated as of the Petition Date of December  
2 30, 2012.

3 2. Upon the Effective Date pursuant to the Plan, the TIC Agreement shall be  
4 deemed rejected, with any rejection damages related thereto constituting Class 9 Claims.

5 c. Cure Payments and Release of Liability

6 All cure payments which may be required by section 365(b)(1) of the Bankruptcy  
7 Code under any executory contract or unexpired lease that is assumed or assumed and  
8 assigned under the Plan, shall be made by or on behalf of the Reorganized Debtors on  
9 the later of the assumption date or the Effective Date, or as soon thereafter as reasonably  
10 practicable, or as otherwise agreed between the Debtors and the other party to the  
11 contract being cured; provided, however, in the event of a dispute regarding the amount of  
12 any Cure Claim, the cure of any other defaults, the ability of the Reorganized Debtors to  
13 provide adequate assurance of future performance, or any other matter pertaining to  
14 assumption or assignment, the Reorganized Debtors shall make such cure payments and  
15 cure such other defaults and provide adequate assurance of future performance, all as  
16 may be required by section 365(b)(1) of the Bankruptcy Code, following the entry of a  
17 Final Order by the Bankruptcy Court resolving such dispute.

18 d. Bar to Rejection Damages

19 Except as otherwise ordered by the Bankruptcy Court, any Rejection Claim based  
20 on the rejection of an executory contract or an unexpired lease shall be forever barred and  
21 shall not be enforceable against the Reorganized Debtors or the Assets, unless a proof of  
22 Claim is filed with the Bankruptcy Court and served upon the Reorganized Debtors by the  
23 earlier of thirty (30) days after the Effective Date or entry of the Final Order approving  
24 rejection of such contract or lease.

25 e. Rejection Claims

26 Any Rejection Claim not barred by paragraph II.E.(1)(d) of the Plan shall be  
27 classified as a Class 6 Unsecured (General) Claim subject to the provisions of section  
28 502(g) of the Bankruptcy Code; provided, however, that any Rejection Claim based upon



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1 the rejection of an unexpired lease of real property, either prior to the Confirmation Date or  
2 upon the entry of the Confirmation Order, shall be limited in accordance with section  
3 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing  
4 contained herein shall be deemed an admission by the Reorganized Debtors that such  
5 rejection gives rise to or results in a Claim or shall be deemed a waiver by the  
6 Reorganized Debtors of any objections to such Claim if asserted.

7 **2. Preservation of Causes of Action and Avoidance Actions**

8 The Debtors reserve for the Estates all rights to commence and pursue, as  
9 appropriate, any and all Actions or Avoidance Actions, whether arising prior to or after the  
10 Petition Dates, in any court or other tribunal, including without limitation, in an adversary  
11 proceeding filed in the Bankruptcy Court. Upon the Effective Date, such rights shall be  
12 vested in the Reorganized Debtors to be exercised in the Reorganized Debtors' sole and  
13 absolute discretion. While the Debtors have attempted to identify Avoidance Actions or  
14 other action in the Disclosure Statement which may be pursued, the failure to list any  
15 potential Avoidance Action or other actions, generally or specifically, is not intended to  
16 limit the rights of the Debtors or the Reorganized Debtors to pursue any Avoidance Action  
17 or other actions.

18 ANY CREDITORS THAT BELIEVE THEY RECEIVED A TRANSFER OR SETOFF  
19 THAT IS AVOIDABLE UNDER THE CODE OR THAT HOLDS A CLAIM AGAINST THE  
20 ESTATE THAT COULD BE SUBJECT TO AN OBJECTION BASED UPON FAILURE TO  
21 RETURN AN AVOIDABLE TRANSFER OR SETOFF, ARE DIRECTED TO REVIEW  
22 THEIR RECORDS AND/OR THE DEBTORS' SCHEDULES FOR FURTHER  
23 INFORMATION. HOWEVER, ALL RIGHTS OF THE DEBTORS AND THE ESTATES  
24 ARE RESERVED WITH RESPECT TO ANY AND ALL TRANSFERS OR SETOFFS  
25 WHICH MAY BE AVOIDABLE UNDER THE BANKRUPTCY CODE.

26  
27  
28

1                   **3.     Borrowing by the Reorganized Debtors**

2           Nothing contained in the Plan shall impair, prohibit, or limit the Reorganized  
3 Debtors' rights and powers to borrow money or incur debt, whether on a secured or  
4 unsecured basis, and whether or not in the ordinary course of business.

5                   **4.     Retention of Jurisdiction**

6           Pursuant to sections 1334 and 157 of title 28 of the United States Code, the  
7 Bankruptcy Court shall retain exclusive jurisdiction of all matters arising in, arising under,  
8 and related to the Chapter 11 Cases and the Plan, for the purposes of sections 105(a)  
9 and 1142 of the Bankruptcy Code, and for, among other things, the following purposes:

10           (a)    To hear and determine any and all Objections to or applications concerning  
11 the allowance of Claims or the allowance, classification, priority, compromise, estimation,  
12 or payment of any Administrative Expense or Claim;

13           (b)    To hear and determine any and all applications for payments of fees and  
14 expenses from the Reorganized Debtors' estate made by attorneys or any other  
15 Professional pursuant to sections 330 or 503 of the Bankruptcy Code, or for payment of  
16 any other fees or expenses authorized to be paid or reimbursed from the Reorganized  
17 Debtors' estates under the Bankruptcy Code, and any and all objections thereto;

18           (c)    To hear and determine pending applications for the rejection, assumption, or  
19 assumption and assignment of unexpired leases and executory contracts and the  
20 allowance of Claims resulting therefrom, and to determine the rights of any party in  
21 respect to the assumption or rejection of any executory contract or unexpired lease;

22           (d)    To hear and determine any and all adversary proceedings, applications, or  
23 contested matters, including any remands or appeals;

24           (e)    To hear and determine all controversies, disputes, and suits which may arise  
25 in connection with the execution, interpretation, implementation, consummation, or  
26 enforcement of the Plan or in connection with the enforcement of any remedies made  
27 available under the Plan, including without limitation, (i) adjudication of all rights, interests  
28 or disputes relating to any of the Assets, (ii) the valuation of all Collateral, including

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1 hearing all Valuation Motions, (iii) the determination of the validity of any Lien or claimed  
2 right of offset; (iv) determinations of Objections to Contested Claims; and (v) adjudication  
3 of any disputes relating to the assumption or rejection of any executory contracts or  
4 unexpired leases, including the determination of the amount of a Cure Claim associated  
5 with any executory contract or unexpired lease;

6 (f) To liquidate and administer any disputed, contingent, or unliquidated Claims,  
7 including the allowance of all Contested Claims;

8 (g) To administer distributions to holders of Allowed Claims as provided herein;

9 (h) To enter and implement such orders as may be appropriate in the event the  
10 Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

11 (i) To enable the Reorganized Debtors to prosecute any and all proceedings  
12 which may be brought to set aside Liens or encumbrances and to recover any transfers,  
13 assets, properties or damages to which the Reorganized Debtors may be entitled under  
14 applicable provisions of the Bankruptcy Code or any other federal, state or local laws,  
15 including causes of action, controversies, disputes and conflicts between the Reorganized  
16 Debtors and any other party, including but not limited to, any causes of action or  
17 Objections to Claims, preferences of fraudulent transfers and obligations or equitable  
18 subordination.

19 (j) To consider any modification of the Plan pursuant to section 1127 of the  
20 Bankruptcy Code, to cure any defect or omission, or reconcile any inconsistency in any  
21 order of the Bankruptcy Court, including, without limitation the Confirmation Order;

22 (k) To enforce the discharge and injunction set forth above;

23 (l) To the extent necessary, to approve the sale after the Effective Date of any  
24 of the Assets free and clear of all Liens, claims and interests, or to approve any  
25 borrowings (either secured or unsecured) by the Reorganized Debtors;

26 (m) To enter and implement all such orders as may be necessary or appropriate  
27 to execute, interpret, implement, consummate, or enforce the terms and conditions of the  
28 Plan and the transactions required or contemplated pursuant hereto;

1 (n) To hear and determine any other matter not inconsistent with the Bankruptcy  
2 Code and title 28 of the United States Code that may arise in connection with or related to  
3 the Plan;

4 (o) To determine proceedings pursuant to section 505 of the Bankruptcy Code;  
5 and

6 (p) To enter a final decree closing these Chapter 11 cases.

7 **5. Abstention and Other Courts**

8 If the Bankruptcy Court abstains from exercising, or declines to exercise,  
9 jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to  
10 the Chapter 11 Cases, this section of the Disclosure Statement shall have no effect upon  
11 and shall not control, prohibit or limit the exercise of jurisdiction by any other court having  
12 competent jurisdiction with respect to such matter.

13 **6. Tax Consequences of the Plan**

14 CREDITORS AND INTEREST HOLDERS CONCERNED WITH HOW THE PLAN  
15 MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN  
16 ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS. The following disclosure of  
17 possible tax consequences is intended solely for the purpose of alerting readers about  
18 possible tax issues the Plan may present to the Debtors or the Reorganized Debtors. The  
19 Debtors and their professionals CANNOT and DO NOT represent that the tax  
20 consequences contained below are the only tax consequences of the Plan because the  
21 Tax Code embodies many complicated rules which make it difficult to state completely  
22 and accurately all the tax implications of any action.

23 Due to the unsettled and complex nature of some of the tax issues, as well as the  
24 possibility that developments subsequent to the date hereof could affect the tax  
25 consequences of the Plan, the following discussion should not be regarded as definitive or  
26 as covering all possible tax consequences. Additionally, this summary does not discuss  
27 all aspects of federal income taxation that may be relevant to a particular creditor in light  
28 of its individual circumstances or to certain creditors subject to special treatment under the

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1 federal income tax laws (for example, life insurance companies, tax-exempt organizations,  
2 foreign corporations and individuals who are not citizens or residents of the United  
3 States).

4 As stated above, creditors concerned with how the Plan will affect their own tax  
5 liability should consult with their own accountants, attorneys, and/or advisors. The  
6 Debtors are still in the process of determining the tax consequences of the Plan.  
7 However, the Debtors do not expect adverse consequences materially affecting the  
8 distributions to the Holders of Allowed Claims under the Plan.

### 9 7. Exemption from Transfer Taxes

10 Pursuant to Bankruptcy Code § 1146(a), any transfers from the Debtors to the  
11 Reorganized Debtors or to any other Person pursuant to the Plan in the United States  
12 shall not be subject to any stamp, real estate transfer, personal property, recording or  
13 other similar tax, and the Confirmation Order shall direct the appropriate state or local  
14 governmental officials or agents to forgo the collection of any such tax or governmental  
15 assessment and to accept for filing and recordation any of the foregoing instruments or  
16 other documents without payment of any such tax or governmental assessment.

## 17 18 IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

19 PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THE PLAN  
20 SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON  
21 CONFIRMING A PLAN IS VERY COMPLEX. The following discussion is intended solely  
22 for the purpose of alerting readers about basic confirmation issues, which they may wish  
23 to consider, as well as certain deadlines for filing Claims. The Debtors CANNOT and DO  
24 NOT represent that the discussion contained below is a complete summary of the law on  
25 this topic.

26 Many requirements must be met before the Court can confirm a Plan. Some of the  
27 requirements include that the Plan must be proposed in good faith, acceptance of the  
28 Plan, whether the Plan pays creditors at least as much as creditors would receive in a

1 chapter 7 liquidation, and whether the Plan is feasible. These requirements are not the  
2 only requirements for confirmation.

3 **A. Who May Vote or Object**

4 **1. Who May Object to Confirmation of the Plan**

5 Any party in interest may object to the confirmation of the Plan, but as explained  
6 below, not everyone is entitled to vote to accept or reject the Plan.

7 **2. Who May Vote to Accept/Reject the Plan**

8 A creditor has a right to vote for or against the Plan if that creditor has a Claim that:  
9 (a) either is an Allowed Claim or is allowed for voting purposes; (b) is classified in an  
10 impaired Class; and (c) is entitled to receive or retain some property on account of its  
11 Claim.<sup>3</sup>

12 **a. What Is an Allowed Claim/Interest**

13 As noted above, a creditor must first have an Allowed Claim to have the right to  
14 vote. Generally, any Proof of Claim will be Allowed, unless a party-in-interest files an  
15 objection to that Claim. When an objection to a Claim is filed, the Holder of the Claim  
16 cannot vote unless and until the Court, after notice and hearing, either overrules the  
17 objection or allows the Claim for voting purposes. Any Person who seeks temporary  
18 allowance of its Claim for the purpose of voting on the Plan must promptly take the steps  
19 necessary to file an appropriate motion requesting the same and to arrange an  
20 appropriate hearing with the Court.

21 A creditor may have an Allowed Claim even if a Proof of Claim was not timely filed.  
22 A Claim is deemed Allowed if (1) it is scheduled on the Debtors' Schedules and such  
23 Claim is not scheduled as disputed, contingent, or unliquidated, and (2) no party in  
24 interest has objected to the Claim. An Interest is deemed Allowed if it is scheduled and no  
25 party in interest has objected to the Interest.

26 \_\_\_\_\_  
27 <sup>3</sup> If the Plan provides that a Class will receive or retain no property on account of its Claims, that Class is  
28 deemed to reject the Plan under Bankruptcy Code § 1126(g) and therefore is not entitled to vote.

b. What Is an Impaired Claim/Interest

As noted above, the Holder of an Allowed Claim only has the right to vote if it is in a Class that is impaired under the Plan. A Class is impaired if the Plan alters the legal, equitable, or contractual rights of the members of that Class. For example, a Class comprised of General Unsecured Claims is impaired if the Plan fails to pay the members of that Class 100% of what they are owed or otherwise impairs the legal rights of the Holders of the Claims.

In this case, the Debtors believe that Classes 1, 2, 3, 4, 5, 6, 7, 9 and 10 are impaired and that Holders of Claims or Interests in each of these Classes are therefore entitled to vote to accept or reject the Plan, unless otherwise specified below. Any party in interest who disputes the Debtors' characterization of its Claim or Interest as being in an impaired or unimpaired Class may file an objection to the Plan contending that the Debtors incorrectly characterized the Claim, Interest, or Class.

**3. Who is Not Entitled to Vote**

The following four types of Claims are not entitled to vote: (1) Claims that have been disallowed; (2) Claims in unimpaired classes; (3) Claims entitled to priority pursuant to Bankruptcy Code §§ 507(a)(2), (a)(3), and (a)(8); and (4) Claims in Classes that do not receive or retain any value under the Plan. Claims in unimpaired Classes are not entitled to vote because such Classes are deemed to have accepted the Plan. Claims entitled to priority pursuant to Bankruptcy Code §§ 507(a)(2), (a)(3), and (a)(8) are not entitled to vote because such Claims are not placed in Classes and they are required to receive certain treatment specified by the Bankruptcy Code. Claims in Classes that do not receive or retain any value under the Plan do not vote because such Classes are deemed to have rejected the Plan. For this reason, Class 8 is not entitled to vote on the Plan, but is deemed to have accepted the Plan. EVEN IF YOUR CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.

1                   **4. Who Can Vote in More Than One Class**

2                   A creditor whose Claim has been Allowed in part as a Secured Claim and in part as  
3 a General Unsecured Claim is entitled to accept or reject the Plan in both capacities by  
4 casting one ballot for the secured portion of the Claim and another ballot for the  
5 unsecured portion of the Claim. Also, a creditor who has a Claim for wages or unpaid  
6 vacation, healthcare or retirement benefits may have both a Priority Claim up to the  
7 maximum specified in 11 U.S.C. §§ 507(a)(4) and (a)(5), provided the conditions for  
8 priority treatment as specified under 11 U.S.C. § 507(a) are met, and a General  
9 Unsecured Claim for all amounts exceeding the statutory maximum. The Holder of such a  
10 Claim may cast a ballot for the priority portion of the Claim and another ballot for the  
11 general unsecured portion of the Claim.

12                   **5. Votes Necessary to Confirm the Plan**

13                   If impaired Classes exist, the Court cannot confirm the Plan unless (1) at least one  
14 impaired Class has accepted the Plan without counting the votes of any insiders within  
15 that Class, and (2) all impaired Classes have voted to accept the Plan, unless the Plan is  
16 eligible to be confirmed by "cramdown" on non-accepting Classes, as discussed later in  
17 Section IV.A.7. below.

18                   **6. Votes Necessary for a Class to Accept the Plan**

19                   A Class of Claims is considered to have accepted the Plan when more than one-  
20 half ( $\frac{1}{2}$ ) in number, and at least two-thirds ( $\frac{2}{3}$ ) in dollar amount, of the Claims which  
21 actually voted, voted in favor of the Plan. A Class of Interests is considered to have  
22 accepted the Plan when at least two-thirds ( $\frac{2}{3}$ ) in amount of the Interest Holders of such  
23 Class which actually voted, voted to accept the Plan.

24                   **7. Treatment of Nonaccepting Classes**

25                   If at least one impaired Class votes to accept the Plan, and other impaired Classes  
26 vote to reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting  
27 Classes are treated in the manner required by the Bankruptcy Code. The process by  
28 which nonaccepting Classes are forced to be bound by the terms of a Plan is commonly



1 referred to as "cramdown." The Bankruptcy Code allows the Plan to be "crammed down"  
2 on nonaccepting Classes of Claims if it meets all consensual requirements except the  
3 voting requirements of § 1129(a)(8) and if the Plan does not "discriminate unfairly" and is  
4 "fair and equitable" toward each impaired Class that has not voted to accept the Plan as  
5 referred to in § 1129(b) and applicable case law.

6 **8. Request for Confirmation Despite Nonacceptance by**  
7 **Impaired Classes**

8 The Debtors will ask the Court to confirm the Plan by "cramdown" on all impaired  
9 Classes if any of these Classes do not vote to accept the Plan.

10 **B. Liquidation Analysis**

11 Another confirmation requirement is the so-called "Best Interests Test" embodied in  
12 Bankruptcy Code § 1129(a)(7), which requires a liquidation analysis. Under the Best  
13 Interests Test, if a claimant is in an impaired Class and that claimant does not vote to  
14 accept the Plan, then that claimant must receive or retain under the Plan property of a  
15 value not less than the amount that such holder would receive or retain if the Debtors  
16 were liquidated under Chapter 7 of the Bankruptcy Code.

17 In a chapter 7 case, the debtor's assets are usually sold by a chapter 7 trustee.  
18 Secured creditors are paid first from the sales proceeds of properties on which the  
19 secured creditor has a lien. Administrative Claims are paid next. Next, unsecured  
20 creditors are paid from any remaining sales proceeds, according to their rights to priority.  
21 Unsecured creditors with the same priority share in proportion to the amount of their  
22 Allowed Claims in relationship to the amount of total allowed unsecured claims. Finally,  
23 Interest Holders receive the balance that remains after all creditors are paid, if any.

24 For the Court to be able to confirm the Plan, the Court must find that all creditors  
25 and Interest Holders who do not accept the Plan will receive at least as much under the  
26 Plan as such holders would receive under a chapter 7 liquidation. The Debtors maintain  
27 that this requirement is met here because pursuant to the liquidation analyses below,  
28

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1 creditors are projected to receive at least as much as they would receive in a hypothetical  
2 chapter 7 liquidation, unless they have agreed to different treatment.

3 Here, the Class 2 Claim, projected to be paid in full, will retain its Lien on the  
4 Property, which is equivalent in value (by definition) to the Class 2 Claim balance. If the  
5 Property is liquidated, then the Debtors, "single asset" entities, will not have any funds  
6 with which to make any payments to any other Classes. Class 2 would receive the value  
7 of the Property, in this case valued at \$19,800,000. None of the other classes would  
8 receive any payment. Any nominal cash assets would be absorbed through payment of  
9 allowed administrative and priority claims. The Plan thus satisfies the "best interests" test  
10 for all Creditors, including the Lender. Creditors will receive significantly greater value  
11 than they would under a Chapter 7 case: Class 1, 2, 3, 4, 5 and 6 Claims will be paid in  
12 full; Class 7 will receive \$1,000,000; and Class 10 holders will receive membership  
13 interests in the Reorganized Debtor in proportion to their prepetition TIC Interests in the  
14 Property. The Class 8 security deposit claims will be deemed cured and subject to the  
15 terms of the tenant's respective leases.

16 Pursuant to 11 U.S.C. § 502(d), "the court shall disallow any claim of any entity  
17 from which property is recoverable under section 542, 543, 550, or 553 of this title or that  
18 is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548,  
19 549, or 724(a) of this title, unless such entity transferee as paid the amount, or turned over  
20 any such property, for which such entity or transferee is liable under section 522(i), 542,  
21 543, 550, or 553 of this title." The Debtors do not believe that the disallowance of any  
22 Claims pursuant to § 502(d) will materially affect the amounts received by creditors of the  
23 Estates whether under the Plan or in a chapter 7 liquidation.

24 **C. Feasibility**

25 Another requirement for confirmation involves the feasibility of the Plan, which  
26 means that confirmation of the Plan is not likely to be followed by the liquidation, or the  
27 need for further financial reorganization of the Debtors or any successor to the Debtors  
28 under the Plan, unless such liquidation or reorganization is proposed in the Plan.

1 The Financial Projections attached as **Exhibit "8"** show that there will be sufficient  
2 funds to make the payments to creditors provided for in the Plan. There is also projected  
3 to be sufficient cash to pay the costs of administration throughout the term of the Plan.

4 The Debtors estimate that \$200,000.00 will be required to make the Effective Date  
5 payments, unless the claimant has agreed to be paid later. As reflected in **Exhibit "8"**,  
6 the Debtors expect to have cash from operations, cash on hand and the New Capital  
7 Infusion sufficient to make the actual payments that are required on the Effective Date.

8  
9 **V. EFFECT OF CONFIRMATION**

10 **A. Conditions to Confirmation and Effectiveness of Plan**

11 The Plan shall not become effective until the following conditions shall have been  
12 satisfied or waived by the Debtors, as determined in their sole discretion: (a) the  
13 Confirmation Order shall have been entered, in form and substance acceptable to the  
14 Debtors; (b) all documents necessary to effectuate the Steelbridge Venture have been  
15 duly executed and the New Capital Infusion has been funded; (c) all other conditions  
16 precedent have been satisfied to the satisfaction of the Debtors, (d) the Bar Date has  
17 passed, and no additional Claims have been filed which, in the sole discretion of the  
18 Debtors' management, adversely impact the Plan, and (e) a notice of the Effective Date  
19 has been filed by the Debtors and thereafter served upon all Creditors and parties in  
20 interest. Any or all of the above conditions may be waived at any time by the Debtors, in  
21 their sole discretion.

22 **B. Revocation of Plan**

23 The Debtors may revoke and withdraw the Plan at any time before the Effective  
24 Date. If the Debtors revoke or withdraw the Plan, or if confirmation of the Plan does not  
25 occur, then, the Plan shall be deemed null and void and nothing contained herein shall be  
26 deemed to constitute a waiver or release of any Claims by or against the Debtors, as the  
27 case may be, or any other Person or to prejudice in any manner the rights of such  
28 Debtors, or Person in any further proceedings involving such Reorganized Debtors.

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1           **C.    Discharge**

2           The rights under the Plan and the treatment of Claims under the Plan will be in  
3 exchange for, and in complete satisfaction, discharge, and release of, all Claims of any  
4 nature whatsoever (including, without limitation, any interest accrued on Claims from and  
5 after the Petition Dates) against the Debtors, the Reorganized Debtors, or their property.  
6 Except as otherwise provided in the Plan or the Confirmation Order:

- 7           1.    On the Effective Date, the Debtors, the Debtors' Estates, the Reorganized  
8 Debtors, and their property will, to the fullest extent permitted by Bankruptcy  
9 Code § 1141, be deemed discharged and released from any and all Claims,  
10 including, without limitation, all demands, liabilities, Claims, that arose before  
11 the Confirmation Date or that are based upon or otherwise relate to acts,  
12 events, omissions, transactions or other activities of any kind that occurred  
13 before the Confirmation Date, and all debts of the kind specified in  
14 Bankruptcy Code §§ 502(g), 502(h), or 502(l) regardless of whether: (1) a  
15 proof of Claim based on such a debt is filed or deemed filed; (2) a Claim  
16 based on such a debt is allowable under Bankruptcy Code § 502; or (3) the  
17 Person holding the Claim based on such a debt has accepted the Plan;
- 18           2.    All Persons will be precluded from asserting against the Debtors, their  
19 Estates, the Reorganized Debtors, or their property any other or further  
20 Claims based on, arising from, or in connection with any act, event,  
21 omission, transaction, or other activity of any kind that occurred before the  
22 Confirmation Date;
- 23           3.    Any debt of the Debtors, whether secured or unsecured, which was in  
24 default as of or at any time prior to the Confirmation Date, will no longer be  
25 deemed in default. Moreover, to the extent that the Debtors comply with the  
26 terms and conditions of the Plan, these obligations will be deemed in good  
27 standing;
- 28

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1 4. As set forth in Bankruptcy Code §§ 524 and 1141, except as otherwise  
2 provided in the Plan or the Confirmation Order, the Confirmation Order  
3 constitutes a discharge of any and all Claims against, and all debts and  
4 liabilities of, Debtors. The Reorganized Debtors and their property will, to  
5 the fullest extent permitted by Bankruptcy Code § 1141, be deemed  
6 discharged and released from any and all Claims, including, without  
7 limitation, all demands, liabilities, Claims, that arose before the Confirmation  
8 Date or that are based on or otherwise relate to acts, events, omissions,  
9 transactions or other activities of any kind that occurred before the  
10 Confirmation Date. This discharge will void any judgment that was obtained  
11 against any of the Debtors at any time only to the extent that the judgment  
12 relates to a discharged Claim; and

13 5. Subject to the limitations and conditions imposed under Bankruptcy Code  
14 § 1125(e), Persons who – in good faith and in compliance with applicable  
15 Bankruptcy Code provisions – either solicit Plan acceptances or rejections or  
16 participate in the offer, issuance, sale, or purchase of securities under the  
17 Plan will not be liable on account of their solicitation or participation for  
18 violation of any applicable law, rule, or regulation governing the solicitation  
19 of Plan acceptances or rejections or the offer, issuance, sale or purchase of  
20 such securities.

21 **D. Injunction**

22 From and after the Effective Date, all holders of Claims shall be and are hereby  
23 permanently restrained and enjoined from: (a) commencing or continuing in any manner,  
24 any action or other proceeding of any kind with respect to any such Claim against the  
25 Debtors, the Reorganized Debtors, or the Assets; (b) enforcing, attaching, collecting, or  
26 recovering on account of any Claim by any manner or means, any judgment, award,  
27 decree, or order against the Debtors, the Reorganized Debtors, or the Assets except  
28 pursuant to and in accordance with the Plan; (c) creating, perfecting, or enforcing any

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1 encumbrance of any kind against either the Assets, the Debtors, or the Reorganized  
2 Debtors; (d) asserting any control over, interest, rights or title in or to any of the Assets  
3 except as provided in the Plan; (e) asserting any setoff, or recoupment of any kind against  
4 any obligation due the Debtors or the Reorganized Debtors as assignees, except upon  
5 leave of the Bankruptcy Court; and (f) performing any act, in any manner, in any place  
6 whatsoever, that does not conform to or comply with the provisions of the Plan; provided,  
7 however, that this injunction shall not bar any Creditor from asserting any right granted  
8 pursuant to the Plan; provided further, however, that each holder of a Contested Claim  
9 shall be entitled to enforce its rights under the Plan, including seeking Allowance of such  
10 Contested Claim pursuant to the Plan; provided further, however, that this injunction shall  
11 apply to Claims against the Debtors only and shall not prevent any Creditor from pursuing  
12 any claims or causes of action it may have against any non-debtor party, including the  
13 non-Debtor TICs.

14 **E. Automatic Stay**

15 The automatic stay pursuant to section 362 of the Bankruptcy Code, except as  
16 previously modified by the Bankruptcy Court, shall remain in effect until the Effective Date  
17 of the Plan as to the Debtors and all Assets. As of the Effective Date, the discharge and  
18 injunction set forth in the Plan shall become effective.

19 **F. Revesting of Property in the Reorganized Debtors**

20 Except as provided in the Plan or in any agreements contemplated under the Plan,  
21 the confirmation of the Plan revests all the property of each Estate in the Reorganized  
22 Debtors.

23 **G. Substantial Consummation**

24 Substantial consummation of the Plan under Section 1101(2) of the Bankruptcy  
25 Code shall be deemed to occur on the Effective Date. All distributions of any kind made  
26 to any of the Creditors after substantial consummation of the Plan and any and all other  
27 actions taken under the Plan after substantial consummation of the Plan shall not be  
28

1 subject to relief, reversal or modification by any court unless the implementation of the  
2 Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

3 **H. Exculpation and Releases**

4 No agent, representative, accountant, financial advisor, attorney, shareholder,  
5 officer, affiliate, member or employee of the Debtors or the Reorganized Debtors shall  
6 ever have any liability to any Person (including any Creditor) other than the Debtors or  
7 Reorganized Debtors for any act, omission, or event in connection with, or arising out of,  
8 or relating to, any of the following: (a) the bankruptcy case, including all matters or  
9 actions in connection with or relating to the administration of the estate, (b) the Plan,  
10 including the proposal, negotiation, confirmation and consummation of the Plan, or (c) the  
11 administration of the Plan on a post-confirmation basis. Notwithstanding anything  
12 contained in this paragraph, this exculpation provision shall not extend to any act,  
13 omission, or event that is the result of willfulness or gross negligence. Additionally, with  
14 regard to attorneys, accountants, and financial advisors, the exculpatory language set  
15 forth in this paragraph extends only to the extent allowed by the applicable ethical  
16 standards governing such professionals.

17 **I. Modification of the Plan**

18 The Reorganized Debtors may, with the approval of the Bankruptcy Court and  
19 without notice to all holders of Claims and Interests, correct any defect, omission, or  
20 inconsistency in the Plan in such manner and to such extent as may be necessary or  
21 desirable. The Reorganized Debtors may undertake such nonmaterial modification  
22 pursuant to this paragraph insofar as it does not adversely change the treatment of the  
23 Claim of any Creditor or the interest of any Interest Holder who has not accepted in writing  
24 the modification.

25 Modifications of the Plan may be proposed in writing by the Reorganized Debtors  
26 at any time before confirmation, provided that the Plan, as modified, meets the  
27 requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Reorganized  
28 Debtors shall have complied with section 1125 of the Bankruptcy Code. The Plan may be

1 modified at any time after confirmation and before its Substantial Consummation, provided  
2 that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the  
3 Bankruptcy Code, the Bankruptcy Court, after notice and a hearing, confirms the Plan, as  
4 modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant  
5 such modification. A holder of a Claim or Interest that has accepted or rejected the Plan  
6 shall be deemed to have accepted or rejected, as the case may be, such Plan as  
7 modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its  
8 previous acceptance or rejection.

9 **J. Post-Confirmation Status Report**

10 Within 120 days of the entry of the Confirmation Order, the Reorganized Debtors  
11 shall file a status report with the Court explaining what progress has been made towards  
12 consummation of the confirmed Plan. The status report shall be served on the Office of  
13 the U.S. Trustee, WBCMT and parties who have requested special notice. Further status  
14 reports shall be filed every 120 days and served on the same entities.

15 **K. Quarterly Fees**

16 Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) prior to confirmation shall be  
17 paid to the Office of the U.S. Trustee on or before the Effective Date. Quarterly fees  
18 accruing under 28 U.S.C. § 1930(a)(6) after confirmation shall be paid to the Office of the  
19 U.S. Trustee by the Reorganized Debtors until a final decree, or the entry of an order  
20 dismissing the Cases or converting the Cases to chapter 7, at the rate in effect at the time  
21 such fees are due.

22 **L. Final Decree**

23 Once the Estates have been fully administered as referred to in Bankruptcy Rule  
24 3022, the Reorganized Debtors will file a Motion with the Court to obtain a final decree  
25 closing the Cases.



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1 **VI. MISCELLANEOUS PROVISIONS**

2 **A. Severability**

3 Should the Bankruptcy Court determine that any provision of the Plan is  
4 unenforceable either on its face or as applied to any Claim or Interest or transaction, the  
5 Reorganized Debtors may modify the Plan in accordance with the Plan so that such  
6 provision shall not be applicable to the holder of any Claim or Interest. Such a  
7 determination of unenforceability shall not (a) limit or affect the enforceability and  
8 operative effect of any other provision of the Plan or (b) require the resolicitation of any  
9 acceptance or rejection of the Plan.

10 **B. Oral Agreements; Modification of Plan; Oral Representations or**  
11 **Inducements**

12 The terms of the Plan, Disclosure Statement and Confirmation Order may not be  
13 changed, contradicted or varied by any oral statement, agreement, warranty or  
14 representation. The Plan may only be modified, amended or supplemented in writing  
15 signed by an authorized representative of the Reorganized Debtors. Neither the  
16 Reorganized Debtors nor their attorneys have made any representation, warranty,  
17 promise or inducement relating to the Plan or its confirmation except as expressly set forth  
18 in the Plan, this Disclosure Statement, or the Order of Confirmation or other order of the  
19 Court.

