

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

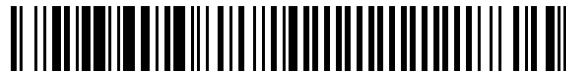
In re:	)	Chapter 11
)	
DBSI, INC., <i>et al.</i>,	)	Case No. 08-12687 (PJW)
)	
Debtors.	)	Jointly Administered
)	
	)	Hearing Date: 12/2/08 at 2:00 p.m. (ET)
	)	Obj. Deadline: 11/26/08 at 4:00 p.m. (ET)

**MOTION TO LIFT THE AUTOMATIC STAY TO PERMIT TRANSWESTERN TO
TERMINATE PROPERTY MANAGEMENT AGREEMENTS WITH THE DEBTORS**

Transwestern Commercial Services Central Region, L.P., Transwestern Commercial Services Arizona, LLC, Transwestern Commercial Services Utah, LLC, Transwestern Property Company SW GP, LLC, Transwestern Commercial Services Oklahoma, LLC, Transwestern Commercial Services Alabama, LLC and Transwestern Commercial Services Utah, LLC (collectively, "Transwestern") files this lift stay motion pursuant to Sections 105(a), 362(d)(1) and 362(f) of the Bankruptcy Code, Rules 4001(a)(1) and 9014 of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules 4001-1 and 9006-1(e) to lift the automatic stay to permit Transwestern to terminate Property Management Agreements (as defined below) with the Debtors (the "Motion"). In support of the Motion, Transwestern respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The bases for the relief requested in the Motion are Sections 105(a), 362(d) and 362(f) of the Bankruptcy Code, Rules 4001 and 9014 of the Federal Rules of Bankruptcy



Procedure (the “Bankruptcy Rules”) and Local Rules 4001-1 and 9006-1(e). Transwestern is concurrently filing a motion requesting shortened notice of this Motion so that the Motion is heard on December 2, 2008 – a hearing date on which the Debtors’ Rejection Motion (defined below) and other matters are scheduled.

BACKGROUND

4. Transwestern is a full-service property manager that provides management and listing services on real estate property across the United States. Transwestern’s business relationship with the Debtors is governed by contract. Transwestern has property management agreements with certain of the Debtors on 81 different properties and additionally has a number of listing agreements on certain of those properties (collectively, the “Property Management Agreements”). A listing of the properties that the Debtors have engaged Transwestern for management and listing services is attached as Exhibit 1.¹

5. Under the Property Management Agreements, Transwestern contracted solely with the Debtors, as master lessees of the real property in question, to manage, operate and maintain the property. As part of its duties, among other things, Transwestern assists in collecting rent and other lease charges from tenants,² collects income from miscellaneous services provided to tenants or the public (i.e. parking income, vending machines, tenant storage), and attends to making building repairs to the properties. Each month, Transwestern receives compensation in the form of a monthly flat fee for its services in managing the property in addition to payments over-and-above the flat fee for certain building maintenance costs,

¹ For the sake of brevity and in lieu of attaching each of the Property Management Agreements, Transwestern attaches this list and provides a summary of the parties’ relationship pursuant to those agreements. Upon written request, counsel for Transwestern will provide copies of the Property Management Agreements to the Court or to any interested parties.

² Subtenant rent payments are not generally received by Transwestern. Upon information, rent payments are paid into lockbox accounts maintained by the respective lenders.

reimbursements and other costs and charges it incurs by managing and the maintaining the property.

6. On November 12, 2008, the Debtors filed a motion seeking the rejection of a number of master lease agreements on certain properties (the “Rejection Motion”). Master leases on sixteen properties identified in the Rejection Motion relate to properties that Transwestern has a Property Management Agreement with the Debtors. The sixteen properties that are the subject of the Rejection Motion shall be referred to as the “Rejected Properties” and a list of those properties is attached as Exhibit 2. The Debtors seek to have the leases subject to the Rejection Motion rejected as of November 12, 2008.

7. One of the sixteen “Rejected Properties” is the subject of a Texas state court action instituted by the owner of those properties against the Debtors and Transwestern (solely in its capacity as property manager) (the “State Court Action Property”). The State Court Action Property is known as Stone Glen Village and is located at 721 E. Keller Parkway, Keller Texas 76248. The owner of the State Court Action Property contends that it terminated the master lease with the Debtor pre-petition and has demanded documents and other information from Transwestern, which demands Transwestern has resisted as it has no relationship with the owners. The owners also caused the Texas state court to issue a TRO, which prevents Transwestern from exercising any of its rights as they relate to the State Court Action Property.