20 **C. Waiver**

21 The Reorganized Debtors shall not be deemed to have waived any right, power or  
22 privilege pursuant to the Plan unless the waiver is in writing and signed by an authorized  
23 representative of the Reorganized Debtors. There shall be no waiver by implication,  
24 course of conduct or dealing, or through any delay or inaction by the Reorganized  
25 Debtors, of any right pursuant to the Plan, including the provisions of this anti-waiver  
26 section. The waiver of any right under the Plan shall not act as a waiver of any other or  
27 subsequent right, power or privilege.

28

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1           **D.    Notice**

2           Any notice or communication required or permitted by the Plan shall be given,  
3 made or sent as follows:

4           (a)    If to a Creditor, notice may be given as follows: (i) if the Creditor has filed no  
5 proof of Claim, then to the address reflected in the Schedules, or (ii) if the Creditor has  
6 filed a proof of Claim, then to the address reflected in the proof of claim.

7           (b)    If to the Reorganized Debtors, notice shall be sent to the following  
8 addresses:

9                               NNN Parkway 400 26, LLC, et al.  
10                              c/o Mubeen M. Aliniazee  
11                              Highpoint Management Solutions, LLC  
12                              320 W. Lone Cactus Drive, #12  
13                              Phoenix, AZ 85027

14                              -and-

15                              NNN Parkway 400 26, LLC, et al.  
16                              c/o Breakwater Equity Partners, LLC  
17                              3636 Nobel Drive, #350  
18                              San Diego, CA 92122

19           Concurrently with service of such notice on the Reorganized Debtors, a copy  
20 thereof shall be served in the same manner on the following legal counsel:

21                              Christine E. Baur, Esq.  
22                              Law Office of Christine E. Baur  
23                              4563 Carmel Mountain Road, Suite 308 #332  
24                              San Diego, CA 92130

25                              -and-

26                              Evan D. Smiley, Esq.  
27                              Weiland, Golden, Smiley, Wang, Ekvall & Strok, LLP  
28                              650 Town Center Drive, Suite 950  
                                  Costa Mesa, CA 92626

          (c)    Any Creditor desiring to change its address for the purpose of notice may do  
so by giving notice to the Reorganized Debtors of their new address in accordance with  
the terms of this section.

1 (d) Any notice given, made or sent as set forth above shall be effective upon  
2 being (i) deposited in the United States Mail, postage prepaid, addressed to the  
3 addressee at the address as set forth above; (ii) delivered by hand or messenger to the  
4 addressee at the address set forth above; (iii) telecopied to the addressee as set forth  
5 above, with a hard confirmation copy being immediately sent through the United States  
6 Mail; or (iv) delivered for transmission to an expedited or overnight delivery service such  
7 as FedEx.

8 **E. Compliance with All Applicable Laws**

9 If notified by any governmental authority that it is in violation of any applicable law,  
10 rule, regulation, or order of such governmental authority relating to its business, the  
11 Reorganized Debtors shall comply with such law, rule, regulation, or order; provided that  
12 nothing contained herein shall require such compliance if the legality or applicability of any  
13 such requirement is being contested in good faith in appropriate proceedings and, if  
14 appropriate, an adequate reserve has been set aside on the books of the Reorganized  
15 Debtors.

16 **F. Binding Effect**

17 The Plan shall be binding upon, and shall inure to the benefit of the Reorganized  
18 Debtors, the holders of the Claims or Liens, the holders of Interests, and their respective  
19 successors in interest and assigns.

20 **G. Interpretation**

21 In the event of any inconsistency among the Plan, the Disclosure Statement, any  
22 exhibit or schedule to the Disclosure Statement, the provisions of the Plan shall govern.  
23 In the event of any inconsistency between the Plan and the Confirmation Order, the  
24 Confirmation Order shall govern.

25 **H. Filing of Additional Documents**

26 On or before substantial consummation of the Plan, the Reorganized Debtors may  
27 file with the Bankruptcy Court such agreements and other documents as may be  
28

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1 necessary or appropriate to effectuate and further evidence the terms and conditions of  
2 the Plan.

3 **I. Computation of Time**

4 If the final day for any distribution, performance, act or event under the Plan is not a  
5 Business Day, then the time for making or performing such distribution, performance, act  
6 or event shall be extended to the next Business Day. Any payment or distribution  
7 required to be made hereunder on a day other than a Business Day shall be due and  
8 payable on the next succeeding Business Day.

9 **J. Elections by the Reorganized Debtors**

10 Any right of election or choice granted to the Reorganized Debtors under the Plan  
11 may be exercised, at the Reorganized Debtors' election, separately as to each Claim,  
12 Creditor or Person.

13 **K. Release of Liens**

14 Except as otherwise provided in the Plan or the Confirmation Order, all Liens  
15 against any of the Assets shall be deemed to be released, terminated and nullified.

16 **L. Indemnification Obligations**

17 Any other term of the Plan notwithstanding, the respective obligations of the  
18 Reorganized Debtors to indemnify their present and former members or managers or  
19 officers or directors pursuant to any regulations, charters, by-laws, and/or applicable state  
20 law shall be deemed to be, and shall be treated as though they are, executory contracts  
21 assumed under the Plan, and such obligation shall survive confirmation of the Plan and  
22 remain unaffected thereby, irrespective of whether indemnification is owed in connection  
23 with an occurrence that occurred prior to or after the Petition Dates.

24 **M. Compromise of Controversies**

25 In consideration for the distributions and other benefits provided under the Plan, the  
26 provisions of the Plan constitute a good faith compromise and settlement of all Claims and  
27 controversies resolved under the Plan, and the entry of the Confirmation Order shall  
28

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1 constitute the Bankruptcy Court's approval of such compromise and settlement under  
2 Bankruptcy Rule 9019.

3 **N. Section 1146 Exemption**

4 Pursuant to § 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer  
5 or exchange of any security or the making, delivery or recording of any instrument of  
6 transfer pursuant to, in implementation of or as contemplated by the Plan, or the  
7 revesting, transfer or sale of any real or personal property of, by or in the TICs, the  
8 Debtors or the Reorganized Debtors pursuant to, in implementation of or as contemplated  
9 by the Plan, or any transaction arising out of, contemplated by or in any way related to the  
10 foregoing, shall not be subject to any document recording tax, stamp tax, conveyance fee,  
11 intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage  
12 recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or  
13 governmental assessment, and the appropriate state or local governmental officials or  
14 agents shall be, and hereby are, directed to forego the collection of any such tax or  
15 governmental assessment and to accept for filing and recording any of the foregoing  
16 instruments or other documents without the payment of any such tax or governmental  
17 assessment.

18 **O. Governing Law**

19 Except to the extent that the Bankruptcy Code or other federal law is applicable, or  
20 to the extent an exhibit to the Plan provides otherwise (in which case the governing law  
21 specified therein shall be applicable to such exhibit), the rights, duties and obligations  
22 arising under the Plan shall be governed by, and construed and enforced in accordance  
23  
24  
25  
26  
27  
28

1 with the laws of the State of California, without giving effect to the principles of conflict of  
2 laws that would require application of the laws of another jurisdiction.

3  
4 Dated: September 6, 2013

LAW OFFICE OF CHRISTINE E. BAUR

5  
6  
7 

8 By: \_\_\_\_\_

CHRISTINE E. BAUR  
Attorneys for Debtors,  
NNN Parkway 400 26, LLC, *et al.*

9  
10 Dated: September 6, 2013

WEILAND, GOLDEN,  
SMILEY, WANG EKVALL & STROK, LLP

11  
12 By: /s/ Beth E. Gaschen

13 EVAN D. SMILEY  
14 BETH E. GASCHEN  
15 Attorneys for Debtors,  
16 NNN Parkway 400 26, LLC, *et al.*

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**TABLE OF DEFINITIONS**

1  
2 The words "herein," "hereof," "hereto," "hereunder," and others of similar import  
3 refer to the Disclosure Statement as a whole and not to any particular section, subsection,  
4 or clause contained in the Disclosure Statement. References herein to "after notice and  
5 hearing" or other similar language shall have the same meaning as in section 102(1) of  
6 the Bankruptcy Code. Otherwise, terms used herein that are not specifically defined  
7 herein shall have the meaning ascribed to that term, if any, in the Bankruptcy Code.

8 In addition to such other terms as are defined in other sections of this Disclosure  
9 Statement, the following terms shall have the meanings set forth below (such meanings to  
10 be equally applicable to both the singular and plural, masculine and feminine forms of the  
11 terms defined).

12 **"Administrative Claim"** means a Claim against the Debtor for administrative costs  
13 or expenses that are allowable under Bankruptcy Code § 503(b).

14 **"Administrative Expense"** includes any cost or expense of administration of the  
15 Chapter 11 case allowed under subsections 503(b) and 507(a)(2) of the Bankruptcy Code,  
16 including, without limitation, any actual and necessary expenses of preserving the estate  
17 of the Debtors, any actual and necessary expenses of operating the business of the  
18 Debtors, all compensation or reimbursement of expenses to the extent allowed by the  
19 Bankruptcy Court under section 330 or 503 of the Bankruptcy Code, and any fees or  
20 charges assessed against the estate of the Debtors under section 1930, chapter 123 of  
21 title 28 of the United States Code.

22 **"Allowed"** when used with respect to a Claim (other than an Administrative  
23 Expense), means a Claim (a) to the extent it is not Contested; or (b) a Contested Claim,  
24 proof of which was filed timely with the Bankruptcy Court, and (i) as to which no objection  
25 was filed by the Objection Deadline, or (ii) as to which an Objection was filed by the  
26 Objection Deadline, to the extent, if any, such Claim is ultimately allowed by a Final Order;  
27 provided however, if a Claim is to be determined in a forum other than the Bankruptcy  
28 Court, such Claim shall not become Allowed until determined by Final Order of such other

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1 forum and allowed by Final Order of the Bankruptcy Court. "Allowed," when used with  
2 respect to an Administrative Expense, shall mean an Administrative Expense approved by  
3 application to the Bankruptcy Court.

4 **"Assets"** includes all right, title, and interest in and to all property of every type or  
5 nature owned or claimed by the Debtors as of the Petition Date, including the Property,  
6 together with all such property of every type or nature subsequently acquired by the  
7 Debtors through the Effective Date, whether real or personal, tangible or intangible, and  
8 wherever located, and including, but not limited to, property as defined in section 541 of  
9 the Bankruptcy Code. Without limiting the generality of the foregoing, this shall include all  
10 claims, causes of action or remedies to pierce the corporate veil of the Debtors or to  
11 ignore the corporate structure of the Debtors and all Avoidance Actions.

12 **"Avoidance Action"** means a cause of action assertable by the Debtors or the  
13 Reorganized Debtors pursuant to Chapter 5 of the Bankruptcy Code, including without  
14 limitation, actions brought or which may be brought under sections 542, 543, 544, 545,  
15 547, 548, 549, 550, or 553 of the Bankruptcy Code.

16 **"Ballot"** means the form of ballot provided to holders of Claims or Interests entitled  
17 to vote pursuant to Bankruptcy Rule 3017(d), by which each such holder may accept or  
18 reject the Plan.

19 **"Ballot Deadline"** means the last date established by the Bankruptcy Court for the  
20 return of Ballots.

21 **"Bankruptcy Code"** means title 11 of the United States Code, as amended from  
22 time to time.

23 **"Bankruptcy Court"** means the United States Bankruptcy Court for the Central  
24 District of California, Santa Ana Division.

25 **"Bankruptcy Rules"** means the Federal Rules of Bankruptcy Procedure, as  
26 amended from time to time, including all applicable local rules of the Bankruptcy Court.

27 **"Bar Date"** is the date established by the Bankruptcy Court, including through any  
28 standing order, for filing proofs of claim or proofs of interest; provided, however, that if the



1 Bankruptcy Court has ordered an extension of the time by which a particular Creditor may  
2 file a proof of Claim or proof of interest, the date set with respect to such Creditor shall be  
3 the Bar Date with respect to such Creditor, but only as to such Creditor.

4 **"Baur Firm"** means the Law Office of Christine E. Baur.

5 **"Breakwater"** means Breakwater Equity Partners, LLC.

6 **"Business Day"** means any day other than Saturday, Sunday, a legal holiday, or a  
7 day on which national banking institutions in California are authorized or obligated by law  
8 or executive order to close.

9 **"Cases"** refers to the Debtors' cases under chapter 11 of the Bankruptcy Code that  
10 is pending before the United States Bankruptcy Court for the Central District of California,  
11 Santa Ana Division, as Case No. 8:12-bk-24593-TA, Jointly Administered with Case Nos.:  
12 8:13-bk-16598-TA; 8:13-bk-16603-TA; 8:13-bk-16608-TA; 8:13-bk-16611-TA; 8:13-bk-  
13 16612-TA; 8:13-bk-16614-TA; 8:13-bk-16616-TA; 8:13-bk-16617-TA; 8:13-bk-16706-TA;  
14 8:13-bk-16621-TA; 8:13-bk-16623-TA; 8:13-bk-16627-TA; 8:13-bk-16628-TA; 8:13-bk-  
15 16633-TA; 8:13-bk-16634-TA; 8:13-bk-16635-TA; 8:13-bk-16636-TA; 8:13-bk-16637-TA;  
16 8:13-bk-16638-TA; 8:13-bk-16639-TA; 8:13-bk-16641-TA; 8:13-bk-16642-TA; 8:13-bk-  
17 16643-TA; 8:13-bk-16645-TA; 8:13-bk-16646-TA; 8:13-bk-16696-TA; 8:13-bk-16697-TA;  
18 and 8:13-bk-16649-TA.

19 **"Claim"** means (a) a right to payment, whether or not such right is reduced to  
20 judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured (including  
21 potential and unmatured tort and contract claims), disputed, undisputed, legal, equitable,  
22 secured or unsecured or (b) a right to an equitable remedy for breach of performance if  
23 such breach gives rise to a right of payment, whether or not such right to an equitable  
24 remedy is reduced to judgment, fixed, contingent, matured, unmatured (including potential  
25 and unmatured tort and contract claims), disputed, undisputed, secured or unsecured.

26 **"Claimant"** means the holder of a Claim.

27 **"Class"** means a category or group of holders of Claims or Interests as designated  
28 in the Plan.

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1           **"Collateral"** means any Asset subject to a valid and enforceable Lien to secure  
2 payment of a Claim, including any right of offset asserted against any Asset.

3           **"Confirmation Date"** means the date of entry of the Confirmation Order.

4           **"Confirmation Hearing"** means the hearing, as it may be continued from time to  
5 time, conducted by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy  
6 Code and Bankruptcy Rule 3020(b) to consider confirmation of the Plan, as the same may  
7 be amended or supplemented.

8           **"Confirmation Order"** means the order of the Bankruptcy Court confirming the  
9 Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

10           **"Contested,"** when used with respect to a Claim, means a Claim (including with  
11 respect to an Administrative Expense) against any Debtor, proof of which was timely and  
12 properly filed, that is disputed under the Plan or as to which the Debtor has interposed a  
13 timely objection and/or request or estimation in accordance with section 502(c) of the  
14 Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for  
15 estimation has not been withdrawn or determined by a Final Order, and any claim proof of  
16 which was required to be filed by order of the Bankruptcy Court but as to which a proof of  
17 claim was not timely or properly filed.

18           **"Court"** means the United States Bankruptcy Court or the Central District of  
19 California, Santa Ana Division.

20           **"Creditor"** means a "creditor," as defined in section 101(10) of the Bankruptcy  
21 Code.

22           **"Cure Claim"** shall refer to the payment or other performance required to cure any  
23 existing default under an executory contract or unexpired lease.

24           **"Daymark"** means Daymark Realty Advisors.

25           **"Debtors"** shall mean debtors and debtors-in-possession, NNN Parkway 400 26,  
26 LLC, NNN Parkway 400 2, LLC, NNN Parkway 400 3, LLC, NNN Parkway 400 4, LLC,  
27 NNN Parkway 400 5, LLC, NNN Parkway 400 6, LLC, NNN Parkway 400 7, LLC, NNN  
28 Parkway 400 8, LLC, NNN Parkway 400 9, LLC, NNN Parkway 400 10, LLC, NNN

1 Parkway 400 11, LLC, NNN Parkway 400 12, LLC, NNN Parkway 400 13, LLC, NNN  
2 Parkway 400 15, LLC, NNN Parkway 400 16, LLC, NNN Parkway 400 17, LLC, NNN  
3 Parkway 400 18, LLC, NNN Parkway 400 19, LLC, NNN Parkway 400 20, LLC, NNN  
4 Parkway 400 22, LLC, NNN Parkway 400 23, LLC, NNN Parkway 400 25, LLC, NNN  
5 Parkway 400 28, LLC, NNN Parkway 400 29, LLC, NNN Parkway 400 30, LLC, NNN  
6 Parkway 400 31, LLC, NNN Parkway 400 32, LLC, NNN Parkway 400 33, LLC, and NNN  
7 Parkway 400 35, LLC.

8 **"Disallowed,"** when used with respect to all or any part of a Claim or Interest,  
9 means that portion of a Claim or Interest to which an Objection or motion to disallow has  
10 been sustained by a Final Order or, as to a Contested Claim, any portion thereof which is  
11 not allowed by a Final Order of the Bankruptcy Court.

12 **"Disclosure Statement"** means this written statement, as amended,  
13 supplemented, or modified from time to time, describing the Plan that is prepared and  
14 distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code  
15 and Bankruptcy Rule 3018.

16 **"Effective Date"** means the Business Day specified by the Debtors on or after the  
17 Confirmation Date on which no stay is in effect and each of the conditions to the  
18 effectiveness of the Plan set forth therein are satisfied or waived.

19 **"Effective Month"** shall mean the calendar month in which the Effective Date  
20 occurs.

21 **"Estate"** means the bankruptcy estate created in each of the Debtors' Cases under  
22 Bankruptcy Code § 541.

23 **"Event of Default"** means the failure or neglect of the Reorganized Debtors to  
24 perform, keep, or observe any term, covenant, or condition of the Plan, but only if the  
25 Event of Default is not cured prior to the expiration of the applicable cure period.

26 **"Final Order"** means an order or judgment of the Bankruptcy Court or any other  
27 court or adjudicative body, as to which the time to appeal or seek rehearing or petition for  
28

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1 certiorari shall have expired, and for which such order or judgment shall no longer be  
2 subject to appeal, rehearing, or certiorari proceeding.

3 **"First Amended Schedules"** means the amended schedules filed by NNN  
4 Parkway 400 26, LLC on July 30, 2013.

5 **"Ford Collateral"** shall mean Ford Credit's prepetition collateral consisting of a  
6 2012 F-150 maintenance vehicle for the Property.

7 **"Ford Credit"** means Ford Motor Credit Company.

8 **"Foreclosure Sale"** means the post-petition foreclosure sale conducted by the  
9 Lender on January 2, 2013.

10 **"Guarantor"** means NNN Realty Advisors, Inc.

11 **"General Unsecured Claim"** means any Claim that is not secured by a valid and  
12 enforceable Lien against any Asset, and excluding all: (a) Administrative Expenses; (b)  
13 Priority Claims; (c) Secured Claims; (d) the unsecured deficiency Claim of WBCMT; (e)  
14 claims by tenants of the Property to security deposits; and (f) claims of other TICs against  
15 the Debtors.

16 **"HighPoint"** means HighPoint Management Solutions, LLC.

17 **"Initial Distribution Date,"** when used with respect to each Claim, shall mean:

18 (a) as to any Allowed Claim, the date on which the first payment is due to the  
19 holder of such Allowed Claim pursuant to the Plan; or

20 (b) as to any Contested Claim, the first day of the first calendar month beginning  
21 at least 120 days after the date on which a Contested Claim becomes an Allowed Claim.

22 The Initial Distribution Date shall be separately determined with respect to each Allowed  
23 Claim based upon the date each such Claim becomes an Allowed Claim.

24 **"Insider"** means Persons described in section 101(31) of the Bankruptcy Code.

25 **"Interests"** shall refer to any equity or ownership interest in the Debtors including  
26 all membership interests of any class in the Debtors.

27 **"Jemm"** means Jemm Investments, LLC.

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1           **"Jemm Collateral (HVAC)"** shall mean all property of every type or nature in  
2 which Jemm holds a lien or security interest to secure the payment of the Jemm loan to  
3 finance the Debtors' purchase of an upgrade to the heating, venting and air condition  
4 (HVAC) system at the Property, including all assets of the Debtor, including accounts,  
5 chattel paper, equipment, instruments and inventory, located at the Property.

6           **"Jemm Collateral (Security System)"** shall mean all property of every type or  
7 nature in which Jemm holds a lien or security interest to secure the payment of the Jemm  
8 loan to finance the Debtors' purchase of a security system at the Property, including all  
9 assets of the Debtor, including accounts, chattel paper, equipment, instruments and  
10 inventory, located at the Property.

11           **"Lender"** collectively refers to the Loan's master servicer, Wells Fargo Bank, N.A.,  
12 the Loan's special servicer, LNR Partners, LLC, the manager of WBCMT 2007-C31  
13 Amberpark GP, LLC, general partner of WBCMT 2007-C31 Amberpark Office Limited  
14 Partnership.

15           **"Lien"** means any mortgage, lien, charge, security interest, encumbrance, or other  
16 security device of any kind affecting any Asset, including any right of offset asserted  
17 against any Asset.

18           **"Loan"** means the loan pursuant to that certain promissory note dated March 26,  
19 2007 between the Borrowers and Wachovia Bank, N.A. in the amount of \$25,500,000  
20 entered into as part of the acquisition of the Property.

21           **"MOR"** means monthly operating reports.

22           **"Objection"** includes (a) an objection to the allowance of a Claim interposed by  
23 any party entitled to do so within the applicable period of limitation fixed by the Plan, the  
24 Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, and (b) as to any  
25 Taxing Authority, shall include a proceeding commenced under section 505 of the  
26 Bankruptcy Code to determine the legality or amount of any tax.

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1           **"Objection Deadline"** means the date which is 180 days after the Effective Date;  
2 provided, however, this deadline may be extended by the Court upon the request of the  
3 Reorganized Debtors.

4           **"OSC"** means the Motion for Order to Show Cause filed by the Debtor, Parkway  
5 400 26, LLC in response to the Lender's post-petition Foreclosure Sale as to why the  
6 Lender should not be held in contempt and liable for damages for violating the automatic  
7 stay.

8           **"Owners"** and/or **"Borrowers"** means the Debtors, the TICs, and NNN Parkway  
9 400, LLC who together hold a concurrent ownership interest in the Property.

10           **"Person"** means any individual, corporation, general partnership, limited  
11 partnership, association, joint stock company, joint venture, estate, trust, unincorporated  
12 organization, government, or any political subdivision thereof or other entity.

13           **"Petition Dates"** means the date on which each bankruptcy case was filed: NNN  
14 Parkway 400 26, LLC, on December 31, 2012, NNN Parkway 400 2, LLC, NNN Parkway  
15 400 3, LLC, NNN Parkway 400 4, LLC, NNN Parkway 400 5, LLC, NNN Parkway 400 6,  
16 LLC, NNN Parkway 400 7, LLC, NNN Parkway 400 8, LLC, NNN Parkway 400 9, LLC,  
17 NNN Parkway 400 10, LLC, NNN Parkway 400 11, LLC, NNN Parkway 400 12, LLC, NNN  
18 Parkway 400 13, LLC, NNN Parkway 400 15, LLC, NNN Parkway 400 16, LLC, NNN  
19 Parkway 400 17, LLC, NNN Parkway 400 18, LLC, NNN Parkway 400 19, LLC, NNN  
20 Parkway 400 20, LLC, NNN Parkway 400 22, LLC, NNN Parkway 400 23, LLC, NNN  
21 Parkway 400 25, LLC, NNN Parkway 400 28, LLC, NNN Parkway 400 29, LLC, NNN  
22 Parkway 400 30, LLC, NNN Parkway 400 31, LLC and NNN Parkway 400 35, LLC, on  
23 August 2, 2013, and NNN Parkway 400 32, LLC and NNN Parkway 400 33, LLC, on  
24 August 5, 2013.

25           **"Plan"** means the Chapter 11 plan of reorganization, either in its present form or as  
26 it may be altered, amended, or modified from time to time.

27           **"Plan Documents"** shall refer to the documents that aid in effectuating the Plan as  
28 specifically identified as such herein and filed with the Bankruptcy Court and filed with the

1 Bankruptcy Court no later than 14 days prior to the Ballot Deadline, unless otherwise  
2 provided herein, provided in the Disclosure Statement, or ordered by the Court.

3 **"Plan Rate"** shall mean the prevailing federal post-judgment rate of interest as set  
4 forth in 28 U.S.C. § 1961 as of the Effective Date; provided, however, that if an impaired  
5 Class rejects the Plan, the "Plan Rate" for such Class shall be the minimum annual rate of  
6 interest that the Bankruptcy Court determines is necessary in order to satisfy the  
7 requirements of section 1129(b) of the Bankruptcy Code.

8 **"Principal Reduction Payment"** shall mean an upfront payment of principal  
9 against the Lender's Class 2 Claim, made thirty (30) days after the Effective Date. The  
10 amount of the Principal Reduction Payment will be set forth in the final definitive  
11 documentation for the Steelbridge Venture.

12 **"Priority Claim"** means a Claim, other than a Claim for an Administrative  
13 Expense, to the extent that such Claim is entitled to priority in payment under section  
14 507(a) of the Bankruptcy Code.

15 **"Professional"** means those persons retained pursuant to an order of the  
16 Bankruptcy Court in accordance with sections 327 and 1103 of the Bankruptcy Code or  
17 who are entitled to compensation or reimbursement pursuant to sections 503(b)(3)(D) or  
18 506(b) of the Bankruptcy Code.

19 **"Property"** shall mean the land, buildings, improvements, and fixtures commonly  
20 known as 11800 Amber Park Drive and 11720 Amber Park Drive, Alpharetta, Georgia in  
21 which the Debtors hold ownership interests as tenants in common.

22 **"Pro Rata Share"** means, as the case may be, the proportion that the amount an  
23 Allowed Claim (not yet paid) bears to the aggregate amount of all Allowed Claims (not yet  
24 paid) with respect to any specific Class, including Contested Claims, but not including  
25 Disallowed Claims as calculated on the Initial Distribution Date or Subsequent Distribution  
26 Date, as applicable.

27 **"Rejection Claim"** means a Claim arising under section 502(g) of the Bankruptcy  
28 Code as a consequence of the rejection of any executory contract or unexpired lease.

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1           **"Reorganized Debtors"** means the limited liability company or other entity to be  
2 formed pursuant to the Plan, into which the Property will vest upon the Effective Date of  
3 the Plan, and which entity shall be subject to an operating agreement or similar formation  
4 document that will constitute a Plan Document.

5           **"Reserve Accounts"** means the cash reserve accounts established by the Lender  
6 under the Security Deed, including: (1) an account for tenant improvements and leasing  
7 commissions; (2) a property tax reserve account; and (3) an insurance expense account.

8           **"Schedules"** means the schedules of assets and liabilities and the statement of  
9 financial affairs filed by the Debtors as required by section 521 of the Bankruptcy Code  
10 and Bankruptcy Rule 1007, as such schedules or statements have been or may be  
11 subsequently amended or supplemented.

12           **"Secured Claim"** shall mean (a) a Claim secured by a Lien against an Asset, to  
13 the extent such Lien is valid, perfected and enforceable under applicable non-bankruptcy  
14 law and is not subject to avoidance under the Bankruptcy Code or other applicable non-  
15 bankruptcy law, and which is duly Allowed, but only to the extent that such Claim does not  
16 exceed the value of Reorganized Debtor's Assets which the Bankruptcy Court finds are  
17 valid security for such Claim (except, if the holder of such Claim makes the election  
18 provided for in section 1111(b)(2) of the Bankruptcy Code, the entire amount of the Claim  
19 shall be a Secured Claim), and (b) any right of offset asserted against the Reorganized  
20 Debtors or any Asset.

21           **"Secured Creditor"** shall mean the holder of a Secured Claim.

22           **"Security Deed"** means that certain Deed to Secure Debt, Security Agreement  
23 and Fixture Filing dated March 26, 2007.

24           **"Steelbridge"** means Steelbridge Capital, LLC.

25           **"Steelbridge Venture"** means the Term Sheet dated August 30, 2013 containing  
26 the terms of the investment venture with Steelbridge (through its investment vehicle ASB  
27 Acquisitions, LLC).

28



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1           **"Tax Claim"** shall refer to any Claim for or relating to any type or form of taxes,  
2 whether assessed by the United States of America, the IRS or any Taxing Authority,  
3 including without limitation property, ad valorem, excise, sales, fuel, income or franchise  
4 taxes, and whether the tax is assessed against the Debtors as taxpayers or as holders of  
5 trust fund taxes.

6           **"Taxing Authority"** shall include the State of California, the State of Georgia or  
7 any subdivisions thereof, including without limitation any political subdivision of the State  
8 of California or the State of Georgia assessing ad valorem taxes against any of the  
9 Assets.

10           **"TIC"** or **"TICs"** mean the various limited liability companies who hold title to the  
11 Property as tenants in common, including the Debtors.

12           **"TIC Agreement"** means that certain Tenants in Common Agreement which was  
13 recorded in the Official Records of the Fulton County Clerk's Office on May 18, 2007, as  
14 Instrument Number 2007-0146059 to which each of the TICs is a party.

15           **"WBCMT"** means WBCMT 2007-C31 Amberpark Office Limited Partnership.

16           **"WBCMT Collateral"** shall mean all property of every type or nature in which  
17 WBCMT holds a lien or security interest to secure the payment of the Note pursuant to the  
18 WBCMT Loan Documents, including the Property.

19           **"WBCMT Loan Documents"** shall refer collectively to the following, together with  
20 all loan and security documents related thereto:

21           i.       That certain Promissory Note (the "WBCMT Note") in the original principal  
22 amount of \$25,500,000.00 dated as of March 26, 2007, by and between Wachovia Bank,  
23 National Association, as lender, and NNN Parkway 400, LLC, as borrower, and all  
24 amendments thereto and assignments thereof.

25           ii.       That certain Deed to Secure Debt, Security Agreement and Fixture Filing  
26 ("Secured Deed") dated as of March 26, 2007, encumbering the Property and naming  
27 Wachovia Bank, National Association as lender and NNN Parkway 400, LLC as borrower,  
28 and any amendments thereto and assignments thereof.

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1           **"Weiland Golden"** means Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP.

2           **"Wiedmayer"** means Wiedmayer+Co, LLC.

3           **"Unclaimed Property"** means any cash, distribution, or any other property of the  
4 Reorganized Debtors unclaimed for a period of one (1) year after the applicable Initial  
5 Distribution Date.

6           **"Valuation Motion"** means a motion filed by the Debtors, the Reorganized  
7 Debtors or a Secured Creditor seeking to obtain a determination by the Bankruptcy Court  
8 of the value of Collateral.

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**EXHIBIT 1**

<b>Debtor</b>	<b>Percentage Interest in Property</b>
NNN Parkway 400 2, LLC	1.911
NNN Parkway 400 3, LLC	4.640
NNN Parkway 400 4, LLC	2.221
NNN Parkway 400 5, LLC	1.929
NNN Parkway 400 6, LLC	2.023
NNN Parkway 400 7, LLC	2.572
NNN Parkway 400 8, LLC	4.233
NNN Parkway 400 9, LLC	3.000
NNN Parkway 400 10, LLC	2.282
NNN Parkway 400 11, LLC	1.500
NNN Parkway 400 12, LLC	1.500
NNN Parkway 400 13, LLC	4.501
NNN Parkway 400 15, LLC	1.882
NNN Parkway 400 16, LLC	1.970
NNN Parkway 400 17, LLC	1.970
NNN Parkway 400 18, LLC	4.501
NNN Parkway 400 19, LLC	4.352
NNN Parkway 400 20, LLC	2.958
NNN Parkway 400 22, LLC	2.129
NNN Parkway 400 23, LLC	1.704
NNN Parkway 400 25, LLC	1.169
NNN Parkway 400 26, LLC	2.310
NNN Parkway 400 28, LLC	4.501
NNN Parkway 400 29, LLC	0.950
NNN Parkway 400 30, LLC	1.626
NNN Parkway 400 31, LLC	3.215
NNN Parkway 400 32, LLC	1.520
NNN Parkway 400 33, LLC	1.520
NNN Parkway 400 35, LLC	1.373

**EXHIBIT 2**

Database: DAYMARK  
 ENTITY: PPRKM40B  
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Check Register  
 Daymark MRI DB  
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Check #	Check Date	Check Pt	Vendor	Account	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
4844	10/3/2012	10/12	DIRTVA	DIRECTV, Inc. 526590	18721988332	9/20/2012	10/9/2012	68.39	0.00	68.39
PPRKM40B #034541962 9/19-10/1 Barcode:										
Check Total: 68.39										
4845	10/3/2012	10/12	NUVOXCOM	Windstream Communications 526528	41535-091012	9/10/2012	10/2/2012	76.65	0.00	76.65
PPRKM40B #4241535 9/8-10/7 Barcode:										
Check Total: 76.65										
4846	10/4/2012	10/12	ABRTECH	ABR Tech, LLC 512045	1580	8/29/2012	9/28/2012	175.00	0.00	175.00
PPRKM40B 3RD QTR FITNESS CEN Barcode:										
Check Total: 175.00										
4847	10/4/2012	10/12	ADDCCO	Addco Metal Maintenance Co 501500	109836	9/1/2012	9/1/2012	270.00	0.00	270.00
PPRKM40B 3RD QTR METAL MAIN Barcode:										
Check Total: 270.00										
4848	10/4/2012	10/12	ANTHGRU	Anthony Law Group, LLC 831010	11518	7/3/2012	8/2/2012	170.00	0.00	170.00
PPRKM40B Dayforce transfer re Barcode:										
Check Total: 170.00										
4849	10/4/2012	10/12	ASLOCK	A-N-J Locksmith, LLC 512040	126664	8/3/2012	8/3/2012	75.00	0.00	75.00
PPRKM40B SUITE 160-CYLINDER C Barcode:										
4850	10/4/2012	10/12	CASCADE	Cascade Water Services, Inc 514540	785774	9/13/2012	9/28/2012	454.75	0.00	454.75
PPRKM40B INSTALL CHEMICAL FEE Barcode:										
Check Total: 117.80										
Check Total: 117.80										

Database: DAYMARK  
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Check #	Check Date	Check Pd	Vendor	Account	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
4851	10/4/2012	10/12	FOLDES	Foliage Design Systems-Otando						
PPRKW40B	10/12 INTERIOR PLANT			519010	10CF1083	10/22/2012	10/11/2012	123.05	0.00	123.05
				Barcode:						
								Check Total:	0.00	454.75
4852	10/4/2012	10/12	GLOBFINL	Pitney Bowes						
PPRKW40B	POSTAGE MACHINE			526560	66148-082312	8/23/2012	8/23/2012	24.32	0.00	24.32
PPRKW40B	wrong invoice number			526560	66148-082312	8/23/2012	8/23/2012	-24.32	0.00	-24.32
				Barcode:						
								Check Total:	0.00	0.00
4853	10/4/2012	10/12	PRESMECH	Prestige Mechanical Contractors Inc						
PPRKW40B	4TH QTR HVAC MAINT			514510	92491	9/12/2012	10/12/2012	1,250.00	0.00	1,250.00
				Barcode:						
								Check Total:	0.00	1,250.00
4854	10/4/2012	10/12	SCHNWRIG	Schneider Wright Inc.						
PPRKW40B	SUITE 140-VACANT			828510	20840-18	6/29/2012	6/29/2012	570.00	0.00	570.00
				Barcode:						
								Check Total:	0.00	570.00
4855	10/4/2012	10/12	SJMSEKSO	Steven J Mallet						
PPRKW40B	INSTALL PULL STRING			512045	584	9/12/2012	9/12/2012	250.00	0.00	250.00
PPRKW40B	REPLACE TIME CLOCK			512045	585	9/11/2012	9/11/2012	1,081.48	0.00	1,081.48
				Barcode:						
								Check Total:	0.00	1,331.48
4856	10/4/2012	10/12	SOUTHSEC	The New Southeastern Security, LLC						
PPRKW40B	9/12 ROVING PATROL			516010	209143	9/12/2012	9/11/2012	361.00	0.00	361.00
PPRKW40B	8/12 ROVING PATROL			516010	209041	8/12/2012	8/11/2012	361.00	0.00	361.00
				Barcode:						

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Check #	Check Date	Check Pd	Vendor	Account	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
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4857	10/4/2012	10/12	SUPER	Superior Commercial Roofing, Inc.	512030	7/26/2012	8/25/2012	496.32	0.00	496.32
PPRKWA0B 6TH FL. ROOF REPAIR										
Barcode: 4063										
Check Total: 722.00										

4858	10/4/2012	10/12	UNIQBUIL	Unique Building Maintenance, Inc.	510025	9/1/2012	9/1/2012	3,919.97	0.00	3,919.97
PPRKWA0B 9/12 NIGHT SERVICE										
Barcode: 6529										
4859	9/12		DAY PORTER		510015	9/1/2012	9/1/2012	1,185.60	0.00	1,185.60
PPRKWA0B 9/12 DAY PORTER										
Barcode: 6529										
Check Total: 5,105.57										

4860	10/4/2012	10/12	VALCREST	ValleyCrest Landscape - Atlanta	500025	9/10/2012	9/25/2012	1,564.08	0.00	1,564.08
PPRKWA0B 9/12 EXT. LANDSCAPE										
Barcode: 4077506										
Check Total: 1,564.08										

4861	10/4/2012	10/12	VERTELE	Vertical Television Inc	566010	8/24/2012	9/23/2012	25.00	0.00	25.00
PPRKWA0B 9/12 FITNESS CENTER										
Barcode: 566010										
4862	10/12		FTNESS CENTER		566010	9/26/2012	9/26/2012	25.00	0.00	25.00
PPRKWA0B 10/12 FITNESS CENTER										
Barcode: 161084										
Check Total: 50.00										

4862	10/10/2012	10/12	FULTONCO	Fulton County Finance Department	520025	9/18/2012	9/18/2012	1,040.57	0.00	1,040.57
PPRKWA0B #0023021755926672										
Barcode: 26672-091812-01										
Check Total: 1,040.57										

4863	10/10/2012	10/12	FULTONCO	Fulton County Finance Department	520025	9/18/2012	9/18/2012	1,030.29	0.00	1,030.29
PPRKWA0B #0023021755526672										
Barcode: 26672-091812-03										
Check Total: 1,030.29										



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Check # Entity	Check Date Reference	Check Pd	Vendor P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount	
4864	10/10/2012	10/12	FULTONCO	Fulton County Finance Department	520025	27564-091812	9/18/2012	10/18/2012	10.05	0.00	10.05
Barcode:											
Check Total:									1,030.29	0.00	1,030.29
4865	10/10/2012	10/12	GEORPPOW	Georgia Power	520010	30036-092412	9/25/2012	10/8/2012	16.71	0.00	16.71
Barcode:											
Check Total:									16.71	0.00	16.71
4866	10/10/2012	10/12	NUVOXCOM	Windstream Communications	526528	41493-092412	9/24/2012	10/15/2012	153.68	0.00	153.68
Barcode:											
Check Total:									153.68	0.00	153.68
4867	10/10/2012	10/12	NUVOXCOM	Windstream Communications	526528	41509-091012	9/10/2012	10/2/2012	52.76	0.00	52.76
Barcode:											
Check Total:									52.76	0.00	52.76
4868	10/10/2012	10/12	WASTPRO	Waste Pro - Atlanta	520070	0000712960	9/20/2012	9/20/2012	316.16	0.00	316.16
Barcode:											
Check Total:									316.16	0.00	316.16
4870	10/11/2012	10/12	TRIPR-DM	Daymark Properties Realty, Inc.	512520	PW4B-101212I	10/12/2012	10/12/2012	625.44	0.00	625.44
Barcode:											
Check Total:									1,737.34	0.00	1,737.34
PPRKW40B	10-12-12 OS_LAB				512520	PW4B-101212L	10/12/2012	10/12/2012	630.77	0.00	630.77
Barcode:											
PPRKW40B	10-12-12 OS_LAB				526010	PW4B-101212L	10/12/2012	10/12/2012	227.08	0.00	227.08
Barcode:											

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Check # Entity	Check Date Reference	Check Pd	Vendor P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Barcode:										
4872	10/11/2012	10/12	SOUTHSEC The New Southeastern Security, LLC	516010	209251	10/22/2012	10/11/2012	361.00	0.00	361.00
PPRW40B 10/12 SECURITY CONF										
Barcode:										
4873	10/11/2012	10/12	FULTONCO Fulton County Finance Department	520025	26672-091812	9/18/2012	10/17/2012	10.05	0.00	10.05
PPRW40B #0023021755626672 8/										
Barcode:										
4874	10/11/2012	10/12	FULTONCO Fulton County Finance Department	520025	26672-091812-02	9/18/2012	10/17/2012	696.64	0.00	696.64
PPRW40B #0023021755626672 8/										
Barcode:										
4875	10/11/2012	10/12	SPR14181 Sprint	525528	52583-100512	10/5/2012	10/25/2012	116.49	0.00	116.49
PPRW40B #887552583 9/2-10/1										
Barcode:										
4876	10/17/2012	10/12	GEORPOW Georgia Power	520010	14025-092812	9/28/2012	10/12/2012	290.02	0.00	290.02
PPRW40B #37464-14025 8/29-9/										
Barcode:										
4877	10/18/2012	10/12	ABRTECH ABR Tech, LLC	512045	1494	9/5/2012	10/5/2012	202.90	0.00	202.90
PPRW40B REPLACE LEG PRESS C										
Barcode:										
4878	10/18/2012	10/12	CASCADE Cascade Water Services, Inc					202.90	0.00	202.90
Check Total:										
								3,220.63	0.00	3,220.63
								361.00	0.00	361.00
								361.00	0.00	361.00
								10.05	0.00	10.05
								10.05	0.00	10.05
								696.64	0.00	696.64
								696.64	0.00	696.64
								116.49	0.00	116.49
								116.49	0.00	116.49
								290.02	0.00	290.02
								290.02	0.00	290.02
								202.90	0.00	202.90
								202.90	0.00	202.90

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Check # Entity	Check Date Reference	Check Pd	Vendor P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
PPRKW40B	10/12	HVAC WATER TRI		514540	631445	10/2/2012	10/16/2012	237.89	0.00	237.89
Barcode:										
4879	10/18/2012	10/12	ESAM	E Sam Jones Distributor, Inc	513020	1639575-00	9/20/2012	10/20/2012	586.90	0.00
PPRKW40B	LIGHT BULBS									
Barcode:										
Check Total: 237.89										
4880	10/18/2012	10/12	SHUMFUJRN	Shumaker Furniture Services, Inc.	501500	112-9-24-55432	9/24/2012	10/24/2012	280.25	0.00
PPRKW40B	4TH QTR WOODWORK I									
Barcode:										
Check Total: 280.25										
4881	10/18/2012	10/12	SJMRSRSO	Steven J Mallet	512045	597	10/2/2012	10/2/2012	235.00	0.00
PPRKW40B	SUITE 150-PAINT TOUC									
Barcode:										
Check Total: 235.00										
4882	10/18/2012	10/12	STRAINID	Strategic Industries LLC	509020	21715	9/27/2012	10/27/2012	249.00	0.00
PPRKW40B	9/12 EXT. PEST CONTR									
Barcode:										
4883	10/18/2012	10/12	SUPER	Superior Commercial Roofing, Inc.	512030	4493	9/28/2012	10/28/2012	575.99	0.00
PPRKW40B	6TH FL ROOF REPAIR									
Barcode:										
Check Total: 575.99										
4884	10/18/2012	10/12	UNISWORL	Unisource Worldwide, Inc.	510030	700-85755737	10/2/2012	11/1/2012	720.41	0.00
PPRKW40B	TOILET TISSUE, CAN									
Barcode:										
Check Total: 720.41										

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Check #	Check Date	Check Pd	Vendor	Account	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
4885	10/18/2012	10/12	VALCIBUL	Valcourt Bldg Servs of GA, LLC	53154	9/26/2012	10/6/2012	880.00	0.00	880.00
PPRW40B INSIDE WINDOW CLEAN										
Barcode: 510040										
Check Total: 720.41										
4886	10/18/2012	10/12	WFFINLEA	Wells Fargo Financial Leasing	6745109572	9/8/2012	9/27/2012	108.76	0.00	108.76
PPRW40B 9/27-10/27/12 COPIER										
Barcode: 526560										
Check Total: 108.76										
4887	10/23/2012	10/12	TRIPR-DM	Daymark Properties Realty, Inc.	PRKW40B1012M	10/31/2012	10/31/2012	6,554.81	0.00	6,554.81
PPRW40B Mgmt Fee 10/12										
Barcode: 522010										
4888	10/23/2012	10/12	TRIPR-DM	Daymark Properties Realty, Inc.	PRKW40B1012M	10/31/2012	10/31/2012	2,184.94	0.00	2,184.94
PPRW40B Mgmt Fee 10/12										
Barcode: 879010										
Check Total: 8,739.75										
4889	10/24/2012	10/12	TRIPR-DM	Daymark Properties Realty, Inc.	PW4B-1026121	10/26/2012	10/26/2012	575.97	0.00	575.97
PPRW40B 10-26-12 OS_INS										
Barcode: 512520										
4890	10/24/2012	10/12	TRIPR-DM	Daymark Properties Realty, Inc.	PW4B-102612L	10/26/2012	10/26/2012	1,599.91	0.00	1,599.91
PPRW40B 10-26-12 OS_LAB										
Barcode: 512520										
4891	10/24/2012	10/12	TRIPR-DM	Daymark Properties Realty, Inc.	PW4B-102612L	10/26/2012	10/26/2012	630.77	0.00	630.77
PPRW40B 10-26-12 OS_LAB										
Barcode: 526010										
4892	10/24/2012	10/12	TRIPR-DM	Daymark Properties Realty, Inc.	PW4B-1026121	10/26/2012	10/26/2012	227.08	0.00	227.08
PPRW40B 10-26-12 OS_INS										
Barcode: 526010										
Check Total: 3,033.73										
4899	10/25/2012	10/12	AMBSYST	Ambient Systems LLC	516020	10/17/2012	10/17/2012	240.92	0.00	240.92
PPRW40B ACCESS CARDS										
Barcode: 516020										
Check Total: 240.92										

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4891	10/25/2012	10/12	ANGUS	Angus Systems Group, Inc. 526518	3312101783	10/22/2012	10/22/2012	120.73	0.00	120.73
Barcode: PPRKWA0B 10/12 WORK ORDER SY										
Check Total: 120.73										
4892	10/25/2012	10/12	ANTHGRU Anthony Law Group, LLC	831010	11519	7/3/2012	8/21/2012	2,650.00	0.00	2,650.00
Barcode: PPRKWA0B 4TH & 5TH FL-DEAD DE										
Check Total: 2,650.00										
4893	10/25/2012	10/12	CAROFRES Carolina Fresh Aire, Inc.	510030	12830	10/17/2012	10/17/2012	97.28	0.00	97.28
Barcode: PPRKWA0B 10/12 AIR FRESHENER										
Check Total: 97.28										
4894	10/25/2012	10/12	FIRESSLU Fire and Security Solutions, LLC	515510	1082	8/29/2012	9/28/2012	360.00	0.00	360.00
Barcode: PPRKWA0B ANNUAL FEE FOR FIRE										
Check Total: 360.00										
4895	10/25/2012	10/12	GLOBFINL Pitney Bowes	526560	1766148-SP12	9/23/2012	10/16/2012	159.24	0.00	159.24
Barcode: PPRKWA0B POSTAGE MACHINE										
Check Total: 159.24										
4896	10/25/2012	10/12	KAMMNT2 Tom Kammerer	526548	091912	9/9/2012	9/9/2012	16.65	0.00	16.65
Barcode: PPRKWA0B Mileage 5/1/12-5/30/										
Voided Check										
PPRKWA0B Exp 7/18/12				512045	073012	7/20/2012	7/20/2012	4.58	0.00	4.58
Barcode: PPRKWA0B Mileage 7/1/12-7/30/										
PPRKWA0B wrong invoice number				526548	091912	9/9/2012	9/9/2012	-16.65	0.00	-16.65
Barcode: PPRKWA0B wrong invoice number										
PPRKWA0B wrong invoice number				512045	073012	7/20/2012	7/20/2012	-4.58	0.00	-4.58
Barcode: PPRKWA0B wrong invoice number										

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PPRKM40B	wrong invoice number			526548	073012	7/20/2012	7/20/2012	-3.33	0.00	-3.33
Barcode:										
4897	10/25/2012	10/12	SCHIN	Schindler Elevator Corp	8103293361	10/2/2012	10/2/2012	2,500.66	0.00	2,500.66
PPRKM40B	10/12-12/12 ELEVATOR			514010						
Barcode:										
4898	10/25/2012	10/12	SIMSERSO	Steven J Mallet	502015	9/27/2012	10/27/2012	372.40	0.00	372.40
PPRKM40B	REPLACE BULBS IN PAI			502015	595	9/27/2012	10/27/2012	372.40	0.00	372.40
Barcode:										
4899	10/25/2012	10/12	UNIQBUIL	Unique Building Maintenance, Inc.	510025	10/2/2012	10/2/2012	3,919.97	0.00	3,919.97
PPRKM40B	10/12 JANITORIAL NIG			510025	6699	10/2/2012	10/2/2012	3,919.97	0.00	3,919.97
Barcode:										
PPRKM40B	10/12 DAYPORTER			510015	6699	10/2/2012	10/2/2012	1,363.44	0.00	1,363.44
Barcode:										
Check Total:								5,283.41	0.00	5,283.41
4900	10/25/2012	10/12	VALCREST	ValleyCrest Landscape - Atlanta	500025	10/10/2012	10/25/2012	1,564.08	0.00	1,564.08
PPRKM40B	10/12 EXT. LANDSCAPE			500025	4098598	10/10/2012	10/25/2012	1,564.08	0.00	1,564.08
Barcode:										
Check Total:								1,564.08	0.00	1,564.08
4901	10/26/2012	10/12	GEORPOW	Georgia Power	520010	10/16/2012	10/31/2012	128.90	0.00	128.90
PPRKM40B	#41315-03005 9/17-10			520010	03005-101612	10/16/2012	10/31/2012	128.90	0.00	128.90
Barcode:										
Check Total:								128.90	0.00	128.90
4902	10/26/2012	10/12	GEORPOW	Georgia Power	520010	9/27/2012	10/12/2012	13,448.72	0.00	13,448.72
PPRKM40B	#00756-81042 8/29-9/			520010	81042-092712	9/27/2012	10/12/2012	13,448.72	0.00	13,448.72
Barcode:										

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4903	10/26/2012	10/12	NUVOXCOC		Windstream Communications						
	PPRKM40B #4141509	10/8-11/7			526528	41509-101012	10/10/2012	10/31/2012	53.02	0.00	53.02
					Barcode:						
	PPRKM40B #4141509	10/8-11/7			827025	41509-101012	10/10/2012	10/31/2012	0.79	0.00	0.79
					Barcode:						
											Check Total:
									13,448.72	0.00	13,448.72
4904	10/26/2012	10/12	WASTPRO		Waste Pro - Atlanta						
	PPRKM40B #119034				520070	0000714204	9/30/2012	10/30/2012	162.03	0.00	162.03
					Barcode:						
											Check Total:
									162.03	0.00	162.03
4905	10/31/2012	10/12	KAMMT2		Tom Kammerer						
	PPRKM40B Exp 7/18/12				512045	073012	7/20/2012	7/20/2012	4.58	0.00	4.58
					Barcode:						
	PPRKM40B Mileage 7/1/2-7/30/				526548	073012	7/20/2012	7/20/2012	3.33	0.00	3.33
					Barcode:						
											Check Total:
									7.91	0.00	7.91
4906	11/1/2012	11/12	KAMMT2		Tom Kammerer						
	PPRKM40B Mileage 5/1/12-5/30/				526548	053012-01	5/30/2012	5/30/2012	16.65	0.00	16.65
					Barcode:						
											Check Total:
									16.65	0.00	16.65
4907	11/1/2012	11/12	DIRTVA		DIRECTV, Inc.						
	PPRKM40B #034541962 10/19-11/				526590	18945402562	10/20/2012	11/8/2012	68.39	0.00	68.39
					Barcode:						
											Check Total:
									68.39	0.00	68.39
4908	11/1/2012	11/12	FULTONCO		Fulton County Finance Department						
	PPRKM40B #00230217-55626672 9				520025	26672-101612	10/16/2012	11/8/2012	199.02	0.00	199.02
					Barcode:						

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4909	11/5/2012	11/12	NUVOXCOM Windstream Communications	526528	41535-101012	10/10/2012	10/31/2012	78.14	0.00	78.14
PPRW40B #4241535	10/6-11/7			Barcode:						
4910	11/7/2012	11/12	FULTONCO Fulton County Finance Department	520025	26672-101612-01	10/16/2012	11/8/2012	556.75	0.00	556.75
PPRW40B #00230217-55826672	9			Barcode:						
4911	11/7/2012	11/12	FULTONCO Fulton County Finance Department	520025	26672-101612-02	10/16/2012	11/8/2012	661.58	0.00	661.58
PPRW40B #00230217-55526672	9			Barcode:						
4912	11/7/2012	11/12	FULTONCO Fulton County Finance Department	520025	26672-101612-03	10/16/2012	11/8/2012	523.18	0.00	523.18
PPRW40B #00230217-55926672	9			Barcode:						
4913	11/7/2012	11/12	FULTONCO Fulton County Finance Department	520025	27564-101612	10/16/2012	11/8/2012	10.05	0.00	10.05
PPRW40B #0023022000127564	9/			Barcode:						
4915	11/7/2012	11/12	TRIPR-DM Daymark Properties Realty, Inc.	512520	PW4B-11912L	11/9/2012	11/9/2012	1,590.09	0.00	1,590.09
PPRW40B 11-09-12 OS_LAB				Barcode:						
PPRW40B 11-09-12 OS_INS				Barcode:						
PPRW40B 11-09-12 OS_INS				Barcode:						
PPRW40B 11-09-12 OS_LAB				Barcode:						
Check Total:								199.02	0.00	199.02
Check Total:								78.14	0.00	78.14
Check Total:								78.14	0.00	78.14
Check Total:								556.75	0.00	556.75
Check Total:								556.75	0.00	556.75
Check Total:								661.58	0.00	661.58
Check Total:								661.58	0.00	661.58
Check Total:								523.18	0.00	523.18
Check Total:								523.18	0.00	523.18
Check Total:								10.05	0.00	10.05
Check Total:								10.05	0.00	10.05
Check Total:								1,590.09	0.00	1,590.09
Check Total:								572.43	0.00	572.43
Check Total:								227.08	0.00	227.08
Check Total:								630.77	0.00	630.77



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4916	11/8/2012	11/12	UNISWORL	Unisource Worldwide, Inc.	700-85795847	10/26/2012	11/25/2012	713.31	0.00	713.31
PPRKW40B TOILET PAPER, PAPER 510030 Barcode:										
Check Total:								3,020.37	0.00	3,020.37
4917	11/8/2012	11/12	GEORPOW	Georgia Power	14025-102912	10/29/2012	11/12/2012	278.94	0.00	278.94
PPRKW40B #37464-14025 9/28-10 520010 Barcode:										
Check Total:								278.94	0.00	278.94
4918	11/8/2012	11/12	GEORPOW	Georgia Power	30036-102312	10/23/2012	11/7/2012	16.71	0.00	16.71
PPRKW40B #35315-30036 9/24-10 520010 Barcode:										
Check Total:								16.71	0.00	16.71
4919	11/8/2012	11/12	GEORPOW	Georgia Power	81042-102612	10/26/2012	11/12/2012	199.60	0.00	199.60
PPRKW40B #0756-81042 9/28-10 827025 Barcode:										
Check Total:								199.60	0.00	199.60
4920	11/8/2012	11/12	NUVOXCOM	Windstream Communications	41493-102412	10/24/2012	11/14/2012	154.25	0.00	154.25
PPRKW40B #4241493 10/22-11/21 526528 Barcode:										
Check Total:								154.25	0.00	154.25
4921	11/8/2012	11/12	WASTPRO	Waste Pro - Atlanta	0000715533	10/20/2012	11/19/2012	316.16	0.00	316.16
PPRKW40B #119177 11/1-11/30 520070 Barcode:										
Check Total:								316.16	0.00	316.16

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4922	11/15/2012	11/12	ADTNV	ADT Security Services	516015	72996224	6/8/2012	6/8/2012	514.46	0.00	514.46
PPRKM40B SECURITY REPAIR											
								Barcode:			
								Check Total:	514.46	0.00	514.46
4923	11/15/2012	11/12	CASCADE	Cascade Water Services, Inc	514540	635113	11/11/2012	11/16/2012	237.89	0.00	237.89
PPRKM40B 11/12 HVAC WATER TRI											
								Barcode:			
								Check Total:	237.89	0.00	237.89
4924	11/15/2012	11/12	FOLDES	Foliage Design Systems-Orlando	519010	11CF1137	11/11/2012	11/11/2012	123.05	0.00	123.05
PPRKM40B 11/12 INTERIOR PLANT											
								Barcode:			
								Check Total:	123.05	0.00	123.05
4925	11/15/2012	11/12	SOUTHSEC	The New Southeastern Security, LLC	516010	209351	11/11/2012	11/11/2012	361.00	0.00	361.00
PPRKM40B 11/12 ROVING PATROL											
								Barcode:			
								Check Total:	361.00	0.00	361.00
4926	11/15/2012	11/12	VALCREST	ValleyCrest Landscape - Atlanta	500030	1891426	10/26/2012	11/10/2012	2,310.40	0.00	2,310.40
PPRKM40B 2012 FALL SEASONAL C											
								Barcode:			
								Check Total:	2,310.40	0.00	2,310.40
4927	11/15/2012	11/12	VERTELE	Vertical Television Inc	566010	161867	10/26/2012	10/26/2012	25.00	0.00	25.00
PPRKM40B 11/12 FITNESS CENTER											
								Barcode:			
								Check Total:	25.00	0.00	25.00
4928	11/15/2012	11/12	WFFINLEA	Wells Fargo Financial Leasing	526560	6745172978	10/8/2012	10/27/2012	150.93	0.00	150.93
PPRKM40B 10/27-11/27/12 COPLE											
								Barcode:			

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4930	11/20/2012	11/12	TRIPR-DM	Daymark Properties Realty, Inc.						
PPRKW40B	11-21-12	OS_LAB		512520	PW4B-112112L	11/21/2012	11/21/2012	1,570.46	0.00	1,570.46
				Barcode:						
PPRKW40B	11-21-12	OS_INS		512520	PW4B-112112L	11/21/2012	11/21/2012	565.37	0.00	565.37
				Barcode:						
PPRKW40B	11-21-12	OS_INS		526010	PW4B-112112L	11/21/2012	11/21/2012	227.08	0.00	227.08
				Barcode:						
PPRKW40B	11-21-12	OS_LAB		526010	PW4B-112112L	11/21/2012	11/21/2012	630.77	0.00	630.77
				Barcode:						
				Check Total:				150.93	0.00	150.93
4932	11/29/2012	11/12	ANGUS	Angus Systems Group, Inc.						
PPRKW40B	11/12	WORK ORDER SY		526518	3312111700	11/12/2012	11/12/2012	120.73	0.00	120.73
				Barcode:						
				Check Total:				120.73	0.00	120.73
4934	11/29/2012	11/12	ENCRESTO	Engineered Restorations, Inc.						
PPRKW40B	REPAIR EXT. BLDG. SE			512060	17723	10/26/2012	10/26/2012	750.00	0.00	750.00
				Barcode:						
				Check Total:				750.00	0.00	750.00
4935	11/29/2012	11/12	GRAPALAT	Grainger						
PPRKW40B	3 PORT PUSH IN CONNI			513020	9977304709	11/14/2012	12/14/2012	50.78	0.00	50.78
				Barcode:						
				Check Total:				50.78	0.00	50.78
4936	11/29/2012	11/12	STRAINID	Strategic Industries LLC						
PPRKW40B	11/12	PEST CONTROL		509020	22066	11/12/2012	11/12/2012	142.12	0.00	142.12
				Barcode:						
				Check Total:				142.12	0.00	142.12
4937	11/29/2012	11/12	TYCOINTE	Keystone (US) Management, Inc.						
PPRKW40B	11/12	CARD ACCESS MK		516010	81616397	10/6/2012	10/6/2012	159.53	0.00	159.53

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Barcode:										
4938	11/29/2012	11/12	UNIQBUIL	Unique Building Maintenance, Inc.		11/11/2012	11/11/2012	759.53	0.00	759.53
PPRKW40B	11/12 JAN. NIGHT SER			510025	6854			3,919.97	0.00	3,919.97
Barcode:										
PPRKW40B	11/12 DAY PORTER			510015	6854	11/11/2012	11/11/2012	1,304.16	0.00	1,304.16
Barcode:										
Check Total: 5,224.13										
4939	11/29/2012	11/12	UNISWORL	Unisource Worldwide, Inc.		11/21/2012	12/21/2012	951.19	0.00	951.19
PPRKW40B	TOILET TISSUE, PAPER ALLISON			510030	700-86834237	11/21/2012	12/21/2012	951.19	0.00	951.19
Barcode:										
Check Total: 951.19										
4940	11/29/2012	11/12	VALCREST	ValleyCrest Landscape - Atlanta		11/10/2012	11/25/2012	1,564.08	0.00	1,564.08
PPRKW40B	11/12 EXT. LANDSCAPE			500025	4119504	11/10/2012	11/25/2012	1,564.08	0.00	1,564.08
Barcode:										
Check Total: 1,564.08										
4941	11/29/2012	11/12	GEORPOW	Georgia Power		11/14/2012	11/30/2012	125.03	0.00	125.03
PPRKW40B	#41315-03005 10/16-1			520010	03005-111312	11/14/2012	11/30/2012	125.03	0.00	125.03
Barcode:										
Check Total: 125.03										
4942	11/30/2012	11/12	TRIPR-DM	Daymark Properties Realty, Inc.		11/30/2012	11/30/2012	4,473.16	0.00	4,473.16
PPRKW40B	Mgmt Fee 11/12			522010	PRKW40B112M	11/30/2012	11/30/2012	4,473.16	0.00	4,473.16
Barcode:										
PPRKW40B	Mgmt Fee 11/12			879010	PRKW40B112M	11/30/2012	11/30/2012	1,491.05	0.00	1,491.05
Barcode:										
Check Total: 5,964.21										
4944	12/5/2012	12/12	TRIPR-DM	Daymark Properties Realty, Inc.		12/7/2012	12/7/2012	565.37	0.00	565.37
PPRKW40B	12-07-12 OS_INS			512520	PW4B-127121	12/7/2012	12/7/2012	565.37	0.00	565.37
Barcode:										

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PPRKM40B	12-07-12	OS_LAB			512520	PW4B-12712L	12/7/2012	12/7/2012	1,570.46	0.00	1,570.46
					Barcode:						
PPRKM40B	12-07-12	OS_LAB			526010	PW4B-12712L	12/7/2012	12/7/2012	630.77	0.00	630.77
					Barcode:						
PPRKM40B	12-07-12	OS_INS			526010	PW4B-12712L	12/7/2012	12/7/2012	227.08	0.00	227.08
					Barcode:						
									Check Total:		
									2,993.68	0.00	2,993.68
4945	12/12/2012	12/12	DIRTVA		DIRRECTV, Inc.						
PPRKM40B	#034541962	11/19-12/			526590	19169558162	11/20/2012	12/5/2012	68.39	0.00	68.39
					Barcode:						
									Check Total:		
									68.39	0.00	68.39
4946	12/12/2012	12/12	NUVOXCOM		Windstream Communications						
PPRKM40B	#4241509	11/8-12/7			526528	41509-111012	11/10/2012	12/2/2012	53.01	0.00	53.01
					Barcode:						
									Check Total:		
									53.01	0.00	53.01
4947	12/13/2012	12/12	CASCADE		Cascade Water Services, Inc						
PPRKM40B	12/12	HVAC WATER TRI			514540	638468	12/2/2012	12/16/2012	180.80	0.00	180.80
					Barcode:						
									Check Total:		
									180.80	0.00	180.80
4948	12/13/2012	12/12	DIXIEFIL		Georgia Dixe Filters, Inc.						
PPRKM40B	FILTERS				514530	0012607-IN	11/20/2012	12/20/2012	408.00	0.00	408.00
					Barcode:						
									Check Total:		
									408.00	0.00	408.00
4949	12/13/2012	12/12	FOLDES		Foliage Design Systems-Orlando						
PPRKM40B	12/12	INTERIOR PLANT			519010	12CF1266	12/2/2012	12/11/2012	123.05	0.00	123.05
					Barcode:						
									Check Total:		
									123.05	0.00	123.05
4950	12/13/2012	12/12	PRESMECH		Prestige Mechanical Contractors Inc						
PPRKM40B	CHANGE COUPLING ON				514530	92752	11/30/2012	12/30/2012	700.00	0.00	700.00

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Barcode:										
4951	12/13/2012	12/12	TYCOINTE	Keystone (US) Management, Inc.	79521491	9/8/2012	9/8/2012	159.53	0.00	159.53
PPRKWA0B	12/12 FIRE ALARM MON			515510						
Barcode:										
4952	12/13/2012	12/12	VERTELE	Vertical Television Inc	1639400	11/28/2012	11/28/2012	25.00	0.00	25.00
PPRKWA0B	12/12 FITNESS CENTER			566010						
Barcode:										
4953	12/14/2012	12/12	FULTONCO	Fulton County Finance Department	26672-11412	11/14/2012	12/20/2012	800.55	0.00	800.55
PPRKWA0B	0023021755926672 10/			520025						
Barcode:										
4954	12/20/2012	12/12	SPRI4181	Sprint	887552583-057	11/5/2012	11/25/2012	116.07	0.00	116.07
PPRKWA0B	887552583 10/2-1/1/			526528						
Barcode:										
4955	12/20/2012	12/12	WASTPRO	Waste Pro - Atlanta	0000719345	11/20/2012	12/20/2012	316.16	0.00	316.16
PPRKWA0B	#119177 12/1-12/31			520070						
Barcode:										
4956	12/20/2012	12/12	WASTPRO	Waste Pro - Atlanta	0000720897	11/30/2012	12/30/2012	162.03	0.00	162.03
PPRKWA0B	#119034 11/2012			520070						
Barcode:										
Check Total:								700.00	0.00	700.00
Check Total:								159.53	0.00	159.53
Check Total:								319.06	0.00	319.06
Check Total:								25.00	0.00	25.00
Check Total:								800.55	0.00	800.55
Check Total:								116.07	0.00	116.07
Check Total:								316.16	0.00	316.16
Check Total:								162.03	0.00	162.03