8. On November 18, 2008, the Debtors filed their third motion seeking, among other things, the rejection of a number of master lease agreements on certain properties (the “Third Rejection Motion”). Master leases on 41 properties identified in the Third Rejection Motion relate to properties that Transwestern has a Property Management Agreement with the Debtors. The properties that are the subject of the Third Rejection Motion shall be referred to as the

“Additional Rejected Properties” and a list of those properties is attached as Exhibit 3. In the Third Rejection Motion, the Debtors seek to have the leases subject to the Rejection Motion rejected as of December 4, 2008 or an earlier date as the Court may order. However, unlike the Rejection Motion, the Debtors give the TIC owners two alternatives to rejection of the master leases. In lieu of rejection, the TIC owners may elect to either: (i) agree to an Administrative Claim Waiver and enter into a masterlease modification agreement whereby the Debtors will remain as master lessee and will continue to operate the property without sustaining a loss until such time as the Debtors will conduct a sale of their masterlease portfolio; or (ii) agree to an Administrative Claim Waiver and enter into a masterlease assumption and assignment agreement whereby the Debtors would assign their interests in the masterlease to the TIC owners. If the TIC owners do not elect one of the alternatives and the master leases are rejected, or they elect alternative “(ii)”, Transwestern will be left with a Property Management Agreement for property in which the Debtors no longer have an interest in the underlying property. If alternative “(i)” is selected, Transwestern is placed in an equally precarious position. The Debtors have given no indication to how they intend to treat any Property Management Agreements or the payments due thereunder relating to properties subject to alternative “(i)”. Transwestern should not be forced to continue its performance under the Property Management Agreement without guarantees from the Debtor that it can and will be paid in full.

9. The remaining properties where Transwestern have Property Management Agreements with the Debtors but that have not been selected for rejection as part of the Rejection Motion or the Third Rejection Motion shall be referred to as the “Other Properties.” The Other Properties include all of the properties listed on Exhibit 1, exclusive of the Rejected Properties and the Additional Rejected Properties.

10. Transwestern maintains files with respect to the Rejection Properties, the Additional Rejection Properties and the Other Properties, including copies of sub-tenant leases. These files are the confidential information belonging to the Debtors as master lessees. Unless and until the master leases are rejected or authorization from the Debtors is received, Transwestern cannot, pursuant to the Property Management Agreements, provide this information to any party, including any lender, TIC owner or proposed property management company.

RELIEF REQUESTED

11. Transwestern requests that the Court lift the automatic stay for “cause” pursuant to 11 U.S.C. §362(d)(1) and/or to prevent irreparable harm to Transwestern under 11 U.S.C. §362(f), so that it may immediately terminate the Property Management Agreements with the Debtors. Transwestern requests that the Court lift the automatic stay given the manifest prejudice to Transwestern as a result of having to perform its obligations under the Property Management Agreements with no assurance of being paid for its services or reimbursed for payments it makes to third-parties in connection with managing and maintaining the properties on the Debtors’ behalf. This is particularly the case with respect to the Rejected Properties and the Additional Rejected Properties. If the Debtors are permitted to reject the master leases on properties that Transwestern manages, the result is that Transwestern is left in the awkward position of technically having to meet its obligations under the Property Management Agreement (collecting rents, overseeing maintenance, addressing tenant concerns) even though the Debtors are no longer master lessees of the property and it has no privity of contract with the owners. Transwestern should not have to be bound to the Property Management Agreements where the Debtors have no interest in the underlying property. Additionally, with each day that passes,

Transwestern's damages increase because it cannot enter into property management contracts directly with the owners or new master lessees, as it remains bound by the Property Management Agreements.

12. Going-forward, unless relief is obtained from the Bankruptcy Court, Transwestern will continue to be harmed for every day that it is required to perform under the Property Management Agreements incurring actual expenses, without compensation or reimbursement.

BASIS FOR RELIEF

I. "Cause" Exists to Lift the Automatic Stay.

13. The automatic stay set forth in section 362(a) of the Bankruptcy Code is not meant to be indefinite or absolute and this Court has the power to grant relief from the automatic stay in appropriate circumstances. *See In re Rexene Products Co.*, 141 B.R. 574, 576 (Bankr. D. Del. 1992) (*citing In re Wedgewood*, 878 F.2d 693, 697 (3d Cir. 1989)). Pursuant to section 362(d)(1) of the Bankruptcy Code, upon notice and a hearing, a court may lift the automatic stay for "cause." 11 U.S.C. § 362(d). The decision of whether to lift the stay for cause under section 362(d) is committed to the sound discretion of the bankruptcy court and is reviewed only for an abuse of discretion. *In re C & S Grain Co.*, 47 F.3d 233, 238 (7th Cir. 1995); *In re American Classic Voyages, Co.*, 298 B.R. 222, 225 (D. Del. 2003).

14. "Cause" is not defined under Section 362(d) of the Bankruptcy Code and is generally determined on a case-by-case basis after looking at the "totality of the circumstances." *Baldino v. Wilson (In re Wilson)*, 116 F.3d 87, 90 (3d Cir. 1997); *Rexene Products*, 141 B.R. at 576 (*citing In re Fernstrom Storage & Van Co.*, 938 F.2d 731, 735 (7th Cir. 1991)). In determining whether cause exists, "the bankruptcy court should base its decision on the hardships imposed on the parties with an eye towards the overall goals of the Bankruptcy Code."