Check #	Check Date	Check Pd	Vendor	P. O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Database: DAYMARK ENTITY: PPRKW40B Report Id: GEIRL_CHKREGA Check Register Daymark MRI DB Parkway 400 - 11720 Bldg 10/12 Through 12/12 Page: 18 Date: 1/3/2013 Time: 02:36 PM											
4957	12/20/2012	12/12	ADDCCO		Addco Metal Maintenance Co 501500	110125	12/22/2012	12/22/2012	270.00	0.00	270.00
PPRW40B 12/12 QUARTERLY MET. Barcode:											
4958	12/20/2012	12/12	ANGUS		Angus Systems Group, Inc. 528518	3312121672	12/22/2012	12/22/2012	120.73	0.00	120.73
PPRW40B 12/12 WORK ORDER SY Barcode:											
4959	12/20/2012	12/12	BORIE		Borie Davis, Inc. 514530	21228	8/23/2012	8/23/2012	269.66	0.00	269.66
PPRW40B REPLACE DEFECTIVE C TOM K Barcode:											
4960	12/20/2012	12/12	STRAND		Strategic Industries LLC 519020	22290	12/22/2012	1/1/2013	142.12	0.00	142.12
PPRW40B 12/12 INTERIOR PEST Barcode:											
4961	12/20/2012	12/12	UNIQBUIL		Unique Building Maintenance, Inc. 510025	7032	12/22/2012	12/22/2012	3,919.97	0.00	3,919.97
PPRW40B 12/12 JANITORIAL NIG Barcode:											
4962	12/20/2012	12/12	VALCREST		ValleyCrest Landscape - Atlanta 500025	4141392	12/10/2012	12/25/2012	1,564.08	0.00	1,564.08
PPRW40B 12/12 EXT. LANDSCAPE Barcode:											
4964	12/20/2012	12/12	TRIPR-DM		Daymark Properties Realty, Inc.				1,564.08	0.00	1,564.08
Check Total: 5,164.85											
Check Total: 1,564.08											
Check Total: 1,564.08											

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Check #	Check Date	Check Pd	Vendor	Account	Invoice	Invoice	Invoice	Invoice	Discount	Check	
Entry	Reference		P.O. Number	Number	Number	Date	Due Date	Amount	Amount	Amount	
PPRKW40B	12-21-12	OS_LAB		512520	PW4B-122112L	12/21/2012	12/21/2012	1,747.16	0.00	1,747.16	
				Barcode:							
PPRKW40B	12-21-12	OS_INS		512520	PW4B-122112I	12/21/2012	12/21/2012	628.97	0.00	628.97	
				Barcode:							
PPRKW40B	12-21-12	OS_INS		526010	PW4B-122112I	12/21/2012	12/21/2012	227.07	0.00	227.07	
				Barcode:							
PPRKW40B	12-21-12	OS_LAB		526010	PW4B-122112L	12/21/2012	12/21/2012	630.77	0.00	630.77	
				Barcode:							
								<b>Check Total:</b>	<b>3,233.97</b>	<b>0.00</b>	<b>3,233.97</b>
4965	12/21/2012	12/12	TRJPR-DM	Daymark Properties Realty, Inc.							
PPRKW40B	Mgmt Fee 12/12			522010	PRKW40B1212M	12/31/2012	12/31/2012	4,491.11	0.00	4,491.11	
				Barcode:							
PPRKW40B	Mgmt Fee 12/12			879010	PRKW40B1212M	12/31/2012	12/31/2012	1,497.04	0.00	1,497.04	
				Barcode:							
								<b>Check Total:</b>	<b>5,988.15</b>	<b>0.00</b>	<b>5,988.15</b>
4966	12/21/2012	12/12	SMITHM2	Michael Smith							
PPRKW40B	FOOD			826015		10/23/2012	11/22/2012	27.00	0.00	27.00	
				Barcode:							
PPRKW40B	HOTEL			826030		10/23/2012	11/22/2012	57.36	0.00	57.36	
				Barcode:							
PPRKW40B	AIRFARE			826020		10/23/2012	11/22/2012	270.82	0.00	270.82	
				Barcode:							
								<b>Check Total:</b>	<b>355.18</b>	<b>0.00</b>	<b>355.18</b>
								<b>Parkway 400 - 11720 Bldg Total:</b>	<b>127,313.02</b>	<b>0.00</b>	<b>127,313.02</b>



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4844	10/3/2012	10/12	DIRTVA	DIRECTV, Inc.	18721988332	9/20/2012	10/9/2012	21.60	0.00	21.60
PPRKW40C #034541962 9/19-10/1										
Barcode: 526590										
Check Total:									0.00	21.60
4845	10/3/2012	10/12	NUVOXCOM	Windstream Communications	41535-091012	9/10/2012	10/2/2012	24.20	0.00	24.20
PPRKW40C #4241535 9/8-10/7										
Barcode: 526528										
Check Total:									0.00	24.20
4847	10/4/2012	10/12	ADDCCO	Addco Metal Maintenance Co	501500	9/1/2012	9/1/2012	156.00	0.00	156.00
PPRKW40C 3RD QTR METAL MAINT										
Barcode: 109836										
Check Total:									0.00	156.00
4851	10/4/2012	10/12	FOLDES	Foliage Design Systems-Orlando	519010	10/2/2012	10/11/2012	102.72	0.00	102.72
PPRKW40C 10/12 INTERIOR PLANT										
Barcode: 10CF1082										
Check Total:									0.00	102.72
4852	10/4/2012	10/12	GLOBFINL	Pinney Bows	526560	8/23/2012	8/23/2012	7.68	0.00	7.68
PPRKW40C POSTAGE MACHINE										
Barcode: 66148-082312										
4852	10/4/2012	10/12			526560	8/23/2012	8/23/2012	-7.68	0.00	-7.68
PPRKW40C wrong invoice number										
Barcode: 66148-082312										
Check Total:									0.00	0.00
4853	10/4/2012	10/12	PRESMECH	Prestige Mechanical Contractors Inc	514530	9/12/2012	10/12/2012	552.50	0.00	552.50
PPRKW40C 1ST FL RTU REPAIR										
Barcode: 92280										
4853	10/4/2012	10/12			514510	9/12/2012	10/12/2012	650.00	0.00	650.00
PPRKW40C 4TH QTR HVAC MAINT										
Barcode: 92490										
Check Total:									0.00	1,202.50
4855	10/4/2012	10/12	SJMRSRSO	Steven J Mallet						

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PPRKW40C	REPLACE TIME CLOCK			512045	585	9/11/2012	9/11/2012	341.52	0.00	341.52
Barcode:										
4856	10/4/2012	10/12	SOUTHSEC	The New Southeastern Security, LLC						
PPRKW40C	9/12 ROVING PATROL			516010	209143	9/1/2012	9/11/2012	114.00	0.00	114.00
Barcode:										
PPRKW40C	8/12 ROVING PATROL			516010	209041	8/1/2012	8/11/2012	114.00	0.00	114.00
Barcode:										
Check Total: 228.00										
4858	10/4/2012	10/12	UNIQBUIL	Unique Building Maintenance, Inc.						
PPRKW40C	9/12 NIGHT SERVICE			510025	6529	9/1/2012	9/11/2012	1,927.04	0.00	1,927.04
Barcode:										
PPRKW40C	9/12 DAY PORTER			510015	6529	9/1/2012	9/11/2012	374.40	0.00	374.40
Barcode:										
Check Total: 2,301.44										
4859	10/4/2012	10/12	VALCBUIL	Valcourt Bldg Servs of GA, LLC						
PPRKW40C	WASH ALL OUTSIDE WI			510040	52565	7/27/2012	8/6/2012	700.00	0.00	700.00
Barcode:										
Check Total: 700.00										
4860	10/4/2012	10/12	VALCREST	ValleyCrest Landscape - Atlanta						
PPRKW40C	9/12 EXT. LANDSCAPE			500025	4077506	9/10/2012	9/25/2012	493.92	0.00	493.92
Barcode:										
Check Total: 493.92										
4862	10/10/2012	10/12	FULTONCO	Fulton County Finance Department						
PPRKW40C	#0023021755926672			520025	26672-091812-01	9/18/2012	9/18/2012	328.60	0.00	328.60
Barcode:										
Check Total: 328.60										
4863	10/10/2012	10/12	FULTONCO	Fulton County Finance Department						
PPRKW40C	#0023021755526672			520025	26672-091812-03	9/18/2012	9/18/2012	325.35	0.00	325.35

Check #	Check Date	Check Pd	Vendor	Account	Invoice	Invoice	Due Date	Invoice	Discount	Check
Entity	Reference		P.O. Number	Number	Number	Date		Amount	Amount	Amount
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4864	10/10/2012	10/12	FULTONCO	520025	27564-091812	9/18/2012	10/18/2012	3.17	0.00	3.17
PPRKMW40C #0023022000127564 Fulton County Finance Department Barcode:										
Check Total:								325.35	0.00	325.35
4865	10/10/2012	10/12	GEORPOW	520010	30036-092412	9/25/2012	10/8/2012	5.28	0.00	5.28
PPRKMW40C #3631530036 8/23-9/2 Georgia Power Barcode:										
Check Total:								5.28	0.00	5.28
4866	10/10/2012	10/12	NUVOXCOM	526658	41493-092412	9/24/2012	10/15/2012	48.53	0.00	48.53
PPRKMW40C #4241493 9/22-10/21/ Windstream Communications Barcode:										
Check Total:								48.53	0.00	48.53
4867	10/10/2012	10/12	NUVOXCOM	526528	41509-091012	9/10/2012	10/2/2012	16.66	0.00	16.66
PPRKMW40C #4241509 9/8-10/7/12 Windstream Communications Barcode:										
Check Total:								16.66	0.00	16.66
4868	10/10/2012	10/12	WASTPRO	520070	0000712960	9/20/2012	9/20/2012	99.84	0.00	99.84
PPRKMW40C #119177 10/1-10/31/1 Waste Pro - Atlanta Barcode:										
Check Total:								99.84	0.00	99.84
4870	10/11/2012	10/12	TRIPR-DM	512520	PW4C-1012121	10/12/2012	10/12/2012	197.52	0.00	197.52
PPRKMW40C 10-12-12 OS_INS Daymark Properties Realty, Inc. Barcode:										
Check Total:								548.64	0.00	548.64
4870	10/11/2012	10/12	TRIPR-DM	526010	PW4C-101212L	10/12/2012	10/12/2012	630.78	0.00	630.78
PPRKMW40C 10-12-12 OS_LAB Barcode:										

Check #	Check Date	Check Pd	Vendor	Account	Invoice	Invoice	Invoice	Discount	Check
Entity	Reference		P.O. Number	Number	Number	Date	Due Date	Amount	Amount
Database: DAYMARK ENTITY: PPRKW40C Report Id: GERL_CHKREGA Check Register Daymark MRI DB Parkway 400 - 11800 Bldg 10/12 Through 12/12 Page: 23 Date: 1/3/2013 Time: 03:25 PM									
PPRKM40C	10-12-12	OS_INS		528010	PW4C-1012121	10/12/2012	10/12/2012	227.09	227.09
Barcode:									
4871	10/11/2012	10/12	SCHNWRIG	Schneider Wright Inc.	154080	112063-1	6/29/2012	6/29/2012	475.00
PPRKM40C Non TI SUITE 170-FRE									
Barcode:									
Check Total: 1,604.03									
4872	10/11/2012	10/12	SOUTHSEC	The New Southeastern Security, LLC	516010	209251	10/2/2012	10/11/2012	114.00
PPRKM40C 10/12 SECURITY CONF									
Barcode:									
Check Total: 114.00									
4873	10/11/2012	10/12	FULTONCO	Fulton County Finance Department	520025	26672-091812	9/18/2012	10/17/2012	3.17
PPRKM40C #0023021755826672 8									
Barcode:									
Check Total: 3.17									
4874	10/11/2012	10/12	FULTONCO	Fulton County Finance Department	520025	26672-091812-02	9/18/2012	10/17/2012	219.99
PPRKM40C #0023021755826672 8/									
Barcode:									
Check Total: 219.99									
4875	10/11/2012	10/12	SPRU4181	Sprint	526528	526583-100512	10/5/2012	10/25/2012	36.79
PPRKM40C #887552583 9/2-10/1									
Barcode:									
Check Total: 36.79									
4876	10/17/2012	10/12	GEORPOW	Georgia Power	520010	14025-092812	9/28/2012	10/12/2012	91.58
PPRKM40C #37464-14025 8/29-9/									
Barcode:									
Check Total: 91.58									

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4880	10/18/2012	10/12	SHUMFURN	501500	112-9-24-55433	9/24/2012	10/24/2012	375.25	0.00	375.25
PPRKM40C 4TH QTR. WOODWORK Barcode:										
Check Total: 375.25										
4882	10/18/2012	10/12	STRAND	509020	21834	10/2/2012	10/2/2012	44.88	0.00	44.88
PPRKM40C 10/12 EXT. PEST CONT Barcode:										
4882	9/12			509020	21715	9/27/2012	10/27/2012	197.00	0.00	197.00
PPRKM40C 9/12 EXT. PEST CONTR Barcode:										
Check Total: 241.88										
4884	10/18/2012	10/12	UNISWORL	510030	700-8575737	10/2/2012	11/1/2012	227.50	0.00	227.50
PPRKM40C TOILET TISSUE, CAN Barcode:										
Check Total: 227.50										
4885	10/18/2012	10/12	VALCBJLL	510040	53153	9/26/2012	10/6/2012	305.00	0.00	305.00
PPRKM40C INSIDE WINDOW CLEAN Barcode:										
Check Total: 305.00										
4886	10/18/2012	10/12	WFFINLEA	526560	6745109572	9/8/2012	9/27/2012	34.35	0.00	34.35
PPRKM40C 9/27-10/27/12 COPPER Barcode:										
Check Total: 34.35										
4887	10/23/2012	10/12	TRIPR-DM	522010	PRKM40C1012M	10/31/2012	10/31/2012	2,848.88	0.00	2,848.88
PPRKM40C Mgmt Fee 10/12 Barcode:										
4889	10/24/2012	10/12	TRIPR-DM	879010	PRKM40C1012M	10/31/2012	10/31/2012	949.63	0.00	949.63
PPRKM40C Mgmt Fee 10/12 Barcode:										
Check Total: 3,798.57										

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PPRKM40C	10-26-12	OS_INS		512520	PW4C-1026121	10/26/2012	10/26/2012	181.89	0.00	181.89	
				Barcode:							
PPRKM40C	10-26-12	OS_LAB		512520	PW4C-102612L	10/26/2012	10/26/2012	505.25	0.00	505.25	
				Barcode:							
PPRKM40C	10-26-12	OS_LAB		526010	PW4C-102612L	10/26/2012	10/26/2012	630.78	0.00	630.78	
				Barcode:							
PPRKM40C	10-26-12	OS_INS		526010	PW4C-1026121	10/26/2012	10/26/2012	227.09	0.00	227.09	
				Barcode:							
				Check Total:				1,545.01	0.00	1,545.01	
4890	10/25/2012	10/12	AMBISYST	Ambient Systems LLC	516020	116	10/17/2012	10/17/2012	76.08	0.00	76.08
				Barcode:							
				Check Total:				76.08	0.00	76.08	
4891	10/25/2012	10/12	ANGUS	Angus Systems Group, Inc.	526518	3312101783	10/22/2012	10/22/2012	38.12	0.00	38.12
				Barcode:							
				Check Total:				38.12	0.00	38.12	
4893	10/25/2012	10/12	CAROFRES	Carolina Fresh Aire, Inc.	510030	12830	10/17/2012	10/17/2012	30.72	0.00	30.72
				Barcode:							
				Check Total:				30.72	0.00	30.72	
4894	10/25/2012	10/12	FIRESOLU	Fire and Security Solutions, LLC	515510	1081	8/29/2012	9/28/2012	360.00	0.00	360.00
				Barcode:							
				Check Total:				360.00	0.00	360.00	
4895	10/25/2012	10/12	GLOBFINL	Pitney Bowes	526560	1766148-SP12	9/23/2012	10/16/2012	50.28	0.00	50.28
				Barcode:							
				Check Total:				50.28	0.00	50.28	

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4896	10/25/2012	10/12	KAMMT2	Tom Kammerer	073012	7/20/2012	7/20/2012	1.11	0.00	1.11
	PPRKM40C Mileage 7/1/12-7/30/			526548						
				Barcode:						
	PPRKM40C wrong invoice number			526548	073012	7/20/2012	7/20/2012	-1.11	0.00	-1.11
				Barcode:						
				Check Total:				0.00	0.00	0.00
4897	10/25/2012	10/12	SCHIN	Schindler Elevator Corp	8103293361	10/22/2012	10/22/2012	789.68	0.00	789.68
	PPRKM40C 10/12-12/12 ELEVATOR			514010						
				Barcode:						
				Check Total:				789.68	0.00	789.68
4898	10/25/2012	10/12	SJMERSO	Steven J Mallet	502015	9/27/2012	10/27/2012	117.60	0.00	117.60
	PPRKM40C REPLACE BULBS IN PAL			502015						
				Barcode:						
				Check Total:				117.60	0.00	117.60
4899	10/25/2012	10/12	UNIQBUL	Unique Building Maintenance, Inc.	6699	10/22/2012	10/22/2012	1,927.04	0.00	1,927.04
	PPRKM40C 10/12 JANITORIAL NIG			510025						
				Barcode:						
				Check Total:				1,927.04	0.00	1,927.04
				PPRKM40C 10/12 DAYPORTER	510015	10/22/2012	10/22/2012	430.56	0.00	430.56
				Barcode:						
				Check Total:				2,357.60	0.00	2,357.60
4900	10/25/2012	10/12	VALCREST	ValleyCrest Landscape - Atlanta	4098598	10/10/2012	10/25/2012	493.92	0.00	493.92
	PPRKM40C 10/12 EXT LANDSCAPE			500025						
				Barcode:						
				Check Total:				493.92	0.00	493.92
4901	10/26/2012	10/12	GEORPOW	Georgia Power	03005-101612	10/16/2012	10/31/2012	40.70	0.00	40.70
	PPRKM40C #41315-03005 9/17-10			520010						
				Barcode:						
				Check Total:				40.70	0.00	40.70
4902	10/26/2012	10/12	GEORPOW	Georgia Power						
				Check Total:				40.70	0.00	40.70

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Check #	Check Date	Check Pd	Vendor	P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
PPRKM40C #00756-81042 8/29-9/					520010	81042-092712	9/27/2012	10/12/2012	4,246.96	0.00	4,246.96
						Barcode:					
4903	10/26/2012	10/12	NUVOXCOM		526528	41509-101012	10/10/2012	10/31/2012	16.74	0.00	16.74
PPRKM40C #4141509 10/8-11/7			Windstream Communications			Barcode:					
PPRKM40C #4141509 10/8-11/7					827025	41509-101012	10/10/2012	10/31/2012	0.25	0.00	0.25
						Barcode:					
									16.99	0.00	16.99
									4,246.96	0.00	4,246.96
4904	10/26/2012	10/12	WASTPRO		520070	0000714204	9/30/2012	10/30/2012	51.17	0.00	51.17
PPRKM40C #119034			Waste Pro - Atlanta			Barcode:					
									51.17	0.00	51.17
4905	10/31/2012	10/12	KAMMTZ		526548	073012	7/20/2012	7/20/2012	1.11	0.00	1.11
PPRKM40C Mileage 7/1/12-7/30/			Tom Kammerer			Barcode:					
									1.11	0.00	1.11
4907	11/1/2012	11/12	DIRTVA		526590	18945402562	10/20/2012	11/8/2012	21.60	0.00	21.60
PPRKM40C #034541962 10/19-11/			DIRECTV, Inc.			Barcode:					
									21.60	0.00	21.60
4908	11/1/2012	11/12	FULTONCO		520025	26672-101612	10/16/2012	11/8/2012	62.85	0.00	62.85
PPRKM40C #00230217-55626672 9			Fulton County Finance Department			Barcode:					
									62.85	0.00	62.85
4909	11/5/2012	11/12	NUVOXCOM		526528	41535-101012	10/10/2012	10/31/2012	24.67	0.00	24.67
PPRKM40C #4241535 10/6-11/7			Windstream Communications			Barcode:					
									24.67	0.00	24.67



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4910	11/7/2012	11/12	FULTONCO	Fulton County Finance Department	26672-101612-01	10/16/2012	11/8/2012	175.81	0.00	175.81
PPRW40C #00230217-55826672 9				520025	Barcode:					
										Check Total:
								24.67	0.00	24.67
4911	11/7/2012	11/12	FULTONCO	Fulton County Finance Department	26672-101612-02	10/16/2012	11/8/2012	175.81	0.00	175.81
PPRW40C #00230217-55526672 9				520025	Barcode:					
										Check Total:
								208.92	0.00	208.92
4912	11/7/2012	11/12	FULTONCO	Fulton County Finance Department	26672-101612-03	10/16/2012	11/8/2012	165.21	0.00	165.21
PPRW40C #00230217-55926672 9				520025	Barcode:					
										Check Total:
								165.21	0.00	165.21
4913	11/7/2012	11/12	FULTONCO	Fulton County Finance Department	27564-101612	10/16/2012	11/8/2012	3.17	0.00	3.17
PPRW40C #0023022000127564 9/				520025	Barcode:					
										Check Total:
								3.17	0.00	3.17
4915	11/7/2012	11/12	TRIPR-DM	Daymark Properties Realty, Inc.	PW4C-119121	11/9/2012	11/9/2012	180.77	0.00	180.77
PPRW40C 11-09-12 OS_INS				512520	Barcode:					
										Check Total:
								180.77	0.00	180.77
PPRW40C 11-09-12 OS_LAB				512520	Barcode:					
										Check Total:
								502.14	0.00	502.14
PPRW40C 11-09-12 OS_LAB				526010	Barcode:					
										Check Total:
								630.79	0.00	630.79
PPRW40C 11-09-12 OS_INS				526010	Barcode:					
										Check Total:
								227.10	0.00	227.10
4916	11/8/2012	11/12	UNISWORL	Unisource Worldwide, Inc.	700-85795847	10/26/2012	11/25/2012	225.26	0.00	225.26
PPRW40C TOILET PAPER, PAPER				510030						
										Check Total:
								1,540.80	0.00	1,540.80

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4917	11/8/2012	11/12	GEORPOW Georgia Power	520010	14025-102912	10/29/2012	11/12/2012	88.09	0.00	88.09
Barcode: 14025-102912										
Check Total: 225.26										
4918	11/8/2012	11/12	GEORPOW Georgia Power	520010	30036-102312	10/23/2012	11/7/2012	5.28	0.00	5.28
Barcode: 30036-102312										
Check Total: 5.28										
4919	11/8/2012	11/12	GEORPOW Georgia Power	827025	81042-102612	10/26/2012	11/12/2012	63.02	0.00	63.02
Barcode: 81042-102612										
Check Total: 3,901.33										
4920	11/8/2012	11/12	NUVOXCOM Windstream Communications	526528	41493-102412	10/24/2012	11/14/2012	48.71	0.00	48.71
Barcode: 41493-102412										
Check Total: 48.71										
4921	11/8/2012	11/12	WASTPRO Waste Pro - Atlanta	520070	0000715533	10/20/2012	11/19/2012	99.84	0.00	99.84
Barcode: 0000715533										
Check Total: 99.84										
4922	11/5/2012	11/12	ADTNV ADT Security Services	516015	72996224	6/8/2012	6/8/2012	162.46	0.00	162.46
Barcode: 72996224										
Check Total: 162.46										

Check #	Check Date	Check Pd	Vendor	P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Database: DAYMARK ENTITY: PPRKW40C Report Id: GERL_CHIREGA Check Register Daymark MRI DB Parkway 400 - 11800 Bldg 10/12 Through 12/12											
4924	11/15/2012	11/12	FOLDES		Foliage Design Systems-Orlando 519010	11CF1136	11/11/2012	11/11/2012	102.72	0.00	102.72
					Barcode:						
4925	11/15/2012	11/12	SOUTHSEC		The New Southeastern Security, LLC 516010	209351	11/11/2012	11/11/2012	114.00	0.00	114.00
					Barcode:						
4926	11/15/2012	11/12	VALCREST		ValleyCrest Landscape - Atlanta 500030	1891426	10/26/2012	11/10/2012	729.60	0.00	729.60
					Barcode:						
4928	11/15/2012	11/12	WFFINLEA		Wells Fargo Financial Leasing 526560	6745172978	10/8/2012	10/27/2012	47.66	0.00	47.66
					Barcode:						
4930	11/20/2012	11/12	TRIPR-DM		Daymark Properties Realty, Inc. 512520	PW4C-1121121	11/21/2012	11/21/2012	178.54	0.00	178.54
					Barcode:						
					Barcode:						
					Barcode:						
					Barcode:						
4931	11/29/2012	11/12	ABRFIRE		ABR Fire Protection, Inc. 515525	IA54312	10/26/2012	11/25/2012	400.00	0.00	400.00
					Barcode:						
Check Total:									1,532.37	0.00	1,532.37

Check #	Check Date	Check Pd	Vendor	P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Database: DAYMARK ENTITY: PPRKW40C Report Id: GERI_CHKREGA Check Register Daymark MFI DB Parkway 400 - 11800 Bldg 10/12 Through 12/12 Page: 31 Date: 1/3/2013 Time: 03:25 PM											
4932	11/29/2012	11/12	ANGUS		Angus Systems Group, Inc.	3312111700	11/1/2012	11/1/2012	38.12	0.00	38.12
PPRKW40C 11/12 WORK ORDER SY 526518 Barcode:											
Check Total:									400.00	0.00	400.00
4936	11/29/2012	11/12	STRAIN		Strategic Industries LLC	22066	11/1/2012	11/1/2012	44.88	0.00	44.88
PPRKW40C 11/12 PEST CONTROL 509020 Barcode:											
Check Total:									44.88	0.00	44.88
4937	11/29/2012	11/12	TYCOINTE		Keystone (US) Management, Inc.	81616397	10/6/2012	10/6/2012	50.38	0.00	50.38
PPRKW40C 11/12 CARD ACCESS M 516010 Barcode:											
Check Total:									50.38	0.00	50.38
4938	11/29/2012	11/12	UNIQBUIL		Unique Building Maintenance, Inc.	6854	11/1/2012	11/1/2012	1,927.04	0.00	1,927.04
PPRKW40C 11/12 JAN. NIGHT SER 510025 Barcode:											
Check Total:									411.84	0.00	411.84
4939	11/29/2012	11/12	UNISWORLD		Unisource Worldwide, Inc.	700-85834237	11/21/2012	12/21/2012	300.37	0.00	300.37
PPRKW40C TOILET TISSUE, PAPER ALLISON 11/20/1 510030 Barcode:											
Check Total:									300.37	0.00	300.37
4940	11/29/2012	11/12	VALCREST		ValleyCrest Landscape - Atlanta	4119504	11/10/2012	11/25/2012	493.92	0.00	493.92
PPRKW40C 11/12 EXT. LANDSCAPE 500025 Barcode:											
Check Total:									493.92	0.00	493.92

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Check # Entity	Check Date Reference	Check Pd	Vendor P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount

4941	11/29/2012	11/12	GEORPOW	Georgia Power	520010	03005-111312	11/14/2012	11/30/2012	39.48	0.00	39.48
PPRKM40C #41315-03005 10/16-1											
Barcode:											

Check Total: 39.48											
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4942	11/30/2012	11/12	TRIPR-DM	Daymark Properties Realty, Inc.	522010	PRKM40C1112M	11/30/2012	11/30/2012	2,033.48	0.00	2,033.48
PPRKM40C Mgmt Fee 11/12											
Barcode:											
PPRKM40C	Mgmt Fee 11/12				879010	PRKM40C1112M	11/30/2012	11/30/2012	677.83	0.00	677.83
Barcode:											

Check Total: 2,711.31											
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4944	12/5/2012	12/12	TRIPR-DM	Daymark Properties Realty, Inc.	512520	PW4C-127121	12/7/2012	12/7/2012	178.54	0.00	178.54
PPRKM40C 12-07-12 OS_INS											
Barcode:											
PPRKM40C	12-07-12 OS_LAB				512520	PW4C-12712L	12/7/2012	12/7/2012	495.94	0.00	495.94
Barcode:											
PPRKM40C	12-07-12 OS_LAB				526010	PW4C-12712L	12/7/2012	12/7/2012	630.79	0.00	630.79
Barcode:											
PPRKM40C	12-07-12 OS_INS				526010	PW4C-127121	12/7/2012	12/7/2012	227.10	0.00	227.10
Barcode:											

Check Total: 1,532.37											
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4945	12/12/2012	12/12	DIRTYA	DIRECTV, Inc.	526590	19169558162	11/20/2012	12/5/2012	21.60	0.00	21.60
PPRKM40C #034541962 11/19-12/											
Barcode:											

Check Total: 21.60											
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4946	12/12/2012	12/12	NUVOXCOM	Windstream Communications	526528	41509-111012	11/10/2012	12/2/2012	16.75	0.00	16.75
PPRKM40C #4241509 11/8-12/7											
Barcode:											

Check Total: 16.75											
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4947	12/13/2012	12/12	CASCADE	Cascade Water Services, Inc	514540	638468	12/2/2012	12/16/2012	57.09	0.00	57.09
PPRKM40C 12/12 HVAC WATER TRI											
Barcode:											

Check #	Check Date	Check Pd	Vendor	Account	Invoice	Invoice	Invoice	Discount	Check
Entity	Reference		P.O. Number	Number	Number	Date	Due Date	Amount	Amount
Database: DAYMARK ENTITY: PPRKM40C Report Id: GERL_CHKREGA Check Register Daymark MRI DB Parkway 400 - 11800 Bldg 10/12 Through 12/12 Page: 33 Date: 1/3/2013 Time: 03:25 PM									
4948	12/13/2012	12/12	DIXIEFIL	Georgia Dixe Filters, Inc.	0012606-IN	11/20/2012	12/20/2012	178.58	178.58
PPRKM40C FILTERS									
Barcode: 514530									
Check Total:									57.09
4949	12/13/2012	12/12	FOLDES	Foliage Design Systems-Orlando	12CF1264	12/2/2012	12/11/2012	102.72	102.72
PPRKM40C 12/12 INTERIOR PLANT									
Barcode: 519010									
Check Total:									102.72
4951	12/13/2012	12/12	TYCOINTE	Keystone (US) Management, Inc.	83748043	11/10/2012	11/10/2012	50.38	50.38
PPRKM40C 12/12 FIRE ALARM MON									
Barcode: 515510									
Check Total:									50.38
4953	12/14/2012	12/12	FULTONCO	Fulton County Finance Department	26672-11412	11/14/2012	12/20/2012	252.80	252.80
PPRKM40C 0023021755926672 10/									
Barcode: 520025									
Check Total:									252.80
4954	12/20/2012	12/12	SPR14181	Sprint	887552583-057	11/5/2012	11/25/2012	36.66	36.66
PPRKM40C 887552583 10/2-11/1									
Barcode: 526528									
Check Total:									36.66
4955	12/20/2012	12/12	WASTPRO	Waste Pro - Atlanta	0000719345	11/20/2012	12/20/2012	99.84	99.84
PPRKM40C #119177 12/1-12/31									
Barcode: 520070									
Check Total:									99.84

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Check #	Check Date	Check Pd	Vendor	Account	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
4956	12/20/2012	12/12	WASTPRO	Waste Pro - Atlanta	0000720897	11/30/2012	12/30/2012	51.17	0.00	51.17
PPRKW40C #119034 11/2012										
Barcode:										
Check Total:										
								51.17	0.00	51.17
4957	12/20/2012	12/12	ADDCO	Addco Metal Maintenance Co	110125	12/22/2012	12/22/2012	156.00	0.00	156.00
PPRKW40C 12/12 QUARTERLY MET.										
Barcode:										
Check Total:										
								156.00	0.00	156.00
4958	12/20/2012	12/12	ANGUS	Angus Systems Group, Inc.	3312121672	12/22/2012	12/22/2012	38.12	0.00	38.12
PPRKW40C 12/12 WORK ORDER SY										
Barcode:										
Check Total:										
								38.12	0.00	38.12
4960	12/20/2012	12/12	STRAIN	Strategic Industries LLC	519020	12/22/2012	1/1/2013	44.88	0.00	44.88
PPRKW40C 12/12 INTERIOR PEST										
Barcode:										
Check Total:										
								44.88	0.00	44.88
4961	12/20/2012	12/12	UNIQBUIL	Unique Building Maintenance, Inc.	7032	12/22/2012	12/22/2012	1,927.04	0.00	1,927.04
PPRKW40C 12/12 JANITORIAL NIG										
Barcode:										
Check Total:										
								1,927.04	0.00	1,927.04
4962	12/20/2012	12/12	VALCREST	ValleyCrest Landscape - Atlanta	500025	12/10/2012	12/25/2012	493.92	0.00	493.92
PPRKW40C 12/12 EXT. LANDSCAPE										
Barcode:										
Check Total:										
								493.92	0.00	493.92
4964	12/20/2012	12/12	TRIPR-DM	Daymark Properties Realty, Inc.	512520	12/21/2012	12/21/2012	551.74	0.00	551.74
PPRKW40C 12-21-12 OS_LAB										
Barcode:										
Check Total:										
								551.74	0.00	551.74