C & S Grain Co., 47 F.3d at 238; *see also, In re Continental Airlines, Inc.*, 152 B.R. 420, 424 (D. Del. 1993) (“courts generally consider the policies underlying the automatic stay in addition to the competing interests of the debtor and the movant”).

15. Transwestern submits that sufficient “cause” exists to lift the automatic stay and terminate the Property Management Agreements. Transwestern’s reasons for seeking immediate termination may be divided into five categories, each of which offer compelling reasons and together justify termination of the Property Management Agreements.

(i) *Rejected Properties and Additional Rejected Properties.* Transwestern should not be left managing and maintaining properties, to which the Debtors will no longer have an interest. Transwestern provides services on these properties daily and will be forced to incur substantial effort and costs with little chance of receiving adequate payment if the Property Management Agreements relating to these properties are not similarly terminated.

(ii) *Substantial Expenses and Costs are Incurred Daily.* Transwestern has incurred and continues to incur substantial expenses under the Property Management Agreements. As part of its duties under those agreements, it is required to make payments to third-parties for maintenance and other service-related costs relating to the property, which Transwestern is required to pay regardless of whether the Debtors pay Transwestern for the services provided. In fact, as each day passes after the Debtors’ petition date of November 10, 2008 (the “Petition Date”), Transwestern is immediately and irreparably damaged as it continues to owe amounts due to third-parties in addition to the charges owed directly from the Debtors for its own management services.

(iii) *No Assurance from Debtors of Performance.* To date, the Debtors have failed to give any assurance to Transwestern that it will be paid for the critical services it provides on the

properties subject to the Property Management Agreements.

(iv) *Third-party demands for action and services from Transwestern.* Transwestern has received an overwhelming number of requests from tenants and owners for information, documentation and for it to perform routine and special requests for its services. Administering to these requests results in substantial cost exposure to Transwestern. Additionally, with regard to the State Court Action Property, the owners of those properties have sought significant documentation and other information from Transwestern simply by virtue of Transwestern's role as property manager for the Debtors. Transwestern has resisted attempts to turn over this information as it has no business relationship with the owners. The legal expenses and costs incurred by Transwestern are entitled to reimbursement by the Debtors, which as detailed above, it has little chance of being paid.

(v) *Mitigation of Damages.* Because Transwestern is bound by the existing Property Management Agreements, it cannot enter into property management contracts directly with the owners or new master lessees or turn management services over to a third party manager thus barring its ability to mitigate its damages which would reduce claims against the estate.

16. Transwestern stands to suffer substantial prejudice and significant additional exposure if it is unable to terminate the Property Management Agreements with the Debtors. For these compelling reasons, Transwestern submits that sufficient "cause" exists to lift the automatic stay and terminate the Property Management Agreements.

II. Immediate Relief from the Stay is Warranted to Prevent Irreparable Harm to Transwestern.

17. Additionally, Transwestern submits that immediate relief from the stay is warranted to prevent irreparable damage to Transwestern's interests as, with each day that passes, Transwestern continues to be obligated under the Property Management Agreements, as

detailed above. Accordingly, time is of the essence for Transwestern as it will continue to suffer damage before there is an opportunity for notice and a hearing under the regular notice rules.

18. Section 362(f) of the Bankruptcy Code provides that:

Upon request of a party in interest, the court, with or without a hearing, shall grant such relief from the stay provided under subsection (a) of this section as is necessary to prevent irreparable damage to the interest of an entity in property, if such interest will suffer such damage before there is an opportunity for notice and hearing under subsection (d) or (e) of this section.

11 U.S.C. § 362(f). Similarly, the Bankruptcy Rules recognize and provide for an immediate lifting of the automatic stay when circumstances of the type detailed here are present. It is for that reason that Transwestern has moved the Court to hear this Motion on an expedited timeframe pursuant to Local Rule 9006-1(e). Transwestern submits that it is clearly apparent that Transwestern stands to suffer immediate and irreparable damage with each day that passes as it continues to be forced to meet its obligations under the Property Management Agreements without any assurances from the Debtor that it will be compensated. The damage is especially irreparable where, as here, the Debtors' apparently have little chance of being able to reorganize and/or sell their rights under the master leases for a reasonable price in the current economy and thus Transwestern has very little, if any chance, of being paid.

NOTICE AND COMPLIANCE WITH LOCAL RULE

19. Notice of this Motion has been given to each of the following by e-mail and/or overnight mail at the time of filing the Motion: (i) Debtors' counsel; (ii) the United States Trustee; (iii) each of the creditors on the list of the 50 largest creditors filed under Bankruptcy Rule 1007(d); and (iv) all parties who filed a request for notices in this case. Transwestern contends that given the scope and nature of the relief requested in the Motion, that Transwestern's notice to the above parties is adequate under Bankruptcy Rule 4001(a)(1). No

prior application for the relief requested in this Motion has been made.

20. Pursuant to Local Rule 4001-1(d), Transwestern's attorneys have conferred with Debtors' counsel with respect to the issues raised in the Motion and will continue to discuss those issues in advance of the hearing for the purpose of determining whether a consensual order may be entered.

WAIVER OF 10-DAY STAY & SUMMARY OF REQUESTED RELIEF

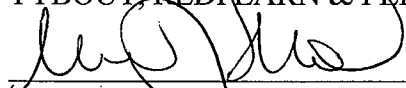
21. Further, Transwestern requests that any order granting the relief requested in the Motion take immediate effect and that the ten day stay provided under Rule 4001(a)(3) be waived. Fed. R. Bankr. P. 4001(a)(3) ("An order granting a motion for relief from an automatic stay...is stayed until the expiration of 10 days after the entry of the order, *unless the court orders otherwise*") (emphasis added).

22. Transwestern submits that cause exists to justify lifting the automatic stay and to permit Transwestern to terminate the Property Management Agreements. Alternatively, Transwestern requests entry of an order requiring the Debtors to perform post-petition all of their obligations under the Property Management Agreements with Transwestern, including but not limited to payment of all post-petition management fees and other charges.

WHEREFORE, Transwestern respectfully requests the entry of an order: (i) granting the Motion; (ii) lifting the automatic stay to permit Transwestern to terminate the Property Management Agreements; (iii) holding that the relief granted in the order granting the relief requested is not subject to the ten day stay provided under Bankruptcy Rule 4001(a)(3); and (iv) granting such other and further relief as may be necessary and appropriate.

Dated: November 19, 2008

TYBOUT, REDFERN & PELL



Sherry Ruggiero Fallon #2464
750 Shipyard Drive, Suite 400
P.O. Box 2092
Wilmington, DE 19899-2092
302-658-6901
Fax: 302-658-4018

and

LOCKE LORD BISSELL & LIDDELL LLP

Elizabeth Freeman
600 Travis, Suite 3400
Houston TX 77002
713-226-1607 (direct dial)
Fax: 713-229-2694

Courtney E. Barr
111 S. Wacker Dr.
Chicago, Illinois 60606
312- 443-0653 (direct dial)
Fax: 312-443-6653

Attorneys for Transwestern

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

In re:	)	Chapter 11
)	
DBSI, INC., <i>et al.</i>,	)	Case No. 08-12687 (PJW)
)	
Debtors.	)	Jointly Administered
)	
	)	Proposed Objections due by: 11/26/08 at 4:00 p.m.
		Proposed Hearing Date: 12/2/08 at 2:00 p.m.

**NOTICE OF MOTION TO LIFT THE AUTOMATIC STAY TO PERMIT TRANSWESTERN TO
TERMINATE PROPERTY MANAGEMENT AGREEMENTS WITH THE DEBTORS**

TO: James L. Patton Joseph M. Barry Kenneth J. Enos Michael R. Nestor Robert F. Poppiti, Jr. Young Conaway Stargatt & Taylor, LLP 1000 West Street, 17 th Floor Wilmington, DE 19801 Counsel for Debtors	U.S. Trustee 844 King Street, Room 2207 Lockbox #35 Wilmington, DE 19899-0035 All Parties on the Attached Service List
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Transwestern Commercial Services Central Region, L.P., Transwestern Commercial Services Arizona, LLC, Transwestern Commercial Services Utah, LLC, Transwestern Property Company SW GP, LLC, Transwestern Commercial Services Oklahoma, LLC and Transwestern Commercial Services Alabama, LLC (collectively, "Transwestern"), has filed a Motion to Lift the Automatic Stay, to terminate Property Management Agreements with the Debtors.

HEARING ON THE MOTION WILL BE HELD ON December 2, 2008 at 2:00 p.m.

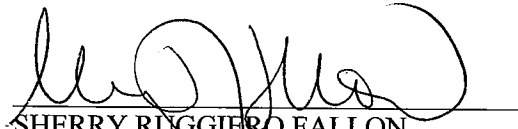
You are required to file a response (and the supporting documentation required by Local Rule 4001-1(d)) to the attached Motion on or before November 26, 2008 at 4:00 p.m. At the same time, you must also serve a copy of the response to the movant's attorneys:

Sherry Ruggiero Fallon Tybout, Redfearn & Pell 750 Shipyard Drive, Suite 400 P.O. Box 2092 Wilmington, DE 19899-2092 (302) 658-6901 Fax: (302)658-4018	Elizabeth Freeman Locke Lord Bissell & Liddell, LLP 600 Travis, Suite 3400 Houston, TX 77002 (713)226-1607 Fax: (713)229-2694	Courtney E. Barr Locke Lord Bissell & Liddell, LLP 111 S. Wacker Dr. Chicago, IL 60606 (312)443-0653 Fax: (312)443-6653
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The attorneys for the parties shall confer with respect to the issues raised by the Motion in advance for the purpose of determining whether a consent judgment may be entered and/or for the purpose of stipulating to relevant facts.