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Check # Entity	Check Date Reference	Check Pd	Vendor P.O. Number	Account Number	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
PPRKWA40C	12-21-12	OS_JNS		512520	PW4C-122112I	12/21/2012	12/21/2012	198.61	0.00	198.61
				Barcode:						
PPRKWA40C	12-21-12	OS_JNS		526010	PW4C-122112I	12/21/2012	12/21/2012	227.07	0.00	227.07
				Barcode:						
PPRKWA40C	12-21-12	OS_LAB		526010	PW4C-122112L	12/21/2012	12/21/2012	630.79	0.00	630.79
				Barcode:						
<b>Check Total:</b>								<b>1,608.21</b>	<b>0.00</b>	<b>1,608.21</b>
4965	12/21/2012	12/12	TRIPR-DM	Daymark Properties Realty, Inc.						
				522010	PPRKWA40C1212M	12/31/2012	12/31/2012	1,735.93	0.00	1,735.93
				Barcode:						
PPRKWA40C	Mgmt Fee 12/12			879010	PPRKWA40C1212M	12/31/2012	12/31/2012	578.64	0.00	578.64
				Barcode:						
<b>Check Total:</b>								<b>2,314.57</b>	<b>0.00</b>	<b>2,314.57</b>
4966	12/21/2012	12/12	SMITHM2	Michael Smith						
				826015	102312	10/23/2012	11/22/2012	9.71	0.00	9.71
				Barcode:						
PPRKWA40C	FOOD			826030	102312	10/23/2012	11/22/2012	18.11	0.00	18.11
				Barcode:						
PPRKWA40C	HOTEL			826020	102312	10/23/2012	11/22/2012	85.52	0.00	85.52
				Barcode:						
PPRKWA40C	AIRFARE									
<b>Check Total:</b>								<b>113.34</b>	<b>0.00</b>	<b>113.34</b>
<b>Parkway 400 - 11800 Bldg Total:</b>								<b>49,422.57</b>	<b>0.00</b>	<b>49,422.57</b>
<b>Grand Total:</b>								<b>176,735.59</b>	<b>0.00</b>	<b>176,735.59</b>



Chk Ctrl#	Check Num	Chk Date	Post	Bank	Payee	Payee Name	Amount	Notes
Inv Ctrl#	Inv Num	Rcn	Inv Date	Exp Acct	Ppty	Account Name		
7686	1054	X	05/21/13	05/13	pky-op2	mis47	Bryjaz Construction	1,150.00
7759	1055	X	05/24/13	05/13	pky-op2	ele09	E. Sam Jones Distri	59.39
7760	1056	X	05/24/13	05/13	pky-op2	jan10	Unique Building Mai	70.00
7761	1057	X	05/24/13	05/13	pky-op2	roo3	CentiMark Corporati	580.58
7762	1058	X	05/24/13	05/13	pky-op2	sec12	Southeastern Securi	475.00
7763	1059	X	05/24/13	05/13	pky-op2	ele09	E. Sam Jones Distri	459.57
7785	1060	X	05/31/13	05/13	pky-op2	ele09	E. Sam Jones Distri	182.97
7786	1061	X	05/31/13	05/13	pky-op2	ele11	Mount Electric, Inc.	1,511.00
7787	1062	X	05/31/13	05/13	pky-op2	lds15	Valley Crest	4,116.00
7788	1063	X	05/31/13	05/13	pky-op2	pow01	GEORGIA POWER	22.29
7790	1065	X	05/31/13	05/13	pky-op2	tax04	FULTON COUNTY	273.37
7791	1066	X	05/31/13	05/13	pky-op2	tel03	Windstream Commu	407.98
7792	1067	X	05/31/13	05/13	pky-op2	lds15	Valley Crest	3,040.00
7793	1068	X	05/31/13	05/13	pky-op2	wat03	FULTON COUNTY	733.00
7852	1069	X	06/07/13	06/13	pky-op2	ele09	E. Sam Jones Distri	298.80
7853	1070	X	06/07/13	06/13	pky-op2	ele11	Mount Electric, Inc.	1,210.00
7854	1071	X	06/07/13	06/13	pky-op2	ele12	Batteries + Bulbs	356.20
7855	1072	X	06/07/13	06/13	pky-op2	ele13	Ambient Systems	255.00
7856	1073	X	06/07/13	06/13	pky-op2	jan02	WIEDMAYER JANI	2,326.15
7857	1074	X	06/07/13	06/13	pky-op2	jan11	Unisource Worldwid	1,826.35
7859	1076	X	06/07/13	06/13	pky-op2	lds15	Valley Crest	450.00
7860	1077	X	06/07/13	06/13	pky-op2	mis56	Warrior Restoration	2,063.58
7861	1078	X	06/07/13	06/13	pky-op2	pes09	Strategic Industries,	187.00
7862	1079	X	06/07/13	06/13	pky-op2	pow01	GEORGIA POWER	21,086.68
7863	1080	X	06/07/13	06/13	pky-op2	prop	WIEDMAYER + CO	7,508.01
7864	1081	X	06/07/13	06/13	pky-op2	san10	Waste Pro - Atlanta	873.60
7865	1082	X	06/07/13	06/13	pky-op2	sec12	Southeastern Securi	475.00
7866	1083	X	06/07/13	06/13	pky-op2	tel05	Vertical AVTV	25.00
7867	1084	X	06/07/13	06/13	pky-op2	wat08	Cascade Water Ser	249.52
7869	1085	X	06/07/13	06/13	pky-op2	lds14	Foliage Design Syst	225.77
7909	1086	X	06/14/13	06/13	pky-op2	arc04	VeenendaalCave, In	1,305.14
7910	1087	X	06/14/13	06/13	pky-op2	ele09	E. Sam Jones Distri	46.23
7911	1088	X	06/14/13	06/13	pky-op2	jan02	WIEDMAYER JANI	45.97
7912	1089	X	06/14/13	06/13	pky-op2	jan11	Unisource Worldwid	1,052.30
7913	1090	X	06/14/13	06/13	pky-op2	mis51	Kammerer	44.05
7914	1091	X	06/14/13	06/13	pky-op2	mis57	ABR Tech LLC	392.80
7915	1092	X	06/14/13	06/13	pky-op2	mis58	Applied Technical S	850.00
7917	1094	X	06/14/13	06/13	pky-op2	tel03	Windstream Commu	140.55
7918	1095	X	06/14/13	06/13	pky-op2	jan11	Unisource Worldwid	1,660.80
7919	1096	X	06/14/13	06/13	pky-op2	ins10	State Farm Insuranc	232.31
7920	1097	X	06/17/13	06/13	pky-op2	rel13	Ackerman & Compa	7,756.93
7926	1098	X	06/19/13	06/13	pky-op2	crd01	Ford Motor Credit	704.94
7974	1099	X	06/21/13	06/13	pky-op2	ele04	GUEST ELECTRIC	258.00
7975	1100	X	06/21/13	06/13	pky-op2	ins09	Allied Insurance Co.	1,157.60
7976	1101	X	06/21/13	06/13	pky-op2	lds15	Valley Crest	2,058.00
7977	1102	X	06/21/13	06/13	pky-op2	loc02	A-N-J Locksmith, LL	41.05
7978	1103	X	06/21/13	06/13	pky-op2	mis60	Daniel Henninger P	525.00
7979	1104	X	06/21/13	06/13	pky-op2	mis61	Horizon Graphics	513.60
7980	1105	X	06/21/13	06/13	pky-op2	mis62	Facilitec, Inc.	2,947.04
7981	1106	X	06/21/13	06/13	pky-op2	plu01	RGA SERVICES, IN	1,024.45
7982	1107	X	06/21/13	06/13	pky-op2	rel25	Newmark Southern	3,878.47
7983	1108	X	06/21/13	06/13	pky-op2	wat08	Cascade Water Ser	249.52
8036	1109	X	06/26/13	06/13	pky-op2	lds14	Foliage Design Syst	102.72
8037	1110	X	06/26/13	06/13	pky-op2	plu01	RGA SERVICES, IN	480.00
8060	1111	X	06/26/13	06/13	pky-op2	rel27	Stephen Clifton	150.00
8061	1112	X	06/26/13	06/13	pky-op2	rel30	Charles S. Roach, J	37.32
8065	1113	X	07/05/13	07/13	pky-op2	rel32	Green Commercial	7,992.73
8155	1114	X	07/12/13	07/13	pky-op2	ele05	SCHINDLER ELEV	3,873.63
8157	1116	X	07/12/13	07/13	pky-op2	ins10	State Farm Insuranc	791.65
8158	1117	X	07/12/13	07/13	pky-op2	jan02	WIEDMAYER JANI	8,090.59
8159	1118	X	07/12/13	07/13	pky-op2	jan10	Unique Building Mai	6,844.90
8160	1119	X	07/12/13	07/13	pky-op2	jan11	Unisource Worldwid	2,785.95
8162	1121	X	07/12/13	07/13	pky-op2	loc02	A-N-J Locksmith, LL	89.20
8163	1122	X	07/12/13	07/13	pky-op2	mis47	Bryjaz Construction	200.00
8164	1123	X	07/12/13	07/13	pky-op2	mis52	Shumaker Furniture	655.50
8165	1124	X	07/12/13	07/13	pky-op2	pes09	Strategic Industries,	187.00
8166	1125	X	07/12/13	07/13	pky-op2	pow01	GEORGIA POWER	20,805.87
8167	1126	X	07/12/13	07/13	pky-op2	prop	WIEDMAYER + CO	366.94
8168	1127	X	07/12/13	07/13	pky-op2	roo1	SPECIALTY ROOFI	340.00
8169	1128	X	07/12/13	07/13	pky-op2	san10	Waste Pro - Atlanta	436.80
8170	1129	X	07/12/13	07/13	pky-op2	tel03	Windstream Commu	407.98
8171	1130	X	07/12/13	07/13	pky-op2	tel05	Vertical AVTV	25.00
8172	1131	X	07/12/13	07/13	pky-op2	wat03	FULTON COUNTY	2,403.92

Chk Ctrl#	Check Num	Chk Date	Post	Bank	Payee	Payee Name	Amount	Notes
Inv Ctrl#	Inv Num	Rcn	Inv Date	Exp Acct	Ppty	Account Name		
8173	1132	X	07/12/13	07/13	pky-op2	wat08	Cascade Water Ser	249.52
8174	1133	X	07/12/13	07/13	pky-op2	prop	WIEDMAYER + CO	7,560.90
8177	1134	X	07/12/13	07/13	pky-op2	lds14	Foliage Design Syst	225.77
8178	1135	X	07/12/13	07/13	pky-op2	ele13	Ambient Systems	1,980.00
8179	1136	X	07/12/13	07/13	pky-op2	sec12	Southeastern Securi	475.00
8180	1137	X	07/12/13	07/13	pky-op2	tax04	FULTON COUNTY	12,447.38
8181	1138	X	07/12/13	07/13	pky-op2	tax04	FULTON COUNTY	10,643.49
8182	1139	X	07/12/13	07/13	pky-op2	ele09	E. Sam Jones Distri	650.13
8183	1140	X	07/12/13	07/13	pky-op2	fir02	MITEC	1,505.00
8184	1141	X	07/12/13	07/13	pky-op2	hva16	Prestige Mechanical	2,029.76
8185	1142	X	07/12/13	07/13	pky-op2	mis63	Grainger	176.70
8186	1143	X	07/12/13	07/13	pky-op2	mis64	Carolina Fresh Aire,	128.00
8187	1144	X	07/12/13	07/13	pky-op2	sec13	Waypoint Systems, I	890.00
8217	1145	X	07/19/13	07/13	pky-op2	arc04	VeenendaalCave, In	841.05
8218	1146	X	07/19/13	07/13	pky-op2	arc07	B.G. Beach, PE LE	800.00
8219	1147	X	07/19/13	07/13	pky-op2	lds15	Valley Crest	2,058.00
8220	1148	X	07/19/13	07/13	pky-op2	mis62	Facilitec, Inc.	750.76
8221	1149	X	07/19/13	07/13	pky-op2	mis65	QuikSigns	205.64
8222	1150	X	07/19/13	07/13	pky-op2	prop	WIEDMAYER + CO	605.93
8223	1151	X	07/19/13	07/13	pky-op2	sec13	Waypoint Systems, I	235.00
8224	1152	X	07/19/13	07/13	pky-op2	tax16	Fellers, Schewe, Sc	10,832.38
8225	1153	X	07/19/13	07/13	pky-op2	tel03	Windstream Commu	144.80
8301	1154	X	07/26/13	07/13	pky-op2	lds15	Valley Crest	480.00
8302	1155	X	07/26/13	07/13	pky-op2	mis23	Safeguard Business	236.18
8303	1156	X	07/26/13	07/13	pky-op2	mis64	Carolina Fresh Aire,	128.00
8304	1157	X	07/26/13	07/13	pky-op2	sec13	Waypoint Systems, I	305.00
8305	1158	X	07/26/13	07/13	pky-op2	tel04	Directv	94.99
8307	1159	X	07/26/13	07/13	pky-op2	ins09	Allied Insurance Co.	3,462.80
8308	1160	X	07/29/13	07/13	pky-op2	crd01	Ford Motor Credit	227.40
8309	1161	X	07/30/13	07/13	pky-op2	cont01	Pinnacle Custom Bu	46,894.00
8310	1162	X	07/30/13	07/13	pky-op2	cont01	Pinnacle Custom Bu	31,500.00
8317	1163	X	07/30/13	07/13	pky-op2	plu08	Best Plumbing Spec	141.20
8402	1164	X	08/12/13	08/13	pky-op2	clams	Claims Verification, I	845.46
8411	1165	X	08/14/13	08/13	pky-op2	prop	WIEDMAYER + CO	7,444.43
8410	1166	X	08/14/13	08/13	pky-op2	jan02	WIEDMAYER JANI	4,825.81
8445	1167	X	08/16/13	08/13	pky-op2	arc04	VeenendaalCave, In	403.75
8446	1168	X	08/16/13	08/13	pky-op2	arc07	B.G. Beach, PE LE	600.00
8447	1169	X	08/16/13	08/13	pky-op2	ele09	E. Sam Jones Distri	10.17
8448	1170	X	08/16/13	08/13	pky-op2	eiv04	Office of Commissio	606.12
8449	1171	X	08/16/13	08/13	pky-op2	hva16	Prestige Mechanical	10,903.60
8450	1172	X	08/16/13	08/13	pky-op2	hva19	Industrial Repair Ser	640.00
8451	1173	X	08/16/13	08/13	pky-op2	jan10	Unique Building Mai	7,016.05
8452	1174	X	08/16/13	08/13	pky-op2	jan11	Unisource Worldwid	1,415.04
8453	1175	X	08/16/13	08/13	pky-op2	lds14	Foliage Design Syst	225.77
8454	1176	X	08/16/13	08/13	pky-op2	leg18	Arnall Golden Grego	3,571.00
8455	1177	X	08/16/13	08/13	pky-op2	mis33	N & N Moving Suppl	1,711.92
8456	1178	X	08/16/13	08/13	pky-op2	pes09	Strategic Industries,	187.00
8457	1179	X	08/16/13	08/13	pky-op2	prop	WIEDMAYER + CO	1,368.45
8458	1180	X	08/16/13	08/13	pky-op2	san10	Waste Pro - Atlanta	436.80
8459	1181	X	08/16/13	08/13	pky-op2	tel03	Windstream Commu	148.93
8460	1182	X	08/16/13	08/13	pky-op2	tel05	Vertical AVTV	25.00
8461	1183	X	08/16/13	08/13	pky-op2	wat03	FULTON COUNTY	2,427.50
8462	1184	X	08/16/13	08/13	pky-op2	wat08	Cascade Water Ser	249.52
8463	1185	X	08/16/13	08/13	pky-op2	mis69	Signature Baskets	1,528.20
8470	1186	X	08/16/13	08/13	pky-op2	prop	WIEDMAYER + CO	1,605.00
8465	1187	X	08/16/13	08/13	pky-op2	sec12	Southeastern Securi	475.00
8466	1188	X	08/16/13	08/13	pky-op2	tel03	Windstream Commu	419.73
8471	1189	X	08/16/13	08/13	pky-op2	prop	WIEDMAYER + CO	2,384.70
8507	1190	X	08/21/13	08/13	pky-op2	rel34	Cresa Partners of G	11,079.53
8508	1191	X	08/21/13	08/13	pky-op2	mirablen	Mirabeland Investm	2,681.39
8510	1193	X	08/19/13	08/13	pky-op2	mis47	Bryjaz Construction	300.00
8512	1194	X	08/19/13	08/13	pky-op2	crd01	Ford Motor Credit	238.77
8226	90008	X	07/15/13	07/13	pky-op2	pow01	GEORGIA POWER	330.91 Manual CheckAdjustment
8231	90009	X	07/23/13	07/13	pky-op2	mis51	Kammerer	109.87 Manual CheckAdjustment
8371	90010	X	08/09/13	08/13	pky-op2	pow01	GEORGIA POWER	379.18 Manual CheckAdjustment
8372	90011	X	08/09/13	08/13	pky-op2	pow01	GEORGIA POWER	21,224.25 Manual CheckAdjustment
8373	90012	X	08/09/13	08/13	pky-op2	pow01	GEORGIA POWER	152.30 Manual CheckAdjustment
							Total Checks	363,326.19

**EXHIBIT 3**

In Re:  
 NNN PARKWAY 400 26, LLC  
 a Delaware limited liability company  
 Debtor(s).

CHAPTER 11 (BUSINESS)  
 Case Number: 8:12-BK-24593-TA  
 Operating Report Number: 5  
 For the Month Ending: Apr-2013

I. CASH RECEIPTS AND DISBURSEMENTS

A. (GENERAL ACCOUNT\*)

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 800.06

2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 325.00

3. BEGINNING BALANCE: 475.06

4. RECEIPTS DURING CURRENT PERIOD:

Accounts Receivable - Post-filing	_____	
Accounts Receivable - Pre-filing	_____	
Other (Specify) Closed Prior Debtor Account	_____	0.00
Other (Specify) From Debtors Principal	_____	0.00
**Other (Specify) Interest Income	_____	0.01

TOTAL RECEIPTS THIS PERIOD: 0.01

5. BALANCE: 475.07

6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD

Transfers to Other DIP Accounts (from page 2)	<u>0.00</u>
Disbursements (from page 2)	<u>331.00</u>

TOTAL DISBURSEMENTS THIS PERIOD:\*\*\* 331.00

7. ENDING BALANCE: 144.07

8. General Account Number(s): 3931936847

Depository Name & Location: Wells Fargo Bank  
PO Box 6995  
Portland, OR 97228-6995

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.

TOTAL DISBURSEMENTS FROM GENERAL ACCOUNT FOR CURRENT PERIOD

Date mm/dd/yyyy	Check Number	Payee or DIP account	Purpose	*Amount Transferred	**Amount Disbursed	Amount
4/15/2013	1002	US Trustee	US Trustee Fees		325.00	325.00
4/30/2013		Wells Fargo Bank	Bank Fees		6.00	6.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
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						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
TOTAL DISBURSEMENTS THIS PERIOD:				0.00	331.00	\$331.00

\* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you.  
 \*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you.

Bank statement Date: 4/30/2013 Balance on Statement: \$144.07

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT 0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL OUTSTANDING CHECKS: 0.00

Bank statement Adjustments: \_\_\_\_\_

Explanation of Adjustments-

ADJUSTED BANK BALANCE: \$144.07

\* It is acceptable to replace this form with a similar form  
\*\* Please attach a detailed explanation of any bank statement adjustment

B. (PAYROLL ACCOUNT)

**\*\* NONE EXISTS \*\***

1. TOTAL RECEIPTS PER ALL PRIOR PAYROLL ACCOUNT REPORTS \_\_\_\_\_

2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR PAYROLL  
ACCOUNT REPORTS \_\_\_\_\_

3. BEGINNING BALANCE: 0.00

4. RECEIPTS DURING CURRENT PERIOD:  
(Transferred from General Account) \_\_\_\_\_

5. BALANCE: 0.00

6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD  
TOTAL DISBURSEMENTS THIS PERIOD:\*\*\* 0.00

7. ENDING BALANCE: 0.00

8. PAYROLL Account Number(s): \_\_\_\_\_

Depository Name & Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







**\*\* NONE EXISTS \*\***

1. TOTAL RECEIPTS PER ALL PRIOR TAX ACCOUNT REPORTS \_\_\_\_\_

2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR TAX ACCOUNT REPORTS \_\_\_\_\_

3. BEGINNING BALANCE:

4. RECEIPTS DURING CURRENT PERIOD:  
(Transferred from General Account) \_\_\_\_\_

5. BALANCE:

6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD  
TOTAL DISBURSEMENTS THIS PERIOD:\*\*\*

7. ENDING BALANCE:

8. TAX Account Number(s): \_\_\_\_\_

Depository Name & Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\* NONE EXISTS \*\***

Date mm/dd/yyyy	Check Number	Payee	Purpose	Amount
TOTAL DISBURSEMENTS THIS PERIOD:				0.00

TAX ACCOUNT  
BANK RECONCILIATION

**\*\* NONE \*\***

Bank statement Date: \_\_\_\_\_ Balance on Statement: \_\_\_\_\_

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT 0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL OUTSTANDING CHECKS: 0.00

Bank statement Adjustments: \_\_\_\_\_

Explanation of Adjustments-

ADJUSTED BANK BALANCE: \$0.00

\* It is acceptable to replace this form with a similar form  
\*\* Please attach a detailed explanation of any bank statement adjustment

**ENDING BALANCES FOR THE PERIOD:**

(Provide a copy of monthly account statements for each of the below)

	General Account:	144.07	
	Payroll Account:	0.00	
	Tax Account:	0.00	
*Other Accounts:	_____	_____	
	_____	_____	
	_____	_____	
*Other Monies:	_____	_____	
	**Petty Cash (from below):	0.00	

**TOTAL CASH AVAILABLE:** 144.07

**Petty Cash Transactions:**

Date	Purpose	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TOTAL PETTY CASH TRANSACTIONS:** 0.00

\* Specify the Type of holding (e.g. CD, Savings Account, Investment Security), and the depository name, location & account#  
 \*\* Attach Exhibit Itemizing all petty cash transactions

II. STATUS OF PAYMENTS TO SECURED CREDITORS, LESSORS AND OTHER PARTIES TO EXECUTORY CONTRACTS

Creditor, Lessor, Etc.	Frequency of Payments (Mo/Qtr)	Amount of Payment	Post-Petition payments not made (Number)	Total Due
<b>TOTAL DUE:</b>				<b>0.00</b>

III. TAX LIABILITIES

FOR THE REPORTING PERIOD:

Gross Sales Subject to Sales Tax: \_\_\_\_\_

Total Wages Paid: \_\_\_\_\_

	Total Post-Petition Amounts Owning	Amount Delinquent	Date Delinquent Amount Due
Federal Withholding			
State Withholding			
FICA- Employer's Share			
FICA- Employee's Share			
Federal Unemployment			
Sales and Use			
Real Property			
Other: _____			
<b>TOTAL:</b>	<b>0.00</b>	<b>0.00</b>	

IV. AGING OF ACCOUNTS PAYABLE AND RECEIVABLE  
Main Document Page 12 of 48

	*Accounts Payable	Accounts Receivable	
	Post-Petition	Pre-Petition	Post-Petition
30 days or less			
31 - 60 days			
61 - 90 days			
91 - 120 days			
Over 120 days			
<b>TOTAL:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

V. INSURANCE COVERAGE

	Name of Carrier	Amount of Coverage	Policy Expiration Date	Premium Paid Through (Date)
General Liability	Allied World	\$1,000,000/\$2,000,000	6/1/2013	
Worker's Compensation				
Casualty				
Vehicle	The Hartford	\$1,000,000	10/21/2013	
Others: Umbrella	Allied World	\$25,000,000	6/1/2013	

VI. UNITED STATES TRUSTEE QUARTERLY FEES  
(TOTAL PAYMENTS)

Quarterly Period Ending (Date)	Total Disbursements	Quarterly Fees	Date Paid	Amount Paid	Quarterly Fees Still Owing
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
		<b>0.00</b>		<b>0.00</b>	<b>0.00</b>

\* Post-Petition Accounts Payable SHOULD NOT include professionals' fees and expenses which have been incurred but not yet awarded by the court. Post-Petition Accounts Payable SHOULD include professionals' fees and expenses authorized by Court Order but which remain unpaid as of the close of the period report

Name of Insider	Date of Order Authorizing Compensation	*Authorized Gross Compensation	Gross Compensation Paid During the Month

VIII. SCHEDULE OF OTHER AMOUNTS PAID TO INSIDERS

Name of Insider	Date of Order Authorizing Compensation	Description	Amount Paid During the Month

\* Please indicate how compensation was identified in the order (e.g. \$1,000/week, \$2,500/month)



(ACCRUAL BASIS ONLY)

	Current Month	Cumulative Post-Petition
<b>Sales/Revenue:</b>		
Gross Sales/Revenue		
Less: Returns/Discounts		
Net Sales/Revenue	0.00	0.00
<b>Cost of Goods Sold:</b>		
Beginning Inventory at cost		
Purchases		
Less: Ending Inventory at cost		
Cost of Goods Sold (COGS)	0.00	0.00
Gross Profit	0.00	0.00
Other Operating Income (Itemize)		
<b>Operating Expenses:</b>		
Payroll - Insiders		
Payroll - Other Employees		
Payroll Taxes		
Other Taxes (Itemize)		
Depreciation and Amortization		
Rent Expense - Real Property		
Lease Expense - Personal Property		
Insurance		
Real Property Taxes		
Telephone and Utilities		
Repairs and Maintenance		
Travel and Entertainment (Itemize)		
Miscellaneous Operating Expenses (Itemize)		
Total Operating Expenses	0.00	0.00
Net Gain/(Loss) from Operations	0.00	0.00
<b>Non-Operating Income:</b>		
Interest Income	0.01	0.07
Net Gain on Sale of Assets (Itemize)		
Other (Itemize)		
Total Non-Operating income	0.01	0.07
<b>Non-Operating Expenses:</b>		
US Trustee Fees	325.00	650.00
Legal and Professional (Itemize)		
Other (Itemize) - Bank Fees	6.00	6.00
Other (Itemize) - Check Order	0.00	0.00
Total Non-Operating Expenses	331.00	656.00
<b>NET INCOME/(LOSS)</b>	<b>(330.99)</b>	<b>(655.93)</b>

(Attach exhibit listing all itemizations required above)

ASSETS	Current Month End	
Current Assets:		
Unrestricted Cash	_____	
Restricted Cash	144.07	
Accounts Receivable	_____	
Inventory	_____	
Notes Receivable	_____	
Prepaid Expenses	_____	
Other (Itemize) - Personal Property (Schedule B)	0.00	
Total Current Assets		144.07
Property, Plant, and Equipment	17,600,000.00	
Accumulated Depreciation/Depletion	_____	
Net Property, Plant, and Equipment		17,600,000.00
Other Assets (Net of Amortization):		
Due from Insiders	_____	
Other (Itemize)	_____	
Total Other Assets		0.00
<b>TOTAL ASSETS</b>		<b>17,600,144.07</b>
<b>LIABILITIES</b>		
Post-petition Liabilities:		
Accounts Payable	_____	
Taxes Payable	_____	
Notes Payable	_____	
Professional fees	_____	
Secured Debt	_____	
Other (Itemize)	_____	
Total Post-petition Liabilities		0.00
Pre-petition Liabilities:		
Secured Liabilities	25,500,000.00	
Priority Liabilities	_____	
Unsecured Liabilities	307,788.93	
Other (Itemize)	31,818.33	
Total Pre-petition Liabilities		25,839,607.26
<b>TOTAL LIABILITIES</b>		<b>25,839,607.26</b>
<b>EQUITY:</b>		
Pre-petition Owners' Equity	_____	
Post-petition Profit/(Loss)	_____	
Direct Charges to Equity	_____	
<b>TOTAL EQUITY</b>		<b>(8,239,463.19)</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>17,600,144.07</b>

QUESTIONS

- |  |          |       |
|--|----------|-------|
|  | No       | Yes   |
| 1. Has the debtor-in-possession made any payments on its pre-petition unsecured debt, except as have been authorized by the court? If "Yes", explain below:  | <u>X</u> | _____ |
| <hr/>  |          |       |
|  | No       | Yes   |
| 2. Has the debtor-in-possession during this reporting period provided compensation or remuneration to any officers, directors, principals, or other insiders without appropriate authorization? If "Yes", explain below: | <u>X</u> | _____ |
| <hr/>  |          |       |
| 3. State what progress was made during the reporting period toward filing a plan of reorganization   |          |       |
| <hr/>  |          |       |
| 4. Describe potential future developments which may have a significant impact on the case:   |          |       |
| <hr/>  |          |       |
| 5. Attach copies of all Orders granting relief from the automatic stay that were entered during the reporting period.  |          |       |
| <hr/>  |          |       |
|  | No       | Yes   |
| 6. Did you receive any exempt income this month, which is not set forth in the operating report? If "Yes", please set forth the amounts and sources of the income below.   | <u>X</u> | _____ |
| <hr/>  |          |       |

I, Mubeen M. Aliniazee, Chief Restructuring Officer declare under penalty of perjury that I have fully read and understood the foregoing debtor-in-possession operating report and that the information contained herein is true and complete to the best of my knowledge.

5/15/2013  
Date

M. M. Aliniazee  
Page 16 of 16 CRO for debtor-in-possession

Account number: **3931936847** ■ April 1, 2013 - April 30, 2013 ■ Page 1 of 3



002426 1 AV 0.360 230066



NNN PARKWAY 400 26, LLC  
DEBTOR IN POSSESSION  
CASE #12-BK-24593-TA  
25151 DANAPEPPER  
DANA POINT CA 92629-3109

**Questions?**

Available by phone 24 hours a day, 7 days a week:

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

**Your Business and Wells Fargo**

Start the year with a new outlook on your business finances. It's a great time to talk with a banker about financial options tailored to your current priorities. To find out how we can help, stop by any Wells Fargo location or call us at the number at the top of your statement.

**Activity summary**

Beginning balance on 4/1	\$475.06
Deposits/Credits	0.01
Withdrawals/Debits	- 331.00
<b>Ending balance on 4/30</b>	<b>\$144.07</b>

Average ledger balance this period \$301.72

**Interest summary**

Interest paid this statement	\$0.01
Average collected balance	\$301.72
Annual percentage yield earned	0.04%
Interest earned this statement period	\$0.01
Interest paid this year	\$0.07

Account number: **3931936847**

**NNN PARKWAY 400 26, LLC**  
**DEBTOR IN POSSESSION**  
**CASE #12-BK-24593-TA**

California account terms and conditions apply

For Direct Deposit and Automatic Payments use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000248

DRG11UTV0 002426 NNNNNNNNNN NNN NNN 001 002 114 009549 10557123.6



**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/15	*1002	Check		325.00	150.06
4/30		Interest Payment	0.01		
4/30		Monthly Service Fee		6.00	144.07
<b>Ending balance on 4/30</b>					<b>144.07</b>
<b>Totals</b>			<b>\$0.01</b>	<b>\$331.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

\* Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1002	4/15	325.00

 **IMPORTANT ACCOUNT INFORMATION**

Effective June 18, 2013, American Express® Travelers Cheques, Cheques for Two, and Gift Cheques will no longer be available through Wells Fargo.

Please note the Terms & Conditions for Wells Fargo Business Debit Cards, Business ATM Cards, and Business Deposit Cards, the section titled "Making purchases with a business debit card", and Business Account Agreement section titled "Card Transactions" are changing to clarify that the Bank may limit the number of authorizations it allows during a period of time and reserves the right to deny certain transactions for any reason (e.g., suspected fraudulent or unlawful activity, indication of increased risk related to the transaction).

For more details, refer to the Business Account Agreement Addenda at [wellsfargo.com/biz/products/accounts/fee\\_information](http://wellsfargo.com/biz/products/accounts/fee_information) or contact your local banker.

009650





*Richard Mark  
Director of Accounting  
(404) 941-1620*

May 15, 2013

**RE: NNN Parkway 400, LLC  
Financial Statements April 2013**

Dear Co-Owners:

Please find attached the following financial statements for Towne Lake Overlook Medical Center:

- Balance Sheet as of April 30, 2013
- Monthly and Year to Date Budget Comparison for April 2013
- Accounts Payable Aged Trial Balance
- Accounts Payable Check Register
- Bank Statement and Reconciliation
- Detailed Monthly General Ledger

**Summary of Financial Information –**

- Total Revenue of the property year-to-date is \$1,144,410
- Total year-to-date Operating Expenses are \$647,618
- Year-to Date Net Operating Income is \$496,792
- Interest Expense year-to-date for 2013 is \$0
- Principal payments year-to-date total \$0
- Outstanding mortgage balance is \$24,547,928



## **Financial Statement Variance Analysis and Notes for the month of April 2013:**

### **Balance Sheet Analysis**

- **A/R Operating Partner R:** The prior property manager's Balance Sheet shows cash in excess of the amount forwarded to Wiedmayer + Co. Wiedmayer is working with Daymark Properties to obtain an explanation and reconciliation of the variance. The \$84,463 variance has been recorded in this account until resolved.
- **Escrow Property Taxes:** This credit balance of \$336,121 shown on the previous property manager's books is being researched to understand its origin.
- **Prepaid Rent:** This account's balance of \$161,864 represents April rents received by the previous property manager. Funds in the amount of \$182,607, broadly identified as "April Rents", were wired to Wiedmayer + Co. from the previous property manager this month. Wiedmayer has been able to account for and apply \$20,743 to tenants' accounts. A detailed itemization has been requested from Daymark Properties so the remainder can be accurately applied to tenants' accounts.