DATED: 11/19/08

BY:


SHERRY RUGGIERO FALLON
Bar ID # 2464
Tybout, Redfearn & Pell
750 Shipyard Drive, Suite 400
P.O. Box 2092
Wilmington, DE 19899-2092
(302) 658-6901
Fax: (302) 658-4018

and

LOCKE LORD BISSELL & LIDDELL LLP
Elizabeth Freeman
600 Travis, Suite 3400
Houston TX 77002
713-226-1607 (direct dial)
Fax: 713-229-2694

Courtney E. Barr
111 S. Wacker Dr.
Chicago, Illinois 60606
312- 443-0653 (direct dial)
Fax: 312-443-6653

Attorneys for Transwestern

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

In re:	)	Chapter 11
)	
DBSI, INC., <i>et al.</i>,	)	Case No. 08-12687 (PJW)
)	
Debtors.	)	Jointly Administered
)	

**ORDER LIFTING THE AUTOMATIC STAY TO PERMIT TRANSWESTERN TO
TERMINATE PROPERTY MANAGEMENT AGREEMENTS WITH THE DEBTORS**

AND NOW, this ____ day of December, 2008, upon consideration of the *Motion to Lift the Automatic Stay to Permit Transwestern to Terminate Property Management Agreements with the Debtors* (the “Motion”) filed by Transwestern,¹ and having considered any responses to the Motion, and it appearing that cause exists for granting the relief requested in the Motion, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED in its entirety;
2. Notice of the Motion and the relief sought is appropriate and proper pursuant to Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules 4001-1 and 9006-1(e);
3. This order shall take immediate effect and is not subject to the ten day stay provided under Bankruptcy Rule 4001(a)(3);
4. The automatic stay in effect under 11 U.S.C. § 362 is lifted for cause for the limited purpose of permitting Transwestern to terminate the Property Management Agreements; and

¹ All capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.

5. The court shall retain jurisdiction to resolve any disputes arising from or relating to the Motion.

Honorable Peter J. Walsh
U.S. Bankruptcy Judge

EXHIBIT 1

PropertyName	Property Address	City	State	Zip	Spreadsheet Tab
13700 Veterans Memorial	13700 Veterans Memorial	Houston	TX	77014	Gulf Coast - Mgmt
14425 Torrey Chase	14425 Torrey Chase	Houston	TX	77014	Gulf Coast - Leasing
14505 Torrey Chase	14505 Torrey Chase	Houston	TX	77014	Gulf Coast - Mgmt
1861 Valley View Lane	1861 Valley View Lane	Farmers Branch	TX	75234	Central Region - Mgmt
Arbors of Brookhollow	2201 E. Lamar	Arlington	TX	76006	Central Region - Mgmt
Brookhollow Commons	2121 Avenue J	Arlington	TX	76006	Central Region - Mgmt
Collin Offices	1301 East Collins	Richardson	TX	75081	Central Region - Mgmt
Colony Commons	2111/2251 W. FM 646	Dickinson	TX	77539	Gulf Coast - Mgmt
Cornerstone Crossing	1300 N. Central Expressway	Allen	TX	75002	Central Region - Mgmt
Corporate Center I	2225 Avenue J	Arlington	TX	76006	Central Region - Mgmt
Corporate Center II	2229 Avenue J	Arlington	TX	76006	Central Region - Mgmt
Corporate Center III	2233 Avenue J	Arlington	TX	76006	Central Region - Mgmt
Covington Building	19375 N. 4th Street	Comington	LA	70433	Gulf Coast - Mgmt
Cross Creek Ctr - Durant	3601 W. Main Street	Durant	OK	74701	Central Region - Mgmt
Cross Point Ctr - Saginaw	1441 N. Saginaw Blvd.	Saginaw	TX	76179	Central Region - Leasing
Cross Roads Ctr - Denison	3515 W. FM 120	Denison	TX	75020	Central Region - Leasing
Draper 19	11778 S. Election Rd.	Draper	UT	84020	Mountain Region - Mgmt
Draper 20	11734 S. Election Rd.	Draper	UT	84020	Mountain Region - Mgmt
Draper 21	11747 S. Lone Peak Pkwy	Draper	UT	84020	Mountain Region - Mgmt
Draper 22	11781 S. Lone Peak Pkwy	Draper	UT	84020	Mountain Region - Mgmt
Draper 23	11814 S. Election Rd.	Draper	UT	84020	Mountain Region - Mgmt
Flowood Plaza	901 Lakeland Place	Flowood	MS	39047	Central Region - Mgmt
Highlander Building	701 W. Highlander Blvd.	Arlington	TX	76006	Central Region - Mgmt
Lake Charles Fed. Courthouse	611 Broad Street	Lake Charles	LA	7-601	Gulf Coast - Mgmt
Lakes at Bent Tree	17400 N. Dallas Parkway	Dallas	TX	75287	Central Region - Mgmt
Lakeview Center I	1199 Belt Line Road	Coppell	TX	75019	Central Region - Mgmt
Lantern Bend	411 Lantern Bend	Houston	TX	77090	Gulf Coast - Mgmt
Legacy 1 - 187	187 Country Place Pkwy	Pearl	MS	39208	Central Region - Mgmt
Legacy 1 - 195	195 Country Place Pkwy	Pearl	MS	39208	Central Region - Mgmt
Legacy 2 - 1072	1072 High Street	Jackson	MS	39202	Central Region - Mgmt
Legacy 2 - 2160	2160 Main Street	Madison	MS	39110	Central Region - Mgmt
Lincoln Park Ten	Lincoln Park Ten Place	Houston	TX	77084	Gulf Coast - Mgmt
Metro Annex 10	1171 W. 2400 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Metro Annex 12	1141 W. 2400 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Metro Annex 13	1070 W. 2440 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Metro Annex 15	1070 W. 2431 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Metro Annex 16	1070 W. 2410 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Metro Annex 7	1152 W. 2400 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Metro Annex 8	1182 W. 2400 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Metro Annex 9	1193 W. 2400 S.	Vest Valley Ci	UT	84119	Mountain Region - Mgmt
Missouri Falls	645 E. Missouri Avenue	Phoenix	AZ	85012	WesternRegion - Mgmt
Motor Coach	9787 Clifford Drive	Dallas	TX	75220	Central Region - Mgmt
North Logan 1&2	51 E. 1600 N.	No. Logan	UT	84341	Mountain Region - Mgmt
North Logan 3	131 E. 1600 N.	No. Logan	UT	84341	Mountain Region - Mgmt
Northpark	1025 Northpark Drive	Rigeland	MS	39157	Central Region - Mgmt
Nuvell Building	3301 W. Airport Freeway	Bedford	TX	76021	Central Region - Mgmt
Oakhollow West	2301 Avenue J	Arlington	TX	76006	Central Region - Mgmt
Offices at Brookhollow	1701 E. Lamar	Arlington	TX	76006	Central Region - Mgmt

PropertyName	Property Address	City	State	Zip	Spreadsheet Tab
One Hanover	16633 Dallas Parkway	Addison	TX	75001	Central Region - Mgmt
Park Plaza	406-414 W. Grand Parkway South	Katy	TX	77494	Gulf Coast - Mgmt
Park Ten Business Center	15720-15740 Park Row	Houston	TX	77084	Gulf Coast - Mgmt
Phoenix Peak	7310 N. 16th Street	Phoenix	AZ	85020	WesternRegion - Mgmt
Plano Tech Center	3301, 3501 Plano Pkwy & 110 Klein	Plano	TX	75075	Central Region - Mgmt
Plaquemine	24655 Plaza Drive	Plaquemine	LA	70764	Gulf Coast - Mgmt
Plaza @ Ridgemar	6660 Green Oaks Road	Fort Worth	TX	76116	Central Region - Mgmt
Portofino Tech Center	19241 David Memorial Drive	Shenandoah	TX	77385	Gulf Coast - Mgmt
Progress Center 7	6767 Old Madison Pike NW	Huntsville	AL	35806	Central Region - Mgmt
Quorum Building	14801 Quorum Drive	Dallas	TX	75240	Central Region - Mgmt
Regents Park	86 & 87 IH-10 North	Beaumont	TX	77002	Gulf Coast - Mgmt
Republic Insurance Building	5525 LBJ Freeway	Dallas	TX	75240	Central Region - Mgmt
Riverbend Tech Center	2301 Gravel Drive	Ft. Worth	TX	75118	Central Region - Mgmt
Riverstone Medical	111 Vision Park	Shenandoah	TX	77384	Gulf Coast - Mgmt
Royal Montreal	2004 S. Mason Road	Katy	TX	77460	Gulf Coast - Mgmt
Sam Houston Tech Center	3993 W. Sam Houston Pkwy N.	Houston	TX	77043	Gulf Coast - Mgmt
Sapphire Pointe Ctr - Idabel	1908 SE Washington	Idabel	OK	74745	Central Region - Mgmt
Sherwood Plaza	4000 Sherwood Forest Blvd.	Baton Rouge	LA	70816	Gulf Coast - Mgmt
Sherwood Village	4512-4556 Sherwood Way	San Angelo	TX	76904	Central Region - Mgmt
Shops at Katy	2001 Katy Mills Blvd.	Katy	TX	77494	Gulf Coast - Mgmt
Sojourn Office Center	4450 Sojourn Drive	Addison	TX	75001	Central Region - Mgmt
Spring Valley International	4801 Spring Valley	Farmers Branch	TX	75067	Central Region - Mgmt
Springville	400 S. 1750 W.	Springville	UT	84663	Mountain Region - Mgmt
Stone Glen Village	721 E. Keller Parkway	Keller	TX	76248	Central Region - Mgmt
Texarkana Plaza	131 Arkansas Blvd.	Texarkana	AR	71854	Central Region - Mgmt
The Colonnade	W. Lake Houston Parkway	Humble	TX	77346	Gulf Coast - Mgmt
Trinity Center	2312 & 2340 E. Trinity Mills Rd	Carrollton	TX	75006	Central Region - Mgmt
Valley View	1881 Valley View	Farmers Branch	TX	75234	Central Region - Mgmt
Venture Tech	8703 Technology Forest	The Woodlands	TX	77360	Gulf Coast - Mgmt
Vicksburg Plaza	2150 Iowa Blvd.	Vicksburg	MS	39180	Central Region - Mgmt
Vineyard Center I & II	1450 & 1452 Hughes Road	Grapevine	TX	76051	Central Region - Mgmt
Winchester	746 E. Winchester St.	Salt Lake City	UT	84107	Mountain Region - Mgmt
Windcom Court	6101 Windcom Court	Plano	TX	75093	Central Region - Mgmt