### **Income Statement – Monthly Analysis**

#### **Income:**

- No notable variances this month.

#### **Expenses:**

- **Janitorial Contract Services – Night R:** Services for March and April 2013 were expensed this month exceeding the monthly budget by \$7,357. This account exceeds the YTD budget by \$1,162.
- **Carpet Cleaning Common Area R:** At a cost of \$3,650, the granite floors and base boards in both buildings were deep cleaned and polished, restoring their shine and luster.
- **Security Contracted Services R:** Patrol services for the months of February – April were expensed this month causing the \$763 budget excess. YTD, this account remains under budget.
- **Electricity R:** This account exceeds the monthly budget by \$16,042 due to payment this month of power bills for both March and April 2013.
- **Admin Salaries R:** \$5,177 was paid to Daymark Properties to reimburse them for their payroll costs incurred through March 31, 2013.

# WIEDMAYER + CO.

Commercial Real Estate Services

- **Real Estate Tax Appeals R:** An expense of \$15,000 was incurred for the successful appeal of 2010 Real Estate Taxes. The case was settled with the Board of Equalization on March 28, 2013, reducing the assessor's value of the Property from \$25,793,300 to \$19,300,000. The estimated tax savings is \$98,135.

## Financial Statement Variance Analysis and Notes Year-to-Date through March 2013:

### Income:

- **Rent – Base Monthly:** This Accrual Based income statement shows a Base Rent budget surplus of \$440,047 due to the inclusion of accrued rental income attributable to former tenants' who were seriously delinquent when they vacated the premises. These delinquencies totaling \$407,388 were written off this month as Bad Debt Expense.

### Expenses:

- **Carpet Cleaning Common Area R:** In April, at a cost of \$3,650, the granite floors and base boards in both buildings were deep cleaned and polished, restoring their shine and luster.
- **Admin Salaries R:** The YTD balance of this account is \$23,744 and represents payroll expenses incurred by the previous property manager prior to March 31, 2013.
- **Real Estate Tax Appeals R:** An expense of \$15,000 was incurred for the successful appeal of 2010 Real Estate Taxes. The case was settled with the Board of Equalization on March 28, 2013, reducing the assessor's value of the Property from \$25,793,300 to \$19,300,000. The estimated tax savings is \$98,135.
- **Prior Years' Taxes R:** The \$41,444 credit balance in this account was brought forward from the previous manager's books and is being researched to understand its origin.
- **Bad Debt Expense NR:** Uncollectable charges owed by former tenants totaling \$407,388 were written off in March as Bad Debt Expense.

Should you have any questions, please do not hesitate to call my office at (404) 941-1620.

Best Regards,



Richard Mark  
Director of Accounting  
Wiedmayer + Co.  
[rmark@wiedmayer.com](mailto:rmark@wiedmayer.com)



# **NNN PARKWAY 400 LLC**

**Balance Sheet as of April 30, 2013**

**Monthly and Year to Date Budget Comparison for the Month of April 2013**

**Commercial Rent Roll as of April 30, 2013**

**Accounts Payable Aged Trial Balance as of April 30, 2013**

**Accounts Payable Check Register for the Month of April 2013**

**Operating Bank Statement and Reconciliation for the Month of April 2013**

**Detailed General Ledger for the Month of April 2013**

Prepared without audit by Wiedmayer + Co., LLC

**NNN PARKWAY 400, LLC**

**Balance Sheet**

**April 30, 2013**

ASSETS

CASH & EQUIVALENTS

Operating Account	949,881.61
Reserves Account	<u>287,128.75</u>
TOTAL CASH & CASH EQUIVALENTS	1,237,010.36

ACCOUNTS RECEIVABLE

A/R - Property Rent	210,788.15 *
A/R - Operating Partner	<u>84,462.62 *</u>
TOTAL ACCOUNTS RECEIVABLE	295,250.77

ESCROWS

Escrow - Property Taxes	<u>(336,120.51) *</u>
TOTAL ESCROWS	(336,120.51)

REAL ESTATE ASSETS

Land	4,310,000.00
Building	31,372,081.77
Equipment	24,224.10
Loan Costs	1,955,933.38
Building Improvements	71,849.00
Tenant Improvements	825,307.51
Lease Commissions	<u>1,252,051.64</u>
TOTAL REAL ESTATE ASSETS	39,811,447.40

OTHER ASSETS

Prepaid Insurance	2,881.50
Prepaid Other	<u>9,304.56</u>
TOTAL OTHER ASSETS	12,186.06

**TOTAL ASSETS** **41,019,774.08**

\*Information obtained from Daymark trial balance as of 03/31/2013. Further inquiry required from Daymark to verify and reconcile balances.

**NNN PARKWAY 400, LLC**

**Balance Sheet**

**April 30, 2013**

LIABILITIES	
Accounts Payable	42,089.04
TOTAL ACCOUNTS PAYABLE	<u>42,089.04</u>
	42,089.04
PREPAID	
Prepaid Rent	161,863.60 **
SUBTOTAL PREPAID	<u>161,863.60</u>
	161,863.60
DEPOSITS	
Security Deposits	287,143.75
SUBTOTAL OF DEPOSITS	<u>287,143.75</u>
	287,143.75
NOTES PAYABLE LONG TERM	
Mortgage Payable #1	24,547,927.88
SUBTOTAL NOTES PAYABLE LONG TERM	<u>24,547,927.88</u>
	24,547,927.88
<b>TOTAL LIABILITIES</b>	<b>25,039,024.27</b>
EQUITY	
Owner Contribution	15,675,000.00
Owner Distributions	(2,567,565.37)
Retained Earnings	2,873,315.18
<b>TOTAL EQUITY</b>	<b><u>15,980,749.81</u></b>
<b>TOTAL LIABILITIES &amp; CAPITAL</b>	<b>41,019,774.08</b>

\*\*Funds that were received from Daymark for April 2013 rent that will be applied against the A/R Property Rent.

NNN PARKWAY 200, LLC  
Monthly and YTD Budget Comparison

April 30, 2013

	Actual Apr 2013	Budget Apr 2013	Variance Apr 2013	Actual YTD	Budget YTD	Variance YTD
<b>REVENUES</b>						
<b>RENT REVENUE</b>						
Rent - Base Monthly	201,055	201,133	(78)	1,226,048	782,001	444,047
Rent Abatements	(5,325)	(5,325)	-	(110,026)	(21,301)	(88,725)
<b>SUBTOTAL RENTAL REVENUE</b>	<b>195,729</b>	<b>195,808</b>	<b>(78)</b>	<b>1,116,021</b>	<b>760,700</b>	<b>355,321</b>
<b>RENT REVENUE</b>						
Operating Expense Recovery	841	841	-	18,266	3,364	14,901
Utility Janitorial Expense Recovery	-	-	-	6,480	-	6,480
Repairs/Maintenance Expense Recovery	150	-	150	150	-	150
<b>SUBTOTAL RENTAL REVENUE</b>	<b>991</b>	<b>841</b>	<b>150</b>	<b>24,896</b>	<b>3,364</b>	<b>21,531</b>
<b>OTHER INCOME</b>						
Fitness Center Income	-	-	-	100	-	100
Late Fees	-	-	-	3,393	-	3,393
<b>SUBTOTAL OTHER INCOME</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,493</b>	<b>-</b>	<b>3,493</b>
<b>TOTAL REVENUE</b>	<b>196,721</b>	<b>196,649</b>	<b>72</b>	<b>1,144,410</b>	<b>764,065</b>	<b>380,346</b>
<b>EXPENSES</b>						
<b>INVESTMENT EXPENSES REIMBURSABLE</b>						
<b>CLEANING/JANITORIAL- REIMBURSABLE</b>						
Janitorial Contract Services - Night R	13,418	6,061	7,357	25,000	23,838	1,162
Cleaning Supplies R	-	1,515	(1,515)	2,183	6,060	(3,877)
Snow Removal R	-	-	-	-	-	-
Trash Removal R	-	452	(452)	1,747	1,808	(61)
Cleaning Supplies R	-	1,818	(1,818)	3,354	7,272	(3,918)
Carpet Cleaning Tenant R	823	-	823	823	-	823
Carpet Cleaning Common Area R	3,650	-	3,650	3,650	-	3,650
<b>SUBTOTAL CLEANING/JANITORIAL - REIMBURS</b>	<b>17,891</b>	<b>9,846</b>	<b>8,045</b>	<b>36,756</b>	<b>38,978</b>	<b>(2,222)</b>
<b>HVAC - REIMBURSABLE</b>						
HVAC Contracted Services R	-	2,243	(2,243)	2,988	4,486	(1,498)
HVAC Supplies R	680	750	(70)	749	5,330	(4,581)
HVAC Water Treatment R	-	-	-	714	-	714
<b>SUBTOTAL HVAC - REIMBURSABLE</b>	<b>680</b>	<b>2,993</b>	<b>(2,313)</b>	<b>4,452</b>	<b>9,816</b>	<b>(5,364)</b>
<b>FIRE &amp; SECURITY - REIMBURSABLE</b>						
Security Contracted Services R	1,425	662	763	2,585	3,248	(663)
Security Supplies R	-	-	-	170	-	170
Fire Alarm Monitoring R	-	-	-	420	-	420
Fire Sprinkler/Alarm Inspection R	1,190	600	590	2,615	4,300	(1,685)
Fire Alarm Maintenance R	305	-	305	305	-	305
Fire Extinguisher - Service/Repair R	1,445	-	1,445	1,445	-	1,445
<b>SUBTOTAL FIRE &amp; SECURITY - REIMBURSABLE</b>	<b>4,365</b>	<b>1,262</b>	<b>3,103</b>	<b>7,539</b>	<b>7,548</b>	<b>(9)</b>

NNN PARKWAY 200, LLC  
Monthly and YTD Budget Comparison

April 30, 2013

	Actual Apr 2013	Budget Apr 2013	Variance Apr 2013	Actual YTD	Budget YTD	Variance YTD
<b>PLUMBING - REIMBURSABLE</b>						
Plumbing Contracted Services R	-	100	(100)	-	-	-
Plumbing Interior R	-	-	-	280	-	280
<b>SUBTOTAL PLUMBING - REIMBURSABLE</b>	<b>-</b>	<b>100</b>	<b>(100)</b>	<b>280</b>	<b>-</b>	<b>280</b>
<b>ELEVATORS - REIMBURSABLE</b>						
Elevator Contracted Services R	3,290	3,299	(9)	6,581	6,598	(17)
Elevators Repairs & Maintenance R	-	400	(400)	889	800	89
<b>SUBTOTAL FIRE &amp; SECURITY - REIMBURSABLE</b>	<b>3,290</b>	<b>3,699</b>	<b>(409)</b>	<b>7,470</b>	<b>7,398</b>	<b>72</b>
<b>LANDSCAPING - REIMBURSABLE</b>						
Landscaping Contracted Services - Interior R	226	326	(100)	903	1,304	(401)
Landscaping Contracted Services - Exterior R	-	2,058	(2,058)	6,204	8,232	(2,028)
Landscaping Irrigation Repairs R	-	2,050	(2,050)	-	2,050	(2,050)
Seasonal Planting R	-	4,160	(4,160)	-	8,330	(8,330)
<b>SUBTOTAL LANDSCAPING - REIMBURSABLE</b>	<b>226</b>	<b>8,594</b>	<b>(8,368)</b>	<b>7,107</b>	<b>19,916</b>	<b>(12,809)</b>
<b>BUILDING GENERAL - REIMBURSABLE</b>						
Repairs & Maintenance - Interior R	656	500	156	2,155	2,000	155
Repairs & Maintenance - Exterior R	280	1,210	(930)	2,469	3,920	(1,451)
Repairs & Maintenance - Roofs R	-	500	(500)	4,746	2,000	2,746
Repairs & Maintenance - Parking Lot R	-	600	(600)	250	1,100	(850)
Building General Payroll R	3,257	5,500	(2,243)	22,041	22,000	41
Building General Supplies R	463	420	43	584	1,680	(1,096)
Glass & Glazing R	-	500	(500)	-	2,000	(2,000)
Lighting Supplies R	1,555	1,125	430	3,634	4,500	(866)
Locks & Keys R	196	100	96	287	400	(113)
Signs & Directory R	-	250	(250)	-	1,000	(1,000)
Pest Control - R	633	191	442	1,194	764	430
<b>SUBTOTAL BUILDING GENERAL - REIMBURSABLE</b>	<b>7,039</b>	<b>10,896</b>	<b>(3,857)</b>	<b>37,361</b>	<b>41,364</b>	<b>(4,003)</b>
<b>UTILITIES - REIMBURSABLE</b>						
Electricity R	37,360	21,318	16,042	109,845	88,791	21,054
Water/Sewer R	678	937	(259)	4,149	3,450	699
Water Irrigation R	-	-	-	1,826	-	1,826
<b>SUBTOTAL UTILITIES - REIMBURSABLE</b>	<b>38,038</b>	<b>22,255</b>	<b>15,783</b>	<b>115,820</b>	<b>92,241</b>	<b>23,579</b>
<b>ADMINISTRATIVE - REIMBURSABLE</b>						
Property Management Fees R	-	4,862	(4,862)	6,080	17,176	(11,096)
Asset Management R	-	2,200	(2,200)	-	8,800	(8,800)
Admin Salaries R	5,177	-	5,177	23,744	-	23,744
Onsite Office Expense R	-	-	-	318	-	318
Admin Travel/Mileage R	-	-	-	117	-	117
Admin Meals & Entertainment R	-	-	-	66	-	66
Admin Supplies R	25	200	(175)	25	800	(775)
Communications R	508	500	8	3,409	2,000	1,409
Printing R	207	-	207	355	-	355
Postage R	85	230	(145)	943	920	23
Other Admin R	159	-	159	834	-	834
<b>SUBTOTAL ADMINISTRATIVE - REIMBURSABLE</b>	<b>6,159</b>	<b>7,992</b>	<b>(1,833)</b>	<b>35,890</b>	<b>29,696</b>	<b>6,194</b>

NNN PARKWAY 200, LLC  
Monthly and YTD Budget Comparison

April 30, 2013

	Actual Apr 2013	Budget Apr 2013	Variance Apr 2013	Actual YTD	Budget YTD	Variance YTD
<b>TAXES &amp; LICENSES - REIMBURSABLE</b>						
Real Estate Tax Appeals R	15,000	-	15,000	15,000	-	15,000
Prior Years' Taxes R	-	-	-	(41,444)	-	(41,444)
Licenses R	170	400	(231)	170	400	(231)
<b>SUBTOTAL TAXES &amp; LICENSES - REIMBURSABLE</b>	<b>15,170</b>	<b>400</b>	<b>14,770</b>	<b>(26,274)</b>	<b>400</b>	<b>(26,674)</b>
<b>INSURANCE - REIMBURSABLE</b>						
Fire Insurance R	2,882	4,750	(1,869)	2,882	4,750	(1,869)
Auto Insurance R	-	-	-	1,001	-	1,001
<b>SUBTOTAL INSURANCE - REIMBURSABLE</b>	<b>2,882</b>	<b>4,750</b>	<b>(1,869)</b>	<b>3,882</b>	<b>4,750</b>	<b>(868)</b>
<b>TOTAL INVESTMENT EXPENSES REIMBURSABLE</b>	<b>95,739</b>	<b>72,787</b>	<b>22,952</b>	<b>230,283</b>	<b>252,107</b>	<b>(21,825)</b>
<b>INVESTMENT EXPENSES NON-REIMBURSABLE</b>						
<b>ADMINISTRATIVE - NON-REIMBURSABLE</b>						
Asset Management NR	-	-	-	2,027	-	2,027
Fitness Center NR	-	-	-	75	-	75
Legal NR	-	-	-	2,674	-	2,674
Communications NR	164	-	164	164	-	164
Other Fees & Licenses NR	-	-	-	3,400	-	3,400
Bank Fees NR	60	-	60	710	-	710
Penalty for Late Payments NR	-	-	-	631	-	631
Interest Expense - Other NR	-	-	-	171	-	171
<b>Subtotal Administrative - Non-Reimbursable</b>	<b>224</b>	<b>-</b>	<b>224</b>	<b>9,852</b>	<b>-</b>	<b>9,852</b>
<b>PROMOTION - NON-REIMBURSABLE</b>						
Advertising NR	-	-	-	95	-	95
<b>SUBTOTAL PROMOTION - NON-REIMBURSABLE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>95</b>	<b>-</b>	<b>95</b>
<b>OTHER EXPENSES</b>						
Bad Debt Expense NR	-	-	-	407,388	-	407,388
<b>SUBTOTAL OTHER EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>407,388</b>	<b>-</b>	<b>407,388</b>
<b>TOTAL INVESTMENT EXPENSES - NON-REIMBURSABLE</b>	<b>224</b>	<b>-</b>	<b>224</b>	<b>417,335</b>	<b>-</b>	<b>417,335</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>95,963</b>	<b>72,787</b>	<b>23,176</b>	<b>647,618</b>	<b>252,107</b>	<b>395,510</b>
<b>NET OPERATING INCOME</b>	<b>100,757</b>	<b>123,862</b>	<b>(23,105)</b>	<b>496,792</b>	<b>511,958</b>	<b>(15,164)</b>
<b>DEBT EXPENSE</b>						
1st Mortgage Interest	-	-	-	-	-	-
<b>TOTAL DEBT SERVICE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET INCOME</b>	<b>100,757</b>	<b>123,862</b>	<b>(23,105)</b>	<b>496,792</b>	<b>511,958</b>	<b>(15,164)</b>

Select By: Month-to-Month

Unit	Unit Type	Code	Name	Sqft	Potential Rent	Actual Rent	Rent/Sqft	Deposit	Lease From	Lease To
B140			VACANT	2,308.0	0.00					
B150	planmark		Planmark Financial Group, Inc.	2,485.0	0.00	4,239.00	20.47	3,934.58	01/15/10	09/30/15
B160	charter		Charter Communications Holding	9,801.0	0.00	17,404.94	21.31	15,789.13	09/01/09	08/31/14
B170	mirablen		Mirabeland Investments Inc	1,682.0	0.00	2,681.39	19.13	2,681.39	05/01/10	07/31/13
B200	gxs		GXS Inc.	53,501.0	0.00	83,400.25	18.71	80,251.50	11/01/11	08/31/22
B400			VACANT	21,377.0	0.00					
B435	dayforce		Dayforce, Inc.	3,028.0	0.00	4,902.84	19.43	10,052.98	08/01/10	02/28/14
B500			VACANT	24,442.0	0.00					
B600	mediabro		Media Brokers International, Inc.	24,617.0	0.00	37,581.95	18.32	34,874.08	04/01/10	03/31/16
C100	swanston		Frederick Swanston, Inc.	4,771.0	0.00	6,957.71	17.50	6,560.13	12/19/09	12/31/12
C125	mangan		Mangan, Inc.	7,409.0	0.00	10,650.44	17.25	10,650.44	05/07/12	11/30/17
C130	polaris		Polaris Associates, Inc.	1,400.0	0.00	2,158.33	18.50	4,083.34	10/11/10	12/31/13
C140	zodiac		Zodiac Data Systems, Inc.	7,706.0	0.00	12,316.76	19.18	100,000.00	07/01/10	12/31/14
C160	engineer		Engineer's Office	664.0	0.00	0.00	0.00	0.00	01/01/07	12/31/99
C170			VACANT	1,880.0	0.00					
C200			VACANT	11,831.0	0.00					
C225			VACANT	2,817.0	0.00					
C230	adminam		Admin America, Inc.	3,679.0	0.00	6,842.58	22.32	6,842.58	08/13/07	05/31/13
C240	webindus		Web Industries, Inc.	3,293.0	0.00	5,095.92	18.57	5,249.59	03/18/11	06/30/14
C246	claims		Claims Verification, Inc.	1,533.0	0.00	3,107.17	24.32	2,491.13	02/01/03	05/31/13
C250	urey		Urey Companies, LLC	2,562.0	0.00	3,793.90	17.77	3,682.88	06/01/11	08/31/14
FIT	pkyfit		Fitness Center	495.0	0.00	0.00	0.00	0.00	03/23/07	12/31/99
22			Total - Less Excluded Units	193,281.0	0.00	201,133.18	12.49	287,143.75		
16			Total Occupied	128,626.0	0.00	201,133.18	18.76			
72.73			% Occupied	66.55						
6			Total Vacant	64,655.0	0.00		0.00			
27.27			% Vacant	33.45						

pkyl - 11800 Amber Park Drive

Ctrl No.	Invoice Number	Due Date	Ppty Code	Account Number	Account Name	Total Invoice	Amount Payable	Not Yet Due	0-30 Days	30-60 Days	60-90 Days	Over 90 Days
ele09 E. Sam Jones Distributor, Inc.												
	8687 1669035-	05/15/13	pkyl	5474	Lighting	160.50	160.50	160.50	0	0	0	0
	8688 1669021-	05/15/13	pkyl	5474	Lighting	239.15	239.15	239.15	0	0	0	0
	8711 1667623-	05/15/13	pkyl	5474	Lighting	51.90	51.90	51.90	0	0	0	0
						451.55	451.55		0.00	0.00	0.00	0.00
hva13 Georgia Dixie Filters												
	8707 0013555-I	05/15/13	pkyl	5206	HVAC S	497.24	497.24	497.24	0	0	0	0
	8708 00135556	05/15/13	pkyl	5206	HVAC S	182.93	182.93	182.93	0	0	0	0
						680.17	680.17		0.00	0.00	0.00	0.00
mis51 Kammerer												
	8567 Mileage 0	04/20/13	pkyl	5464	Building	26.64	26.64	0	26.64	0	0	0
	8568 Cintas B9	04/20/13	pkyl	5464	Building	221.39	221.39	0	221.39	0	0	0
						248.03	0.00	248.03	0.00	0.00	0.00	0.00
mis53 McMaster-Carr												
	8700 50572120	05/23/13	pkyl	5476	Locks &	45.67	45.67	45.67	0	0	0	0
						45.67	45.67		0.00	0.00	0.00	0.00
mis54 Stone Specialty Services												
	8771 4500	05/15/13	pkyl	5130	Carpet/FI	900.00	900.00	900.00	0	0	0	0
	8772 4499	05/15/13	pkyl	5130	Carpet/FI	2,700.00	2,700.00	2,700.00	0	0	0	0
						3,600.00	3,600.00		0.00	0.00	0.00	0.00
pes09 Strategic Industries, LLC												
	8714 23315	05/15/13	pkyl	5480	Pest Con	446.00	446.00	446.00	0	0	0	0
						446.00	446.00		0.00	0.00	0.00	0.00
plu08 Best Plumbing Specialties, Inc.												
	8790 5422410	05/22/13	pkyl	5470	Building	215.07	215.07	215.07	0	0	0	0
						215.07	215.07		0.00	0.00	0.00	0.00
pow01 GEORGIA POWER COMPANY												
	8679 00756-81	05/13/13	pkyl	5504	Electricit	18,495.87	18,495.87	18,495.87	0	0	0	0
	8720 35315-30	05/08/13	pkyl	5504	Electricit	22.29	22.29	22.29	0	0	0	0
						18,518.16	18,518.16		0.00	0.00	0.00	0.00
prop WIEDMAYER + CO LLC												
	8805 1931	05/15/13	pkyl	5571	Office Su	273.58	24.65	24.65	0	0	0	0
	8805 1931	05/15/13	pkyl	5574	Postage	273.58	84.75	84.75	0	0	0	0
	8805 1931	05/15/13	pkyl	6570	Commun	273.58	164.18	164.18	0	0	0	0
						273.58	273.58		0.00	0.00	0.00	0.00
sec12 Southeastern Security												
	8694 209893	05/10/13	pkyl	5252	Security	475.00	475.00	475.00	0	0	0	0
	8701 209791	05/10/13	pkyl	5252	Security	475.00	475.00	475.00	0	0	0	0
						950.00	950.00		0.00	0.00	0.00	0.00
sec13 Waypoint Systems, Inc.												
	8712 WP413-6	05/22/13	pkyl	5268	Fire Alar	305.00	305.00	305.00	0	0	0	0
						305.00	305.00		0.00	0.00	0.00	0.00
tax03 REAL PROPERTY TAX ADVISO												
	8794 13543	05/10/13	pkyl	5658	Real Est	15,000.00	15,000.00	15,000.00	0	0	0	0
						15,000.00	15,000.00		0.00	0.00	0.00	0.00
tax15 City of Alpharetta												
	8674 12-00009	05/10/13	pkyl	5662	Licenses	150.00	150.00	150.00	0	0	0	0
	8751 12-00009	05/10/13	pkyl	5662	Licenses	19.50	19.50	19.50	0	0	0	0
						169.50	169.50		0.00	0.00	0.00	0.00



Case 8:12-bk-24593-TA Doc 122 Filed 05/15/13 Entered 05/15/13 17:53:52 Desc 9/13/2013 10:14 AM  
**Aged Payables Detail**  
 Type: All Page 30 of 48  
 Days Past Due: All  
 As Of Apr 2013  
 pky - 11800 Amber Park Drive

Ctrl No.	Invoice Number	Due Date	Ppty Code	Account Number	Account Name	Total Invoice	Amount Payable	Not Yet Due	0-30 Days	30-60 Days	60-90 Days	Over 90 Days	
tel03 Windstream Communications													
8740	4241493	05/15/13	pky	5570	Commun	407.98	407.98	407.98	0	0	0	0	
							407.98	407.98	0.00	0.00	0.00	0.00	
tel04 Directv													
8719	34541962	05/06/13	pky	5570	Commun	99.99	99.99	99.99	0	0	0	0	
							99.99	99.99	0.00	0.00	0.00	0.00	
wat03 FULTON COUNTY FINANCE DE													
8800	55926672	05/08/13	pky	5506	Water/Se	13.22	13.22	13.22	0	0	0	0	
8801	55626672	05/08/13	pky	5506	Water/Se	13.22	13.22	13.22	0	0	0	0	
8802	55526672	05/08/13	pky	5506	Water/Se	625.46	625.46	625.46	0	0	0	0	
8803	55826672	05/08/13	pky	5506	Water/Se	13.22	13.22	13.22	0	0	0	0	
8804	00127564	05/08/13	pky	5506	Water/Se	13.22	13.22	13.22	0	0	0	0	
							678.34	678.34	0.00	0.00	0.00	0.00	
								42,089.04	41,841.01	248.03	0.00	0.00	0.00

Number	Totals By Account Name	Total
5130	Carpet/Floor Cleaning Common Area R	3,600.00
5206	HVAC Supplies R	680.17
5252	Security Contracted Services R	950.00
5268	Fire Alarm Maintenance R	305.00
5464	Building General Payroll Reimb R	248.03
5470	Building General Supplies R	215.07
5474	Lighting Supplies R	451.55
5476	Locks & Keys R	45.67
5480	Pest Control - R	446.00
5504	Electricity R	18,518.16
5506	Water/Sewer R	678.34
5570	Communications R	507.97
5571	Office Supplies R	24.65
5574	Postage R	84.75
5658	Real Estate Tax Appeals R	15,000.00
5662	Licenses R	169.50
6570	Communications NR	164.18

Chk Ctrl#	Check Num	Chk Date	Post	Bank	Payee	Payee Name	Amount	Notes
Inv Ctrl#	Inv Num	Rcn	Inv Date	Mnth	Exp Acct	Account Name		
7385	1001	X	04/12/13	04/13	pky-op2	fir11	Lanier Fire Extinguis	2,634.51
7386	1002		04/12/13	04/13	pky-op2	ins09	Allied P & C Ins. Co.	5,763.00
7387	1003	X	04/12/13	04/13	pky-op2	plu08	Best Plumbing Spec	280.02
7388	1004	X	04/12/13	04/13	pky-op2	san10	202 - Waste Pro - At	873.60
7389	1005	X	04/12/13	04/13	pky-op2	wat03	FULTON COUNTY	1,164.10
7390	1006	X	04/12/13	04/13	pky-op2	plu08	Best Plumbing Spec	1,044.43
7424	1007	X	04/19/13	04/13	pky-op2	ele05	SCHINDLER ELEV	3,290.34
7425	1008	X	04/19/13	04/13	pky-op2	jan02	WIEDMAYER JANI	12,561.16
7426	1009	X	04/19/13	04/13	pky-op2	jan10	Unique Building Mai	14,571.10
7427	1010	X	04/19/13	04/13	pky-op2	lds14	Foliage Design Syst	225.77
7428	1011	X	04/19/13	04/13	pky-op2	loc02	A-N-J Locksmith, LL	150.00
7429	1012	X	04/19/13	04/13	pky-op2	mis23	Safeguard Business	206.51
7430	1013	X	04/19/13	04/13	pky-op2	mis50	Angus System Grou	158.85
7432	1015	X	04/19/13	04/13	pky-op2	pes09	Strategic Industries,	187.00
7433	1016	X	04/19/13	04/13	pky-op2	sec08	ABR Fire Protection,	650.00
7434	1017		04/19/13	04/13	pky-op2	sec12	Southeastern Securi	475.00
7435	1018	X	04/19/13	04/13	pky-op2	tel04	Directv	94.99
7517	1019	X	04/26/13	04/13	pky-op2	ele09	E. Sam Jones Distri	1,103.38
7518	1020	X	04/26/13	04/13	pky-op2	mis52	Shumaker Furniture	655.50
7393	90002	X	04/16/13	04/13	pky-op2	pow01	GEORGIA POWER	18,680.59 Manual CheckAdjustment
7394	90003	X	04/16/13	04/13	pky-op2	pow01	GEORGIA POWER	22.29 Manual CheckAdjustment
7395	90004	X	04/16/13	04/13	pky-op2	pow01	GEORGIA POWER	138.49 Manual CheckAdjustment
7392	900001	X	04/16/13	04/13	pky-op2	rel29	Daymark Property R	5,176.70
7316	67068375	X	04/05/13	04/13	pky-op2	tel03	Windstream Commu	1,043.07 Manual CheckAdjustment
7317	67068376	X	04/08/13	04/13	pky-op2	pow01	GEORGIA POWER	740.52 Manual CheckAdjustment
							Total Checks	71,890.92



**FIDELITY BANK**  
Member FDIC

Return Service Requested

P.O. Box 105075, Atlanta, GA 30348-5075  
(404) 248-LION (888) 248-LION www.lionbank.com

LION

Account #  
Mail Code  
Branch

Page 1  
4-30-13  
170013552  
M  
117

007501 0.7686 AT 0.384 TR00031  
WIEDMAYER AND CO LLC  
PO BOX 49623  
ATLANTA GA 30359-1623

REFER A FRIEND TO TOTALLY FREE CHECKING AND GET A FREE GIFT

**TOTALLY FREE BUSINESS CHECKING**

Account #: 170013552

PREVIOUS BALANCE	4-02-13	.00
+DEPOSITS/CREDITS	4	1,021,817.53
-CHECKS/DEBITS	23	65,652.92
-SERVICE CHARGE		45.00
CURRENT BALANCE		956,119.61

**DESCRIPTIVE TRANSACTIONS**

Date	Serial	Description	Amount
4-04		InWire NNN PARKWAY 400 LLC	640000.00
4-04		Incoming Wire Fee(s)	15.00-
4-04		InWire NNN PARKWAY 400 LLC	197052.25
4-04		Incoming Wire Fee(s)	15.00-
4-08		NUVOX COMMUNICAT 8646725000 T2820815544 CCD	1043.07-
4-10		WIEDMAYER AND COMPANY GPC GPC EBILL WEB 3746414025RSW	740.52-
4-15		Wiedmayer + Co. InWire NNN PARKWAY 400 LLC	182606.95
4-15		Incoming Wire Fee(s)	15.00-
4-16		PKY-DYMRK ONLINE TRF	5176.70-
4-18		PKY-DYMRK PPD WIEDMAYER AND CO L GPC GPC EBILL WEB 3531530036RSW	22.29-
4-18		Wiedmayer + Co., LLC GPC GPC EBILL WEB 4131503005RSW	138.49-
4-18		Wiedmayer + Co., LLC GPC GPC EBILL WEB 0075681042RSW	18680.59-
4-29		Wiedmayer + Co., LLC POLARIS ASSOCIAT ACH Pmt CCD 4938272980 NNN Parkway 400, LLC	2158.33

**NOTE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

LION-003-007501-001-002-130501 007501 K06  
30359162323



P.O. Box 105075, Atlanta, GA 30348-5075  
(404) 248-LION (888) 248-LION www.lionbank.com

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4-30-13  
Account # 170013552

**CHECKS PAID**



No.	Date	Amount	No.	Date	Amount
1001	4-29	2634.51	1011	4-23	150.00
1003*	4-24	280.02	1012	4-24	206.51
1004	4-25	873.60	1013	4-29	158.85
1005	4-19	1164.10	1015*	4-25	187.00
1006	4-24	1044.43	1016	4-25	650.00
1007	4-26	3290.34	1018*	4-30	94.99
1008	4-22	12561.16	1019	4-30	1103.38
1009	4-23	14571.10	1020	4-30	655.50
1010	4-24	225.77			