EXHIBIT 2

Property Name	Property Address	City	State	Zip
Corporate Center II	2229 Avenue J	Arlington	TX	76006
Covington Building	19375 N. 4th Street	Comington	LA	70433
Cross Creek Ctr - Durant	3601 W. Main Street	Durant	OK	74701
Highlander Building	701 W. Highlander Blvd.	Arlington	TX	76006
Lantern Bend	411 Lantern Bend	Houston	TX	77090
Legacy 2 - 1072	1072 High Street	Jackson	MS	39202
Legacy 2 - 2160	2160 Main Street	Madison	MS	39110
Park Ten Business Center	15720-15740 Park Row	Houston	TX	77084
Plaza @ Ridgemar	6660 Green Oaks Road	Fort Worth	TX	76116
Riverstone Medical	111 Vision Park	Shenandoah	TX	77384
Royal Montreal	2004 S. Mason Road	Katy	TX	77460
Sapphire Pointe Ctr - Idabel	1908 SE Washington	Idabel	OK	74745
Shops at Katy	2001 Katy Mills Blvd.	Katy	TX	77494
Stone Glen Village	721 E. Keller Parkway	Keller	TX	76248
Trinity Center	2312 & 2340 E. Trinity Mills Rd	Carrollton	TX	75006
Vineyard Center I & II	1450 & 1452 Hughes Road	Grapevine	TX	76051

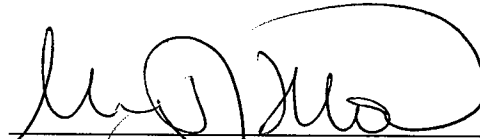
EXHIBIT 3

PropertyName	Property Address	City	State	Zip
Arbors of Brookhollow	2201 E. Lamar	Arlington	TX	76006
Brookhollow Commons	2121 Avenue J	Arlington	TX	76006
Collin Offices	1301 East Collins	Richardson	TX	75081
Colony Commons	2111/2251 W. FM 646	Dickinson	TX	77539
Cornerstone Crossing	1300 N. Central Expressway	Allen	TX	75002
Corporate Center III	2233 Avenue J	Arlington	TX	76006
Cross Point Ctr - Saginaw	1441 N. Saginaw Blvd.	Saginaw	TX	76179
Cross Roads Ctr - Denison	3515 W. FM 120	Denison	TX	75020
Lakes at Bent Tree	17400 N. Dallas Parkway	Dallas	TX	75287
Lincoln Park Ten	Lincoln Park Ten Place	Houston	TX	77084
Metro Annex 10	1171 W. 2400 S.	West Valley City	UT	84119
Metro Annex 13	1070 W. 2440 S.	West Valley City	UT	84119
Metro Annex 15	1070 W. 2431 S.	West Valley City	UT	84119
Metro Annex 16	1070 W. 2410 S.	West Valley City	UT	84119
Metro Annex 7	1152 W. 2400 S.	West Valley City	UT	84119
Metro Annex 8	1182 W. 2400 S.	West Valley City	UT	84119
Metro Annex 9	1193 W. 2400 S.	West Valley City	UT	84119
Missouri Falls	645 E. Missouri Avenue	Phoenix	AZ	85012
Motor Coach	9787 Clifford Drive	Dallas	TX	75220
North Logan 1&2	51 E. 1600 N.	No. Logan	UT	84341
Northpark	1025 Northpark Drive	Rigeland	MS	39157
Offices at Brookhollow	1701 E. Lamar	Arlington	TX	76006
One Hanover	16633 Dallas Parkway	Addison	TX	75001
Phoenix Peak	7310 N. 16th Street	Phoenix	AZ	85020
Plano Tech Center	3301, 3501 Plano Pkwy & 110 Klein	Plano	TX	75075
Plaquemine	24655 Plaza Drive	Plaquemine	LA	70764
Portofino Tech Center	19241 David Memorial Drive	Shenandoah	TX	77385
Progress Center 7	6767 Old Madison Pike NW	Huntsville	AL	35806
Regents Park	86 & 87 IH-10 North	Beaumont	TX	77002
Republic Insurance Building	5525 LBJ Freeway	Dallas	TX	75240
Sam Houston Tech Center	3993 W. Sam Houston Pkwy N.	Houston	TX	77043
Sherwood Plaza	4000 Sherwood Forest Blvd.	Baton Rouge	LA	70816
Sherwood Village	4512-4556 Sherwood Way	San Angelo	TX	76904
Sojourn Office Center	4450 Sojourn Drive	Addison	TX	75001
Spring Valley International	4801 Spring Valley	Farmers Branch	TX	75067
Springville	400 S. 1750 W.	Springville	UT	84663
The Colonnade	W. Lake Houston Parkway	Humble	TX	77346
Valley View	1881 Valley View	Farmers Branch	TX	75234
Venture Tech	8703 Technology Forest	The Woodlands	TX	77360
Winchester	746 E. Winchester St.	Salt Lake City	UT	84107
Windcom Court	6101 Windcom Court	Plano	TX	75093