**DAILY BALANCE SUMMARY**

Date	Balance	Date	Balance	Date	Balance
4-02		4-04	837022.25	4-08	835979.18
4-10	835238.66	4-15	1017830.61	4-16	1012653.91
4-18	993812.54	4-19	992648.44	4-22	980087.28
4-23	965366.18	4-24	963609.45	4-25	961898.85
4-26	958608.51	4-29	957973.48	4-30	956119.61

LION-003-007501-001-002-130501 007501 K06

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1001

PAY TO THE ORDER OF: \*\*\*\* TWO THOUSAND SIX HUNDRED THIRTY FOUR AND 51/100 DOLLARS

DATE: 04/12/2013 AMOUNT: \$2,634.51\*\*\*

Lanier Fire Extinguisher  
P.O. Box 1982  
Cumming, GA 30029

*Ryan A. Wiedmayer*

\*001001\* 0611024000170013552\*

1001 04/29/2013 \$2634.51

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1007

PAY TO THE ORDER OF: \*\*\*\* THREE THOUSAND TWO HUNDRED NINETY AND 34/100 DOLLARS

DATE: 04/19/2013 AMOUNT: \$3,290.34\*\*\*

SCHINDLER ELEVATOR CORPORATION  
P.O. Box 93050  
CHICAGO, IL 60673

*Ryan A. Wiedmayer*

\*001007\* 0611024000170013552\*

1007 04/26/2013 \$3290.34

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1003

PAY TO THE ORDER OF: \*\*\*\* TWO HUNDRED EIGHTY AND 02/100 DOLLARS

DATE: 04/12/2013 AMOUNT: \$280.02\*\*\*

Best Plumbing Specialties, Inc.  
P.O. Box 30  
Myersville, MD 21773

*Ryan A. Wiedmayer*

\*001003\* 0611024000170013552\*

1003 04/24/2013 \$280.02

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1008

PAY TO THE ORDER OF: \*\*\*\* TWELVE THOUSAND FIVE HUNDRED SIXTY ONE AND 16/100 DOLLARS

DATE: 04/19/2013 AMOUNT: \$12,561.16\*\*\*

WIEDMAYER JANITORIAL, LLC  
P.O. Box 49623  
ATLANTA, GA 30359

*Ryan A. Wiedmayer*

\*001008\* 0611024000170013552\*

1008 04/22/2013 \$12561.16

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1004

PAY TO THE ORDER OF: \*\*\*\* EIGHT HUNDRED SEVENTY THREE AND 60/100 DOLLARS

DATE: 04/12/2013 AMOUNT: \$873.60\*\*\*

202 Waste Pro - Atlanta  
3512 Oakliff Road  
Atlanta, GA 30340

*Ryan A. Wiedmayer*

\*001004\* 0611024000170013552\*

1004 04/25/2013 \$873.60

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1009

PAY TO THE ORDER OF: \*\*\*\* FOURTEEN THOUSAND FIVE HUNDRED SEVENTY ONE AND 10/100 DOLLARS

DATE: 04/19/2013 AMOUNT: \$14,571.10\*\*\*

Unique Building Maintenance  
4405 International Boulevard, Suite B-112  
Norcross, GA 30093

*Ryan A. Wiedmayer*

\*001009\* 0611024000170013552\*

1009 04/23/2013 \$14571.10

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1005

PAY TO THE ORDER OF: \*\*\*\* ONE THOUSAND ONE HUNDRED SIXTY FOUR AND 10/100 DOLLARS

DATE: 04/12/2013 AMOUNT: \$1,164.10\*\*\*

FULTON COUNTY FINANCE DEPARTMENT  
WATER & SEWER BILLING & COLLECTIONS  
P.O. BOX 105300  
ATLANTA, GA 30348-5300

*Ryan A. Wiedmayer*

\*001005\* 0611024000170013552\*

1005 04/19/2013 \$1164.10

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1010

PAY TO THE ORDER OF: \*\*\*\* TWO HUNDRED TWENTY FIVE AND 77/100 DOLLARS

DATE: 04/19/2013 AMOUNT: \$225.77\*\*\*

Follage Design Systems  
7408 Hancocksee Road  
Orlando, FL 32822

*Ryan A. Wiedmayer*

\*001010\* 0611024000170013552\*

1010 04/24/2013 \$225.77

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1006

PAY TO THE ORDER OF: \*\*\*\* ONE THOUSAND FORTY FOUR AND 43/100 DOLLARS

DATE: 04/12/2013 AMOUNT: \$1,044.43\*\*\*

Best Plumbing Specialties, Inc.  
P.O. Box 30  
Myersville, MD 21773

*Ryan A. Wiedmayer*

\*001006\* 0611024000170013552\*

1006 04/24/2013 \$1044.43

WIEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 5036  
Atlanta, GA 30368

1011

PAY TO THE ORDER OF: \*\*\*\* ONE HUNDRED FIFTY AND 00/100 DOLLARS

DATE: 04/19/2013 AMOUNT: \$150.00\*\*\*

A-N-J Locksmith, LLC  
413 Canton Road, Suite 1B2  
Cumming, GA 30040

*Ryan A. Wiedmayer*

\*001011\* 0611024000170013552\*

1011 04/23/2013 \$150.00

LION-003-007501-001-002-130501 007501 K06

Account: 0170013552  
Fidelity Bank

WEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 10005  
Atlanta, GA 30358

1012

PAY \*\*\*\*\* TWO HUNDRED SIX AND 51/100 DOLLARS \*\*\*\*\*  
TO THE ORDER OF DATE 04/19/2013 AMOUNT \$206.51\*\*\*\*\*

Safeguard Business Systems  
PO Box 88043  
Chicago, IL 60680

*Ryan N. Widmayer*

\*001012\* 0611024000170013552\*

1012 04/24/2013 \$206.51

WEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 10005  
Atlanta, GA 30358

1019

PAY \*\*\*\*\* ONE THOUSAND ONE HUNDRED THREE AND 38/100 DOLLARS \*\*\*\*\*  
TO THE ORDER OF DATE 04/26/2013 AMOUNT \$1,103.38\*\*\*\*\*

E. Sam Jones Distributor, Inc.  
4898 S. Atlanta Road  
Smyrna, GA 30080

*Ryan N. Widmayer*

\*001019\* 0611024000170013552\*

1019 04/30/2013 \$1103.38

WEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 10005  
Atlanta, GA 30358

1013

PAY \*\*\*\*\* ONE HUNDRED FIFTY EIGHT AND 85/100 DOLLARS \*\*\*\*\*  
TO THE ORDER OF DATE 04/19/2013 AMOUNT \$158.85\*\*\*\*\*

Angus System Group, Inc.  
7000 Central Parkway NE, Suite 1460  
Atlanta, GA 30328

*Ryan N. Widmayer*

\*001013\* 0611024000170013552\*

1013 04/29/2013 \$158.85

WEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 10005  
Atlanta, GA 30358

1020

PAY \*\*\*\*\* SIX HUNDRED FIFTY FIVE AND 50/100 DOLLARS \*\*\*\*\*  
TO THE ORDER OF DATE 04/26/2013 AMOUNT \$655.50\*\*\*\*\*

Shusaker Furniture Service, Inc.  
P.O. Box 735  
Buford, GA 30515-0735

*Ryan N. Widmayer*

\*001020\* 0611024000170013552\*

1020 04/30/2013 \$655.50

WEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 10005  
Atlanta, GA 30358

1015

PAY \*\*\*\*\* ONE HUNDRED EIGHTY SEVEN AND 00/100 DOLLARS \*\*\*\*\*  
TO THE ORDER OF DATE 04/19/2013 AMOUNT \$187.00\*\*\*\*\*

Strategic Industries, LLC  
P.O. Box 2576  
Alpharetta, GA 30023-2576

*Ryan N. Widmayer*

\*001015\* 0611024000170013552\*

1015 04/25/2013 \$187.00

WEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 10005  
Atlanta, GA 30358

1016

PAY \*\*\*\*\* SIX HUNDRED FIFTY AND 00/100 DOLLARS \*\*\*\*\*  
TO THE ORDER OF DATE 04/19/2013 AMOUNT \$650.00\*\*\*\*\*

ABR Fire Protection, Inc.  
4953 Austin Park Avenue, Suite A  
Buford, GA 30359

*Ryan N. Widmayer*

\*001016\* 0611024000170013552\*

1016 04/25/2013 \$650.00

WEDMAYER + CO. LLC  
F/B/O Parkway 400  
P.O. Box 4923  
Atlanta, GA 30359

FIDELITY BANK  
P.O. Box 10005  
Atlanta, GA 30358

1018

PAY \*\*\*\*\* NINETY FOUR AND 99/100 DOLLARS \*\*\*\*\*  
TO THE ORDER OF DATE 04/19/2013 AMOUNT \$94.99\*\*\*\*\*

Directv  
P.O. Box 60036  
Los Angeles, CA 90060-0036

*Ryan N. Widmayer*

\*001018\* 0611024000170013552\*

1018 04/30/2013 \$94.99

Code pky-op2  
Description Parkway 400 Operating  
Account# 0170013552

Summary

Prior Balance on 03/31/13	0.00
- 20 Checks	45,027.96
- 12 Other Decreases	-973,363.42
+ 5 Deposits	33,366.92
+ 4 Other Increases	1,941,144.07
+ 0 Non-G/L Reconciliation Adjustments	0.00
 Cleared Balance	 956,119.61
Statement Balance on 04/30/13	956,119.61
 In Balance	

Checks

1001 04/12/13 Lanier Fire Extinguisher	2,634.51	1003 04/12/13 Best Plumbing Specialties, I	280.02
1004 04/12/13 202 - Waste Pro - Atlanta	873.60	1005 04/12/13 FULTON COUNTY FINANC	1,164.10
1006 04/12/13 Best Plumbing Specialties, I	1,044.43	1007 04/19/13 SCHINDLER ELEVATOR C	3,290.34
1008 04/19/13 WIEDMAYER JANITORIAL,	12,561.16	1009 04/19/13 Unique Building Maintenanc	14,571.10
1010 04/19/13 Foliage Design Systems	225.77	1011 04/19/13 A-N-J Locksmith, LLC	150.00
1012 04/19/13 Safeguard Business System	206.51	1013 04/19/13 Angus System Group, Inc.	158.85
1014 04/19/13 Thomas Kammerer	248.03	1014 04/19/13 Thomas Kammerer	-248.03
1015 04/19/13 Strategic Industries, LLC	187.00	1016 04/19/13 ABR Fire Protection, Inc.	650.00
1018 04/19/13 Directv	94.99	1019 04/26/13 E. Sam Jones Distributor, In	1,103.38
1020 04/26/13 Shumaker Furniture Service,	655.50	900001 04/16/13 Daymark Property Realty, In	5,176.70

Other Decreases

JE 2807 04/16/13 Part of \$182,606.95 wire rec	6,961.75	JE 2808 04/16/13 Part of \$182,606.95 wire fro	2,602.90
JE 2826 04/03/13 Part of \$182,606.95 wire fro	17,404.94	JE 2838 04/15/13	15.00
JE 2848 04/15/13 Part of \$182,606.95 wire rec	4,239.00	JE 2861 03/31/13 Funds showing on previous	84,462.62
JE 2862 04/04/13	837,052.25	PY 8495 04/16/13 GEORGIA POWER COMPA	18,680.59
PY 8494 04/16/13 GEORGIA POWER COMPA	22.29	PY 8493 04/16/13 GEORGIA POWER COMPA	138.49
PY 8396 04/05/13 Windstream Communication	1,043.07	PY 8402 04/08/13 GEORGIA POWER COMPA	740.52

Deposits

1 04/16/13	6,961.75	2 04/16/13	2,602.90
3 04/03/13	17,404.94	7 04/29/13	2,158.33
9 04/15/13	4,239.00		

Other Increases

JE 2743 04/04/13	639,985.00	JE 2744 04/04/13	197,037.25
JE 2806 04/15/13	182,606.95	JE 2860 03/31/13	921,514.87

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Account Information

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Code	pkv-op2
Description	Parkway 400 Operating
Acct #	0170013552
Prior Stmt Date	03/31/2013
Prior Statement Balance	0.00
New Statement Date	04/30/2013
New Statement Balance	956,119.61

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Unreconciled Items

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Unreconciled Deposits

1	04/16/13	6,961.75	Cleared
2	04/16/13	2,602.90	Cleared
3	04/03/13	17,404.94	Cleared
7	04/29/13	2,158.33	Cleared
9	04/15/13	4,239.00	Cleared

Unreconciled Checks

1001	04/12/13	Lanier Fire Extinguisher	2,634.51	Cleared
1002	04/12/13	Allied P & C Ins. Co.	5,763.00	
1003	04/12/13	Best Plumbing Specialties, Inc.	280.02	Cleared
1004	04/12/13	202 - Waste Pro - Atlanta	873.60	Cleared
1005	04/12/13	FULTON COUNTY FINANCE D	1,164.10	Cleared
1006	04/12/13	Best Plumbing Specialties, Inc.	1,044.43	Cleared
1007	04/19/13	SCHINDLER ELEVATOR COR	3,290.34	Cleared
1008	04/19/13	WIEDMAYER JANITORIAL, LL	12,561.16	Cleared
1009	04/19/13	Unique Building Maintenance	14,571.10	Cleared
1010	04/19/13	Foliage Design Systems	225.77	Cleared
1011	04/19/13	A-N-J Locksmith, LLC	150.00	Cleared
1012	04/19/13	Safeguard Business Systems	206.51	Cleared
1013	04/19/13	Angus System Group, Inc.	158.85	Cleared
1014	04/19/13	Thomas Kammerer	248.03	Cleared
1014	04/19/13	Thomas Kammerer	-248.03	Cleared
1015	04/19/13	Strategic Industries, LLC	187.00	Cleared
1016	04/19/13	ABR Fire Protection, Inc.	650.00	Cleared
1017	04/19/13	Southeastern Security	475.00	
1018	04/19/13	Directv	94.99	Cleared
1019	04/26/13	E. Sam Jones Distributor, Inc.	1,103.38	Cleared
1020	04/26/13	Shumaker Furniture Service, Inc	655.50	Cleared
900001	04/16/13	Daymark Property Realty, Inc.	5,176.70	Cleared

Unreconciled Adjustments

JE 2743	04/04/13	639,985.00	Cleared	
JE 2744	04/04/13	197,037.25	Cleared	
JE 2806	04/15/13	182,606.95	Cleared	
JE 2807	04/16/13	Part of \$182,606.95 wire receive	-6,961.75	Cleared
JE 2808	04/16/13	Part of \$182,606.95 wire from pr	-2,602.90	Cleared
JE 2826	04/03/13	Part of \$182,606.95 wire from pr	-17,404.94	Cleared
JE 2838	04/15/13	-15.00	Cleared	



JE 2848	04/15/13	Part of \$182,606.95 wire receive	-4,239.00	Cleared
JE 2860	03/31/13		921,514.87	Cleared
JE 2861	03/31/13	Funds showing on previous man	-84,462.62	Cleared
JE 2862	04/04/13		-837,052.25	Cleared
PY 8495	04/16/13	GEORGIA POWER COMPANY	-18,680.59	Cleared
PY 8494	04/16/13	GEORGIA POWER COMPANY	-22.29	Cleared
PY 8493	04/16/13	GEORGIA POWER COMPANY	-138.49	Cleared
PY 8396	04/05/13	Windstream Communications	-1,043.07	Cleared
PY 8402	04/08/13	GEORGIA POWER COMPANY	-740.52	Cleared

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Summary

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G/L Balance as of 05/2013	1,026,564.74
Checks after 04/30/2013	77,461.02
Deposits after 04/30/2013	-155,971.87
Receipts after 04/30/2013	0.00
Adjustments after 04/30/2013	<u>1,827.72</u>
 Checkbook Balance as of 04/30/2013	 949,881.61
 Balance adjusted by:	
Unreconciled checks	51,265.96
Unreconciled deposits	-33,366.92
Undeposited receipts	0.00
Unreconciled adjustments	-967,780.65
Cleared items	<u>956,119.61</u>
 Cleared Checkbook Balance	 956,119.61
 Matches New Statement Balance	



Return  
Service  
Requested

P.O. Box 105075, Atlanta, GA 30348-5075  
(404) 248-LION (888) 248-LION www.lionbank.com

LION

Page 1  
4-30-13  
Account # 170013541  
Mail Code M  
Branch 117

007500 0.4500 AT 0.384 TR00031



WIEDMAYER AND CO LLC  
PO BOX 49623  
ATLANTA GA 30359-1623

REFER A FRIEND TO TOTALLY FREE  
CHECKING AND GET A FREE GIFT

**TOTALLY FREE BUSINESS CHECKING**

Account #: 170013541

PREVIOUS BALANCE	4-02-13	.00
+DEPOSITS/CREDITS	1	287,143.75
-CHECKS/DEBITS		.00
-SERVICE CHARGE		15.00
CURRENT BALANCE		287,128.75

**DESCRIPTIVE TRANSACTIONS**

Date	Serial	Description	Amount
4-04		InWire NNN PARKWAY 400 LLC	287143.75
4-04		Incoming Wire Fee(s)	15.00-

**DAILY BALANCE SUMMARY**

Date	Balance	Date	Balance
4-02		4-04	287128.75

**NOTE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

007500



LION-001-007500-001-000-130501 007500 K06  
30359162323

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
<b>1120</b>			<b>Operating Account</b>					<b>837,052.25</b>	<b>= Beginning Balance =</b>
pkv	04/01/13	04/13	(adminam) Admin America, I	R-4711	4458	6,842.58		843,894.83	
pkv	04/01/13	04/13	(adminam) Admin America, I	R-4711	4458	119.17		844,014.00	
pkv	04/03/13	04/13	Part of \$182,606.95 wire fro	J-2826			17,404.94	826,609.06	Charter Check #528682
pkv	04/03/13	04/13	(charter) Charter Communic	R-4744	528682	10,668.31		837,277.37	
pkv	04/03/13	04/13	(charter) Charter Communic	R-4744	528682	6,736.63		844,014.00	
pkv	04/04/13	04/13		J-2743		639,985.00		1,483,999.00	Wire from previous manager
pkv	04/04/13	04/13		J-2744		197,037.25		1,681,036.25	Wire from previous manager
pkv	04/04/13	04/13		J-2862			837,052.25	843,984.00	Reverse duplicate of Open E
pkv	04/05/13	04/13	(tel03) Windstream Commu	K-8396	67068375		1,043.07	842,940.93	Through 4/21/13
pkv	04/08/13	04/13	(pow01) GEORGIA POWER	K-8402	67068376		740.52	842,200.41	UNREG 02/27-03/28
pkv	04/12/13	04/13	(fir11) Lanier Fire Extinguish	K-8391	1001		685.00	841,515.41	Annula Inspection
pkv	04/12/13	04/13	(fir11) Lanier Fire Extinguish	K-8391	1001		754.89	840,760.52	20 exting's serviced
pkv	04/12/13	04/13	(fir11) Lanier Fire Extinguish	K-8392	1001		689.62	840,070.90	19 exting's serviced
pkv	04/12/13	04/13	(fir11) Lanier Fire Extinguish	K-8392	1001		505.00	839,565.90	Annual Inspection
pkv	04/12/13	04/13	(ins09) Allied P & C Ins. Co.	K-8477	1002		5,763.00	833,802.90	Down Pmt 4/2/13-4/2/14
pkv	04/12/13	04/13	(plu08) Best Plumbing Speci	K-8405	1003		159.90	833,643.00	Flush Valve Lever
pkv	04/12/13	04/13	(plu08) Best Plumbing Speci	K-8406	1003		120.12	833,522.88	Hot Cartridge 6 Pack
pkv	04/12/13	04/13	(san10) 202 - Waste Pro - At	K-8403	1004		873.60	832,649.28	March/April 2013
pkv	04/12/13	04/13	(wat03) FULTON COUNTY	K-8397	1005		26.44	832,622.84	02/13-03/12
pkv	04/12/13	04/13	(wat03) FULTON COUNTY	K-8398	1005		36.45	832,586.39	Irrig 02/13-03/12
pkv	04/12/13	04/13	(wat03) FULTON COUNTY	K-8399	1005		26.59	832,559.80	Irrig 02/13-03/12
pkv	04/12/13	04/13	(wat03) FULTON COUNTY	K-8400	1005		1,044.84	831,514.96	02/13-03/12
pkv	04/12/13	04/13	(wat03) FULTON COUNTY	K-8401	1005		29.78	831,485.18	02/13-03/12
pkv	04/12/13	04/13	(plu08) Best Plumbing Speci	K-8404	1006		1,044.43	830,440.75	Fitness Center Flooring
pkv	04/15/13	04/13		J-2806		182,606.95		1,013,047.70	Rents wired from prev mana
pkv	04/15/13	04/13		J-2838			15.00	1,013,032.70	Incoming Wire Fee
pkv	04/15/13	04/13	Part of \$182,606.95 wire re	J-2848			4,239.00	1,008,793.70	Planmark April Rent
pkv	04/15/13	04/13	(planmark) Planmark Financi	R-4794			8.85	1,008,784.85	Check sent to previous man
pkv	04/15/13	04/13	(planmark) Planmark Financi	R-4794		8.85		1,008,793.70	Check sent to previous man
pkv	04/15/13	04/13	(planmark) Planmark Financi	R-4794		4,239.00		1,013,032.70	Check sent to previous man
pkv	04/16/13	04/13	Part of \$182,606.95 wire re	J-2807			6,961.75	1,006,070.95	Admin America #4458
pkv	04/16/13	04/13	Part of \$182,606.95 wire fro	J-2808			2,602.90	1,003,468.05	Mirabeland Ck #6400
pkv	04/16/13	04/13	(mirablen) Mirabeland Invest	R-4712	6400	2,602.90		1,006,070.95	
pkv	04/16/13	04/13	(rel29) Daymark Property Re	K-8491	900001		3,924.60	1,002,146.35	Q1 2013 payroll costs
pkv	04/16/13	04/13	(rel29) Daymark Property Re	K-8492	900001		1,252.10	1,000,894.25	Q1 2013 Payroll Costs
pkv	04/16/13	04/13	(pow01) GEORGIA POWER	K-8495	90002		18,680.59	982,213.66	11800 02/27-03/27
pkv	04/16/13	04/13	(pow01) GEORGIA POWER	K-8494	90003		22.29	982,191.37	ENTR 02/21-03/22
pkv	04/16/13	04/13	(pow01) GEORGIA POWER	K-8493	90004		138.49	982,052.88	OMP 02/15-03/17
pkv	04/19/13	04/13	(ele05) SCHINDLER ELEVA	K-8569	1007		3,290.34	978,762.54	Q2 Service
pkv	04/19/13	04/13	(jan02) WIEDMAYER JANIT	K-8556	1008		9,304.56	969,457.98	Payroll Reimb Reserve
pkv	04/19/13	04/13	(jan02) WIEDMAYER JANIT	K-8556	1008		3,256.60	966,201.38	Engineer 4/01-4/18
pkv	04/19/13	04/13	(jan10) Unique Building Mai	K-8543	1009		50.00	966,151.38	6th floor near Stair 2
pkv	04/19/13	04/13	(jan10) Unique Building Mai	K-8544	1009		823.20	965,328.18	Suite 200 Carpet Cleaning
pkv	04/19/13	04/13	(jan10) Unique Building Mai	K-8545	1009		6,417.00	958,911.18	March Services
pkv	04/19/13	04/13	(jan10) Unique Building Mai	K-8546	1009		7,000.90	951,910.28	April Services
pkv	04/19/13	04/13	(jan10) Unique Building Mai	K-8547	1009		280.00	951,630.28	Pressure wash smoking are
pkv	04/19/13	04/13	(lds14) Foliage Design Syste	K-8563	1010		102.72	951,527.56	
pkv	04/19/13	04/13	(lds14) Foliage Design Syste	K-8564	1010		123.05	951,404.51	
pkv	04/19/13	04/13	(loc02) A-N-J Locksmith, LL	K-8555	1011		150.00	951,254.51	Rekey 3 GXS Suites
pkv	04/19/13	04/13	(mis23) Safeguard Business	K-8512	1012		206.51	951,048.00	Checks
pkv	04/19/13	04/13	(mis50) Angus System Grou	K-8562	1013		158.85	950,889.15	
pkv	04/19/13	04/13	(mis51) Kammerer	K-8567	1014		26.64	950,862.51	March mileage reimburseme
pkv	04/19/13	04/13	(mis51) Kammerer	K-8568	1014		221.39	950,641.12	Uniforms
pkv	04/19/13	04/13	(mis51) Kammerer	K-8567	1014v	26.64		950,667.76	March mileage reimburseme
pkv	04/19/13	04/13	(mis51) Kammerer	K-8568	1014v	221.39		950,889.15	Uniforms
pkv	04/19/13	04/13	(pes09) Strategic Industries,	K-8557	1015		187.00	950,702.15	Monthly Service
pkv	04/19/13	04/13	(sec08) ABR Fire Protection,	K-8565	1016		650.00	950,052.15	Bldg II Annual Inspection
pkv	04/19/13	04/13	(sec12) Southeastern Securi	K-8561	1017		475.00	949,577.15	Patrol Services
pkv	04/19/13	04/13	(tel04) Directv	K-8560	1018		94.99	949,482.16	Monthly Service
pkv	04/26/13	04/13	(ele09) E. Sam Jones Distrib	K-8666	1019		159.43	949,322.73	Ballasts & Bulbs
pkv	04/26/13	04/13	(ele09) E. Sam Jones Distrib	K-8667	1019		943.95	948,378.78	Ballasts & Bulbs
pkv	04/26/13	04/13	(mis52) Shumaker Furniture	K-8645	1020		375.25	948,003.53	Woodwork touch up
pkv	04/26/13	04/13	(mis52) Shumaker Furniture	K-8646	1020		280.25	947,723.28	Woodwork touch up
pkv	04/29/13	04/13	(polaris) Polaris Associates,	R-4780	EFT 042913	2,158.33		949,881.61	
			<b>NetChange= 112,829.36</b>					<b>949,881.61</b>	<b>= Ending Balance =</b>
<b>1140</b>			<b>Reserves Account</b>					<b>287,143.75</b>	<b>= Beginning Balance =</b>
pkv	04/04/13	04/13		J-2745		287,128.75		574,272.50	Wire from previous manager
pkv	04/04/13	04/13		J-2863			287,143.75	287,128.75	Reverse duplicate of Open E
			<b>NetChange= -15.00</b>					<b>287,128.75</b>	<b>= Ending Balance =</b>

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
<b>1220</b>			<b>A/R - Property Rent</b>					<b>47,434.49</b>	<b>= Beginning Balance =</b>
pkwy	04/01/13	04/13	(claims) Claims Verification,	C-6562		180.55		47,615.04	Operating Expense Recover
pkwy	04/01/13	04/13	(adminam) Admin America, I	C-6566		119.17		47,734.21	Operating Expense Recover
pkwy	04/01/13	04/13	(adminam) Admin America, I	C-6567		6,842.58		54,576.79	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(planmark) Planmark Financi	C-6569		4,239.00		58,815.79	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(charter) Charter Communic	C-6571		17,404.94		76,220.73	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(swanston) Frederick Swans	C-6572		6,957.71		83,178.44	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(mediabro) Media Brokers In	C-6573		37,581.95		120,760.39	Base Monthly Rent
pkwy	04/01/13	04/13	(dayforce) Dayforce, Inc.	C-6575		4,902.84		125,663.23	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(mirablen) Mirabeland Invest	C-6576		2,602.90		128,266.13	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(gxs) GXS Inc.	C-6578		83,400.25		211,666.38	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(zodiac) Zodiac Data Syste	C-6579		12,316.76		223,983.14	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(webindus) Web Industries, I	C-6581		5,095.92		229,079.06	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(polaris) Polaris Associates,	C-6583		2,158.33		231,237.39	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(urey) Urey Companies, LLC	C-6585		3,793.90		235,031.29	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(mangan) Mangan, Inc.	C-6587		10,650.44		245,681.73	Base Monthly Rent (04/2013)
pkwy	04/01/13	04/13	(mangan) Mangan, Inc.	C-6588			5,325.22	240,356.51	Rent Abatement (04/2013)
pkwy	04/01/13	04/13	(adminam) Admin America, I	R-4711	4458		6,842.58	233,513.93	
pkwy	04/01/13	04/13	(adminam) Admin America, I	R-4711	4458		119.17	233,394.76	
pkwy	04/03/13	04/13	(charter) Charter Communic	R-4744	528682		6,736.63	226,658.13	
pkwy	04/03/13	04/13	(charter) Charter Communic	R-4744	528682		10,668.31	215,989.82	
pkwy	04/04/13	04/13	(gxs) GXS Inc.	C-6608		150.00		216,139.82	Rekey 3Z03A, 3Z02A, 3Z01
pkwy	04/15/13	04/13	(claims) Claims Verification,	C-6563		3,107.17		219,246.99	Base Monthly Rent (04/2013)
pkwy	04/15/13	04/13	(planmark) Planmark Financi	R-4794			8.85	219,238.14	Check sent to previous man
pkwy	04/15/13	04/13	(planmark) Planmark Financi	R-4794			4,239.00	214,999.14	Check sent to previous man
pkwy	04/15/13	04/13	(planmark) Planmark Financi	R-4794		8.85		215,007.99	Check sent to previous man
pkwy	04/16/13	04/13	(zodiac) Zodiac Data Syste	C-6580		541.39		215,549.38	Operating Expense Recover
pkwy	04/16/13	04/13	(mirablen) Mirabeland Invest	R-4712	6400		2,602.90	212,946.48	
pkwy	04/29/13	04/13	(polaris) Polaris Associates,	R-4780	EFT 042913		2,158.33	210,788.15	
			<b>NetChange= 163,353.66</b>					<b>210,788.15</b>	<b>= Ending Balance =</b>
<b>1270</b>			<b>A/R - Operating Partner</b>					<b>84,462.62</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>84,462.62</b>	<b>= Ending Balance =</b>
<b>1292</b>			<b>Escrow - Property Taxes</b>					<b>-336,120.51</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>-336,120.51</b>	<b>= Ending Balance =</b>
<b>1310</b>			<b>Land</b>					<b>4,310,000.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>4,310,000.00</b>	<b>= Ending Balance =</b>
<b>1315</b>			<b>Building</b>					<b>31,372,081.77</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>31,372,081.77</b>	<b>= Ending Balance =</b>
<b>1317</b>			<b>Equipment</b>					<b>24,224.10</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>24,224.10</b>	<b>= Ending Balance =</b>
<b>1330</b>			<b>Loan Costs</b>					<b>1,955,933.38</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>1,955,933.38</b>	<b>= Ending Balance =</b>
<b>1335</b>			<b>Building Improvements</b>					<b>71,849.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>71,849.00</b>	<b>= Ending Balance =</b>
<b>1345</b>			<b>Tenant Improvements</b>					<b>825,307.51</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>825,307.51</b>	<b>= Ending Balance =</b>
<b>1350</b>			<b>Lease Commissions</b>					<b>1,252,051.64</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>1,252,051.64</b>	<b>= Ending Balance =</b>
<b>1910</b>			<b>Prepaid Insurance</b>					<b>5,763.00</b>	<b>= Beginning Balance =</b>
pkwy	04/30/13	04/13		J-2852			2,881.50	2,881.50	To expense monthly insur co
			<b>NetChange= -2,881.50</b>					<b>2,881.50</b>	<b>= Ending Balance =</b>
<b>1914</b>			<b>Prepaid Other</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pkwy	04/19/13	04/13	(jan02) WIEDMAYER JANIT	P-8556	466	9,304.56		9,304.56	Payroll Reimb Reserve
			<b>NetChange= 9,304.56</b>					<b>9,304.56</b>	<b>= Ending Balance =</b>
<b>2110</b>			<b>Accounts Payable</b>					<b>-11,653.73</b>	<b>= Beginning Balance =</b>
pkwy	01/18/13	04/13	(jan10) Unique Building Mai	P-8543	7378		50.00	-11,703.73	6th floor near Stair 2
pkwy	02/01/13	04/13	(sec12) Southeastern Securi	P-8561	209682		475.00	-12,178.73	Patrol Services
pkwy	02/19/13	04/13	(fir11) Lanier Fire Extinguish	P-8392	8918		689.62	-12,868.35	19 exting's serviced
pkwy	02/19/13	04/13	(fir11) Lanier Fire Extinguish	P-8392	8918		505.00	-13,373.35	Annual Inspection
pkwy	02/19/13	04/13	(fir11) Lanier Fire Extinguish	P-8391	8919		685.00	-14,058.35	Annula Inspection



Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
pk	04/19/13	04/13	(sec12) Southeastern Securi	K-8561	1017	475.00		-5,513.58	Patrol Services
pk	04/19/13	04/13	(tel04) Directv	K-8560	1018	94.99		-5,418.59	Monthly Service
pk	04/19/13	04/13	(tel04) Directv	P-8719	34541962 04-		99.99	-5,518.58	04/19-05/18
pk	04/19/13	04/13	(jan02) WIEDMAYER JANIT	P-8556	466		9,304.56	-14,823.14	Payroll Reimb Reserve
pk	04/19/13	04/13	(jan02) WIEDMAYER JANIT	P-8556	466		3,256.60	-18,079.74	Engineer 4/01-4/18
pk	04/20/13	04/13	(tax15) City of Alpharetta	P-8674	12-00009997		150.00	-18,229.74	2013 Business License Ren
pk	04/22/13	04/13	(mis52) Shumaker Furniture	P-8645	113-4-22-571		375.25	-18,604.99	Woodwork touch up
pk	04/22/13	04/13	(mis52) Shumaker Furniture	P-8646	113-4-22-571		280.25	-18,885.24	Woodwork touch up
pk	04/22/13	04/13	(ele09) E. Sam Jones Distrib	P-8711	1667623-01		51.90	-18,937.14	
pk	04/22/13	04/13	(plu08) Best Plumbing Speci	P-8790	5422410		215.07	-19,152.21	Shower Curtains
pk	04/23/13	04/13	(pow01) GEORGIA POWER	P-8720	35315-30036		22.29	-19,174.50	ENTR 03/22-04/23
pk	04/24/13	04/13	(ele09) E. Sam Jones Distrib	P-8688	1669021-00		239.15	-19,413.65	
pk	04/24/13	04/13	(ele09) E. Sam Jones Distrib	P-8687	1669035-00		160.50	-19,574.15	
pk	04/24/13	04/13	(pes09) Strategic Industries,	P-8714	23315		446.00	-20,020.15	Ant Treatment
pk	04/24/13	04/13	(tel03) Windstream Commun	P-8740	4241493 04-2		407.98	-20,428.13	Windstream
pk	04/24/13	04/13	(mis53) McMaster-Carr	P-8700	50572120		45.67	-20,473.80	Key Access Box
pk	04/24/13	04/13	(sec13) Waypoint Systems, I	P-8712	WP413-64		305.00	-20,778.80	Rep Alarms to send to email
pk	04/26/13	04/13	(hva13) Georgia Dixie Filters	P-8707	0013555-IN		497.24	-21,276.04	72 Filters
pk	04/26/13	04/13	(hva13) Georgia Dixie Filters	P-8708	00135556-IN		182.93	-21,458.97	56 Filters
pk	04/26/13	04/13	(pow01) GEORGIA POWER	P-8679	00756-81042		18,495.87	-39,954.84	11800 03/28-04/26
pk	04/26/13	04/13	(ele09) E. Sam Jones Distrib	K-8666	1019	159.43		-39,795.41	Ballasts & Bulbs
pk	04/26/13	04/13	(ele09) E. Sam Jones Distrib	K-8667	1019	943.95		-38,851.46	Ballasts & Bulbs
pk	04/26/13	04/13	(mis52) Shumaker Furniture	K-8645	1020	375.25		-38,476.21	Woodwork touch up
pk	04/26/13	04/13	(mis52) Shumaker Furniture	K-8646	1020	280.25		-38,195.96	Woodwork touch up
pk	04/30/13	04/13	(tax15) City of Alpharetta	P-8751	12-00009997		19.50	-38,215.46	
pk	04/30/13	04/13	(prop) WIEDMAYER + CO L	P-8805	1931		84.75	-38,300.21	April 2013
pk	04/30/13	04/13	(prop) WIEDMAYER + CO L	P-8805	1931		164.18	-38,464.39	Conference Calls
pk	04/30/13	04/13	(prop) WIEDMAYER + CO L	P-8805	1931		24.65	-38,489.04	April 2013
pk	04/30/13	04/13	(mis54) Stone Specialty Ser	P-8772	4499		2,700.00	-41,189.04	11800 Granite Cleaning
pk	04/30/13	04/13	(mis54) Stone Specialty Ser	P-8771	4500		900.00	-42,089.04	11720 Granite Cleaning
			<b>NetChange=</b>					<b>-30,435.31</b>	<b>= Ending Balance =</b>
<b>2218</b>			<b>Accrued Other</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pk	04/03/13	04/13	Part of \$182,606.95 wire fro	J-2826		17,404.94		17,404.94	Charter Check #528682
pk	04/15/13	04/13		J-2806			182,606.95	-165,202.01	Rents wired from prev mana
pk	04/15/13	04/13	Part of \$182,606.95 wire re	J-2848		4,239.00		-160,963.01	Planmark April Rent
pk	04/16/13	04/13	Part of \$182,606.95 wire re	J-2807		6,961.75		-154,001.26	Admin America #4458
pk	04/16/13	04/13	Part of \$182,606.95 wire fro	J-2808		2,602.90		-151,398.36	Mirabeland Ck #6400
pk	04/30/13	04/13		J-2864		151,398.36		0.00	Reclass funds from prior ma
			<b>NetChange=</b>					<b>0.00</b>	<b>= Ending Balance =</b>
<b>2302</b>			<b>Prepaid Rent</b>					<b>-10,465.24</b>	<b>= Beginning Balance =</b>
pk	04/30/13	04/13		J-2864			151,398.36	-161,863.60	Reclass funds from prior ma
			<b>NetChange=</b>					<b>-151,398.36</b>	<b>= Ending Balance =</b>
<b>2401</b>			<b>Security Deposits</b>					<b>-287,143.75</b>	<b>= Beginning Balance =</b>
			<b>NetChange=</b>					<b>-287,143.75</b>	<b>= Ending Balance =</b>
<b>2710</b>			<b>Mortgage Payable #1</b>					<b>-24,547,927.88</b>	<b>= Beginning Balance =</b>
			<b>NetChange=</b>					<b>-24,547,927.88</b>	<b>= Ending Balance =</b>
<b>3200</b>			<b>Owner Contribution</b>					<b>-15,675,000.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange=</b>					<b>-15,675,000.00</b>	<b>= Ending Balance =</b>
<b>3400</b>			<b>Owner Distributions</b>					<b>2,567,565.37</b>	<b>= Beginning Balance =</b>
			<b>NetChange=</b>					<b>2,567,565.37</b>	<b>= Ending Balance =</b>
<b>3800</b>			<b>Retained Earnings</b>					<b>-2,376,522.82</b>	<b>= Beginning Balance =</b>
pk	04/04/13	04/13		J-2743			640,000.00	-3,016,522.82	Wire from previous manager
pk	04/04/13	04/13		J-2744			197,052.25	-3,213,575.07	Wire from previous manager
pk	04/04/13	04/13		J-2745			287,143.75	-3,500,718.82	Wire from previous manager
pk	04/04/13	04/13		J-2862		837,052.25		-2,663,666.57	Reverse duplicate of Open E
pk	04/04/13	04/13		J-2863		287,143.75		-2,376,522.82	Reverse duplicate of Open E
			<b>NetChange=</b>					<b>-2,376,522.82</b>	<b>= Ending Balance =</b>
<b>4220</b>			<b>Rent - Base Monthly</b>					<b>-1,024,992.93</b>	<b>= Beginning Balance =</b>
pk	04/01/13	04/13	(adminam) Admin America, I	C-6567			6,842.58	-1,031,835.51	Base Monthly Rent (04/2013)
pk	04/01/13	04/13	(planmark) Planmark Financi	C-6569			4,239.00	-1,036,074.51	Base Monthly Rent (04/2013)
pk	04/01/13	04/13	(charter) Charter Commun	C-6571			17,404.94	-1,053,479.45	Base Monthly Rent (04/2013)
pk	04/01/13	04/13	(swanston) Frederick Swans	C-6572			6,957.71	-1,060,437.16	Base Monthly Rent (04/2013)
pk	04/01/13	04/13	(mediabro) Media Brokers In	C-6573			37,581.95	-1,098,019.11	Base Monthly Rent
pk	04/01/13	04/13	(dayforce) Dayforce, Inc.	C-6575			4,902.84	-1,102,921.95	Base Monthly Rent (04/2013)

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
pky	04/01/13	04/13	(mirablen) Mirabeland Invest	C-6576			2,602.90	-1,105,524.85	Base Monthly Rent (04/2013)
pky	04/01/13	04/13	(gxs) GXS Inc.	C-6578			83,400.25	-1,188,925.10	Base Monthly Rent (04/2013)
pky	04/01/13	04/13	(zodiac) Zodiac Data Syste	C-6579			12,316.76	-1,201,241.86	Base Monthly Rent (04/2013)
pky	04/01/13	04/13	(webindus) Web Industries, I	C-6581			5,095.92	-1,206,337.78	Base Monthly Rent (04/2013)
pky	04/01/13	04/13	(polaris) Polaris Associates,	C-6583			2,158.33	-1,208,496.11	Base Monthly Rent (04/2013)
pky	04/01/13	04/13	(urey) Urey Companies, LLC	C-6585			3,793.90	-1,212,290.01	Base Monthly Rent (04/2013)
pky	04/01/13	04/13	(mangan) Mangan, Inc.	C-6587			10,650.44	-1,222,940.45	Base Monthly Rent (04/2013)
pky	04/15/13	04/13	(claims) Claims Verification,	C-6563			3,107.17	-1,226,047.62	Base Monthly Rent (04/2013)
			<b>NetChange= -201,054.69</b>					<b>-1,226,047.62</b>	<b>= Ending Balance =</b>
<b>4244</b>			<b>Rent - Abatements</b>					<b>104,701.13</b>	<b>= Beginning Balance =</b>
pky	04/01/13	04/13	(mangan) Mangan, Inc.	C-6588		5,325.22		110,026.35	Rent Abatement (04/2013)
			<b>NetChange= 5,325.22</b>					<b>110,026.35</b>	<b>= Ending Balance =</b>
<b>4302</b>			<b>Operating Expense Recov</b>					<b>-17,424.59</b>	<b>= Beginning Balance =</b>
pky	04/01/13	04/13	(claims) Claims Verification,	C-6562			180.55	-17,605.14	Operating Expense Recover
pky	04/01/13	04/13	(adminam) Admin America, I	C-6566			119.17	-17,724.31	Operating Expense Recover
pky	04/16/13	04/13	(zodiac) Zodiac Data Syste	C-6580			541.39	-18,265.70	Operating Expense Recover
			<b>NetChange= -841.11</b>					<b>-18,265.70</b>	<b>= Ending Balance =</b>
<b>4308</b>			<b>Utility/Janitorial Expense</b>					<b>-6,480.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>-6,480.00</b>	<b>= Ending Balance =</b>
<b>4318</b>			<b>Repairs/Maintenance Expe</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pky	04/04/13	04/13	(gxs) GXS Inc.	C-6608			150.00	-150.00	Rekey 3Z03A, 3Z02A, 3Z01
			<b>NetChange= -150.00</b>					<b>-150.00</b>	<b>= Ending Balance =</b>
<b>4406</b>			<b>Amenities Income</b>					<b>-100.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>-100.00</b>	<b>= Ending Balance =</b>
<b>4412</b>			<b>Late Charges</b>					<b>-3,393.29</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>-3,393.29</b>	<b>= Ending Balance =</b>
<b>4502</b>			<b>Interest Income Short Ter</b>					<b>-0.01</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>-0.01</b>	<b>= Ending Balance =</b>
<b>5114</b>			<b>Janitorial Contract Service</b>					<b>11,581.60</b>	<b>= Beginning Balance =</b>
pky	03/01/13	04/13	(jan10) Unique Building Mai	P-8545	7491	6,417.00		17,998.60	March Services
pky	04/01/13	04/13	(jan10) Unique Building Mai	P-8546	7618	7,000.90		24,999.50	April Services
			<b>NetChange= 13,417.90</b>					<b>24,999.50</b>	<b>= Ending Balance =</b>
<b>5122</b>			<b>Trash Removal R</b>					<b>1,747.20</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>1,747.20</b>	<b>= Ending Balance =</b>
<b>5126</b>			<b>Cleaning Supplies R</b>					<b>2,182.54</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>2,182.54</b>	<b>= Ending Balance =</b>
<b>5128</b>			<b>Carpet/Floor Cleaning Ten</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pky	02/27/13	04/13	(jan10) Unique Building Mai	P-8544	7586	823.20		823.20	Suite 200 Carpet Cleaning
			<b>NetChange= 823.20</b>					<b>823.20</b>	<b>= Ending Balance =</b>
<b>5130</b>			<b>Carpet/Floor Cleaning Co</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pky	01/18/13	04/13	(jan10) Unique Building Mai	P-8543	7378	50.00		50.00	6th floor near Stair 2
pky	04/30/13	04/13	(mis54) Stone Specialty Ser	P-8772	4499	2,700.00		2,750.00	11800 Granite Cleaning
pky	04/30/13	04/13	(mis54) Stone Specialty Ser	P-8771	4500	900.00		3,650.00	11720 Granite Cleaning
			<b>NetChange= 3,650.00</b>					<b>3,650.00</b>	<b>= Ending Balance =</b>
<b>5132</b>			<b>Janitorial Day Porter R</b>					<b>3,354.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>3,354.00</b>	<b>= Ending Balance =</b>
<b>5202</b>			<b>HVAC Contracted Services</b>					<b>2,988.43</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>2,988.43</b>	<b>= Ending Balance =</b>
<b>5206</b>			<b>HVAC Supplies R</b>					<b>69.30</b>	<b>= Beginning Balance =</b>
pky	04/26/13	04/13	(hva13) Georgia Dixie Filters	P-8707	0013555-IN	497.24		566.54	72 Filters
pky	04/26/13	04/13	(hva13) Georgia Dixie Filters	P-8708	00135556-IN	182.93		749.47	56 Filters
			<b>NetChange= 680.17</b>					<b>749.47</b>	<b>= Ending Balance =</b>
<b>5214</b>			<b>HVAC Water Treatment</b>					<b>713.67</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>713.67</b>	<b>= Ending Balance =</b>
<b>5252</b>			<b>Security Contracted Servic</b>					<b>1,159.91</b>	<b>= Beginning Balance =</b>

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
pk	02/01/13	04/13	(sec12) Southeastern Securi	P-8561	209682	475.00		1,634.91	Patrol Services
pk	03/01/13	04/13	(sec12) Southeastern Securi	P-8701	209791	475.00		2,109.91	Monthly Service
pk	04/01/13	04/13	(sec12) Southeastern Securi	P-8694	209893	475.00		2,584.91	Monthly Service
			<b>NetChange= 1,425.00</b>					<b>2,584.91</b>	<b>= Ending Balance =</b>
<b>5260</b>			<b>Security Supplies R</b>					<b>170.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>170.00</b>	<b>= Ending Balance =</b>
<b>5262</b>			<b>Fire Alarm Monitoring R</b>					<b>419.82</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>419.82</b>	<b>= Ending Balance =</b>
<b>5266</b>			<b>Fire Sprinkler/Alarm Inspe</b>					<b>1,425.00</b>	<b>= Beginning Balance =</b>
pk	02/19/13	04/13	(fir11) Lanier Fire Extinguish	P-8392	8918	505.00		1,930.00	Annual Inspection
pk	02/19/13	04/13	(fir11) Lanier Fire Extinguish	P-8391	8919	685.00		2,615.00	Annula Inspection
			<b>NetChange= 1,190.00</b>					<b>2,615.00</b>	<b>= Ending Balance =</b>
<b>5268</b>			<b>Fire Alarm Maintenance R</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pk	04/24/13	04/13	(sec13) Waypoint Systems, I	P-8712	WP413-64	305.00		305.00	Rep Alarms to send to email
			<b>NetChange= 305.00</b>					<b>305.00</b>	<b>= Ending Balance =</b>
<b>5270</b>			<b>Fire Extinguisher - Service</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pk	02/19/13	04/13	(fir11) Lanier Fire Extinguish	P-8392	8918	689.62		689.62	19 exting's serviced
pk	02/19/13	04/13	(fir11) Lanier Fire Extinguish	P-8391	8919	754.89		1,444.51	20 exting's serviced
			<b>NetChange= 1,444.51</b>					<b>1,444.51</b>	<b>= Ending Balance =</b>
<b>5308</b>			<b>Plumbing Interior R</b>					<b>280.02</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>280.02</b>	<b>= Ending Balance =</b>
<b>5352</b>			<b>Elevator Contracted Servic</b>					<b>3,290.34</b>	<b>= Beginning Balance =</b>
pk	04/01/13	04/13	(ele05) SCHINDLER ELEVA	P-8569	8103429938	3,290.34		6,580.68	Q2 Service
			<b>NetChange= 3,290.34</b>					<b>6,580.68</b>	<b>= Ending Balance =</b>
<b>5358</b>			<b>Elevator Repairs and Maint</b>					<b>888.97</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>888.97</b>	<b>= Ending Balance =</b>
<b>5402</b>			<b>Landscaping Contracted S</b>					<b>677.31</b>	<b>= Beginning Balance =</b>
pk	04/01/13	04/13	(lds14) Foliage Design Syste	P-8563	04CF4043	102.72		780.03	
pk	04/01/13	04/13	(lds14) Foliage Design Syste	P-8564	04CF4051	123.05		903.08	
			<b>NetChange= 225.77</b>					<b>903.08</b>	<b>= Ending Balance =</b>
<b>5404</b>			<b>Landscaping Contracted S</b>					<b>6,203.61</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>6,203.61</b>	<b>= Ending Balance =</b>
<b>5452</b>			<b>Repairs &amp; Maintenance - In</b>					<b>1,499.43</b>	<b>= Beginning Balance =</b>
pk	04/22/13	04/13	(mis52) Shumaker Furniture	P-8645	113-4-22-571	375.25		1,874.68	Woodwork touch up
pk	04/22/13	04/13	(mis52) Shumaker Furniture	P-8646	113-4-22-571	280.25		2,154.93	Woodwork touch up
			<b>NetChange= 655.50</b>					<b>2,154.93</b>	<b>= Ending Balance =</b>
<b>5454</b>			<b>Repairs &amp; Maintenance - E</b>					<b>2,189.47</b>	<b>= Beginning Balance =</b>
pk	04/01/13	04/13	(jan10) Unique Building Mai	P-8547	7728	280.00		2,469.47	Pressure wash smoking are
			<b>NetChange= 280.00</b>					<b>2,469.47</b>	<b>= Ending Balance =</b>
<b>5456</b>			<b>Repairs &amp; Maintenance - R</b>					<b>4,746.28</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>4,746.28</b>	<b>= Ending Balance =</b>
<b>5458</b>			<b>Repairs &amp; Maintenance - P</b>					<b>250.00</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>250.00</b>	<b>= Ending Balance =</b>
<b>5462</b>			<b>Building General Payroll R</b>					<b>18,784.75</b>	<b>= Beginning Balance =</b>
pk	04/19/13	04/13	(jan02) WIEDMAYER JANIT	P-8556	466	3,256.60		22,041.35	Engineer 4/01-4/18
			<b>NetChange= 3,256.60</b>					<b>22,041.35</b>	<b>= Ending Balance =</b>
<b>5464</b>			<b>Building General Payroll R</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pk	03/21/13	04/13	(mis51) Kammerer	P-8568	Cintas B9908	221.39		221.39	Uniforms
pk	03/21/13	04/13	(mis51) Kammerer	P-8568	Cintas B9908	221.39		442.78	Uniforms
pk	03/21/13	04/13	(mis51) Kammerer	P-8568	Cintas B9908		221.39	221.39	Uniforms
pk	03/31/13	04/13		J-2849			248.03	-26.64	Reclass supplies for bldg en
pk	03/31/13	04/13	(mis51) Kammerer	P-8567	Mileage 03-2	26.64		0.00	March mileage reimburseme
pk	03/31/13	04/13	(mis51) Kammerer	P-8567	Mileage 03-2		26.64	-26.64	March mileage reimburseme
pk	03/31/13	04/13	(mis51) Kammerer	P-8567	Mileage 03-2	26.64		0.00	March mileage reimburseme
			<b>NetChange= 0.00</b>					<b>0.00</b>	<b>= Ending Balance =</b>



Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
<b>5470</b>			<b>Building General Supplies</b>					<b>120.63</b>	<b>= Beginning Balance =</b>
pk	03/31/13	04/13		J-2849		248.03		368.66	Reclass supplies for bldg en
pk	04/22/13	04/13	(plu08) Best Plumbing Speci	P-8790	5422410	215.07		583.73	Shower Curtains
			<b>NetChange= 463.10</b>					<b>583.73</b>	<b>= Ending Balance =</b>
<b>5474</b>			<b>Lighting Supplies R</b>					<b>2,079.33</b>	<b>= Beginning Balance =</b>
pk	04/11/13	04/13	(ele09) E. Sam Jones Distrib	P-8666	1667613-00	159.43		2,238.76	Ballasts & Bulbs
pk	04/12/13	04/13	(ele09) E. Sam Jones Distrib	P-8667	1667623-00	943.95		3,182.71	Ballasts & Bulbs
pk	04/22/13	04/13	(ele09) E. Sam Jones Distrib	P-8711	1667623-01	51.90		3,234.61	
pk	04/24/13	04/13	(ele09) E. Sam Jones Distrib	P-8688	1669021-00	239.15		3,473.76	
pk	04/24/13	04/13	(ele09) E. Sam Jones Distrib	P-8687	1669035-00	160.50		3,634.26	
			<b>NetChange= 1,554.93</b>					<b>3,634.26</b>	<b>= Ending Balance =</b>
<b>5476</b>			<b>Locks &amp; Keys R</b>					<b>91.05</b>	<b>= Beginning Balance =</b>
pk	04/04/13	04/13	(loc02) A-N-J Locksmith, LL	P-8555	253580	150.00		241.05	Rekey 3 GXS Suites
pk	04/24/13	04/13	(mis53) McMaster-Carr	P-8700	50572120	45.67		286.72	Key Access Box
			<b>NetChange= 195.67</b>					<b>286.72</b>	<b>= Ending Balance =</b>
<b>5480</b>			<b>Pest Control - R</b>					<b>561.00</b>	<b>= Beginning Balance =</b>
pk	04/01/13	04/13	(pes09) Strategic Industries,	P-8557	23195	187.00		748.00	Monthly Service
pk	04/24/13	04/13	(pes09) Strategic Industries,	P-8714	23315	446.00		1,194.00	Ant Treatment
			<b>NetChange= 633.00</b>					<b>1,194.00</b>	<b>= Ending Balance =</b>
<b>5504</b>			<b>Electricity R</b>					<b>72,485.32</b>	<b>= Beginning Balance =</b>
pk	03/17/13	04/13	(pow01) GEORGIA POWER	P-8493	41315-03005	138.49		72,623.81	OMP 02/15-03/17
pk	03/22/13	04/13	(pow01) GEORGIA POWER	P-8494	35315-30036	22.29		72,646.10	ENTR 02/21-03/22
pk	03/27/13	04/13	(pow01) GEORGIA POWER	P-8495	00756-81042	18,680.59		91,326.69	11800 02/27-03/27
pk	04/23/13	04/13	(pow01) GEORGIA POWER	P-8720	35315-30036	22.29		91,348.98	ENTR 03/22-04/23
pk	04/26/13	04/13	(pow01) GEORGIA POWER	P-8679	00756-81042	18,495.87		109,844.85	11800 03/28-04/26
			<b>NetChange= 37,359.53</b>					<b>109,844.85</b>	<b>= Ending Balance =</b>
<b>5506</b>			<b>Water/Sewer R</b>					<b>3,470.71</b>	<b>= Beginning Balance =</b>
pk	04/12/13	04/13	(wat03) FULTON COUNTY	P-8804	00127564 04-	13.22		3,483.93	03/12-04/12
pk	04/12/13	04/13	(wat03) FULTON COUNTY	P-8802	55526672 04-	625.46		4,109.39	03/12-04/12
pk	04/12/13	04/13	(wat03) FULTON COUNTY	P-8801	55626672 04-	13.22		4,122.61	03/12-04/12
pk	04/12/13	04/13	(wat03) FULTON COUNTY	P-8803	55826672 04-	13.22		4,135.83	03/12-04/12
pk	04/12/13	04/13	(wat03) FULTON COUNTY	P-8800	55926672 04-	13.22		4,149.05	03/12-04/12
			<b>NetChange= 678.34</b>					<b>4,149.05</b>	<b>= Ending Balance =</b>
<b>5507</b>			<b>Water-Irrigation</b>					<b>1,826.45</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>1,826.45</b>	<b>= Ending Balance =</b>
<b>5552</b>			<b>Property Management Fee</b>					<b>6,079.86</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>6,079.86</b>	<b>= Ending Balance =</b>
<b>5554</b>			<b>Admin Salaries &amp; Benefits</b>					<b>18,566.95</b>	<b>= Beginning Balance =</b>
pk	04/05/13	04/13	(rel29) Daymark Property Re	P-8491	PW4B-04513L	3,924.60		22,491.55	Q1 2013 payroll costs
pk	04/05/13	04/13	(rel29) Daymark Property Re	P-8492	PW4C-04513L	1,252.10		23,743.65	Q1 2013 Payroll Costs
			<b>NetChange= 5,176.70</b>					<b>23,743.65</b>	<b>= Ending Balance =</b>
<b>5555</b>			<b>Onsite Office Expense</b>					<b>317.70</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>317.70</b>	<b>= Ending Balance =</b>
<b>5556</b>			<b>Admin Travel R</b>					<b>117.10</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>117.10</b>	<b>= Ending Balance =</b>
<b>5558</b>			<b>Admin Meals &amp; Entertainm</b>					<b>65.88</b>	<b>= Beginning Balance =</b>
			<b>NetChange= 0.00</b>					<b>65.88</b>	<b>= Ending Balance =</b>
<b>5570</b>			<b>Communications R</b>					<b>2,901.17</b>	<b>= Beginning Balance =</b>
pk	04/19/13	04/13	(tel04) Directv	P-8719	34541962 04-	99.99		3,001.16	04/19-05/18
pk	04/24/13	04/13	(tel03) Windstream Commun	P-8740	4241493 04-2	407.98		3,409.14	Windstream
			<b>NetChange= 507.97</b>					<b>3,409.14</b>	<b>= Ending Balance =</b>
<b>5571</b>			<b>Office Supplies R</b>					<b>0.00</b>	<b>= Beginning Balance =</b>
pk	04/30/13	04/13	(prop) WIEDMAYER + CO L	P-8805	1931	24.65		24.65	April 2013
			<b>NetChange= 24.65</b>					<b>24.65</b>	<b>= Ending Balance =</b>
<b>5572</b>			<b>Printing R</b>					<b>148.71</b>	<b>= Beginning Balance =</b>
pk	04/08/13	04/13	(mis23) Safeguard Business	P-8512	028758213	206.51		355.22	Checks
			<b>NetChange= 206.51</b>					<b>355.22</b>	<b>= Ending Balance =</b>

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
5574 pky	04/30/13	04/13	<b>Postage R</b> (prop) WIEDMAYER + CO L <b>NetChange= 84.75</b>	P-8805	1931	84.75		<b>858.66 = Beginning Balance =</b> 943.41 April 2013 <b>943.41 = Ending Balance =</b>	
5576 pky	03/04/13	04/13	<b>Other Admin R</b> (mis50) Angus System Grou <b>NetChange= 158.85</b>	P-8562	3313031644	158.85		<b>674.97 = Beginning Balance =</b> 833.82 <b>833.82 = Ending Balance =</b>	
5658 pky	04/10/13	04/13	<b>Real Estate Tax Appeals R</b> (tax03) REAL PROPERTY T <b>NetChange= 15,000.00</b>	P-8794	13543	15,000.00		<b>0.00 = Beginning Balance =</b> 15,000.00 2010 Appeal <b>15,000.00 = Ending Balance =</b>	
5660			<b>Prior Year Taxes R</b> <b>NetChange= 0.00</b>					<b>-41,443.65 = Beginning Balance =</b> <b>-41,443.65 = Ending Balance =</b>	
5662 pky	04/20/13	04/13	<b>Licenses R</b> (tax15) City of Alpharetta <b>NetChange= 169.50</b>	P-8674	12-00009997	150.00		<b>0.00 = Beginning Balance =</b> 150.00 2013 Business License Ren 169.50 <b>169.50 = Ending Balance =</b>	
5702 pky	04/30/13	04/13	<b>Fire Insurance R</b> <b>NetChange= 2,881.50</b>	J-2852		2,881.50		<b>0.00 = Beginning Balance =</b> 2,881.50 To expense monthly insur co <b>2,881.50 = Ending Balance =</b>	
5707			<b>Auto Insurance R</b> <b>NetChange= 0.00</b>					<b>1,000.54 = Beginning Balance =</b> <b>1,000.54 = Ending Balance =</b>	
6553			<b>Asset Management NR</b> <b>NetChange= 0.00</b>					<b>2,026.62 = Beginning Balance =</b> <b>2,026.62 = Ending Balance =</b>	
6563			<b>Fitness Center NR</b> <b>NetChange= 0.00</b>					<b>75.00 = Beginning Balance =</b> <b>75.00 = Ending Balance =</b>	
6564			<b>Legal NR</b> <b>NetChange= 0.00</b>					<b>2,674.00 = Beginning Balance =</b> <b>2,674.00 = Ending Balance =</b>	
6570 pky	04/30/13	04/13	<b>Communications NR</b> (prop) WIEDMAYER + CO L <b>NetChange= 164.18</b>	P-8805	1931	164.18		<b>0.00 = Beginning Balance =</b> 164.18 Conference Calls <b>164.18 = Ending Balance =</b>	
6575			<b>Other Fees &amp; Licenses NR</b> <b>NetChange= 0.00</b>					<b>3,400.00 = Beginning Balance =</b> <b>3,400.00 = Ending Balance =</b>	
6578 pky	04/04/13	04/13	<b>Bank Fees NR</b>	J-2743		15.00		<b>649.68 = Beginning Balance =</b> 664.68 Wire from previous manager	
pky	04/04/13	04/13		J-2744		15.00		679.68 Wire from previous manager	
pky	04/04/13	04/13		J-2745		15.00		694.68 Wire from previous manager	
pky	04/15/13	04/13		J-2838		15.00		709.68 Incoming Wire Fee	
			<b>NetChange= 60.00</b>					<b>709.68 = Ending Balance =</b>	
6582			<b>Penalty for Late Payments</b> <b>NetChange= 0.00</b>					<b>631.09 = Beginning Balance =</b> <b>631.09 = Ending Balance =</b>	
6584			<b>Interest Expense - Other N</b> <b>NetChange= 0.00</b>					<b>171.19 = Beginning Balance =</b> <b>171.19 = Ending Balance =</b>	
6604			<b>Advertising NR</b> <b>NetChange= 0.00</b>					<b>95.00 = Beginning Balance =</b> <b>95.00 = Ending Balance =</b>	
6654			<b>Bad Debt Expense NR</b> <b>NetChange= 0.00</b>					<b>407,388.13 = Beginning Balance =</b> <b>407,388.13 = Ending Balance =</b>	
						<u>3,032,715.34</u>	<u>3,032,715.34</u>		

### Financial Statement Disclaimers:

**Presentation:** The Financial Statements herein have been prepared for the subject property, assuming 100% of the Tenant-In-Common interests were aggregated into a whole. The reporting of the Financial Statements in this format does not imply nor represent the Tenant-In-Common owners are a partnership or other associated group. This earnings statement and balance sheet present numerical accumulations and balances in accordance with GAAP, however, they are not audited and do not include comprehensive GAAP footnote disclosures.

**Generally Accepted Accounting Principles:** The unaudited Financial Statements attached hereto have been prepared in accordance with Generally Accepted Account Principles (GAAP). Any deviations from GAAP are noted below. The values contained herein are nominal in nature; individual Tenant-In-Common owners should consult a tax advisor or Certified Public Accountant for guidance.

**Deposit (Cash) Accounts:** Please note that all deposit accounts are held at Sunrise Bank of Atlanta and/or Fidelity Bank. Sunrise Bank of Atlanta and Fidelity Bank are member banks of the FDIC and all deposits are insured. Deposit accounts are reconciled on a monthly basis and copies of all reconciliations are or will be posted online for your review. Deposit Accounts include all operating funds, cash reserves, tenant improvement reserves, and security deposits.

**Building:** The building is listed on the Financial Statements at historical cost in accordance with GAAP. This is a nominal value and does not represent the actual value to individual Tenant-In-Common owners. Tenant-In-Common owners are encouraged to consult with a tax advisor or Certified Public Accountant to determine their individual basis in the subject property.

**Amortization & Depreciation:** Amortization & Depreciation are **not** reported on the Financial Statements at historical cost in accordance with GAAP. Each Tenant-In-Common Owner will have a different cost basis in the property and may elect to depreciate assets using different methodologies. Tenant-In-Common owners are encouraged to consult with a tax advisor or Certified Public Accountant to determine their individual basis in the subject property and the assets thereof.

**Tenant Improvements:** Tenant Improvements are reported on the Financial Statements at historical cost in accordance with GAAP. This is a nominal value and does not represent the actual value to individual Tenant-In-Common owners. Tenant-In-Common owners are encouraged to consult with a tax advisor or Certified Public Accountant to determine their individual basis in the subject property.

**Equity Account:** The Equity Accounts (TIC Distributions, Owners' Equity, Current Earnings, and Retained Earnings) are reported on the Financial Statements at historical values in accordance with GAAP. This is a nominal value and does not represent the actual value to individual Tenant-In-Common owners. Tenant-In-Common owners are encouraged to consult with a tax advisor or Certified Public Accountant to determine their individual basis in the subject property.

**Advisory Disclaimer:** Wiedmayer + Co., LLC is neither a tax advisory service nor a public accounting firm. Tenant-In-Common owners are encouraged to consult with an attorney, tax advisor, or Certified Public Accountant for investment advisory services.