CERTIFICATE OF SERVICE

I, SHERRY RUGGIERO FALLON, hereby certify, that I am not less than 18 years of age and that true and correct copies of the attached document were served on this 19th day of November, 2008, upon the parties named in the attached service list, by ECF/CM electronic notification, and by email. The United States Trustee will be served by overnight delivery. Under penalty of perjury, I declare that the foregoing is true and correct.

TYBOUT REDFEARN & PELL



SHERRY RUGGIERO FALLON (DE Bar ID # 2464)

750 Shipyard Drive, Suite 400

P.O. Box 2092

Wilmington, DE 19899-2092

Phone: (302) 658-6901

Fax: (302) 658-4018

E-mail: sfallon@trplaw.com

Attorneys for Transwestern Commercial Services Central Region, L.P., Transwestern Commercial Services Arizona, LLC, Transwestern Commercial Services Utah, LLC, Transwestern Property Company SW GP, LLC, Transwestern Commercial Services Oklahoma, LLC, Transwestern Commercial Services Alabama, LLC and Transwestern Commercial Services Utah, LLC

SERVICE LIST
United States Bankruptcy Court - District of Delaware
DBSI, Inc. – Case No. 08-12687

Debtor:

DBSI, Inc.
1550 s. Tech Lane
Meridian, ID 83642

Debtors' Attorneys:

James L. Patton
Young, Conaway, Stargatt & Taylor
The Brandywine Bldg.
1000 West Street, 17th Floor
PO Box 391
Wilmington, DE 19899-0391
302-571-6684
Email: bankfilings@ycst.com

Joseph M. Barry
Young, Conaway, Stargatt & Taylor
The Brandywine Building
17th Floor
1000 West Street
Wilmington, DE 19801
302-571-6600
Email: bankfilings@ycst.com

Kenneth J. Enos
Young, Conaway, Stargatt & Taylor
1000 West Street
17th Floor
Wilmington, DE 19801
302-571-6600
Email: bankfilings@ycst.com

Michael R. Nestor
Young Conaway Stargatt & Taylor
The Brandywine Bldg.
1000 West Street, 17th Floor
PO Box 391
Wilmington, DE 19899
302-571-6600
Fax : 302-571-1253
Email: bankfilings@ycst.com

Robert F. Poppiti, Jr.
Young, Conaway, Stargatt & Taylor, LLP
The Brandywine Building
1000 West Street
17th Floor
Wilmington, DE 19801
302-571-6600
Email: bankfilings@ycst.com

U. S. Trustee:

United States Trustee
844 King Street, Room 2207
Lockbox #35
Wilmington, DE 19899-0035

50 Largest Creditors:

Ms. Ellen Kwiatkowski-Schwinge
402 Kilarney Pass
Mundelein, IL 60060

Mr. Michael Kanoff
3500 Flamingo Drive
Miami Beach, FL 33140

Mr. Harold rubin
100 North Street
Teterboro, NJ 07608

Mr. Darrell Chadola
140 W. Hawthorne St.
Fallbrook, CA 92028

Mr. Bill Ramsey
P. O. Box 690
Salinas, CA 93902

Mr. Frederick Nicholas
3844 Culver Center St.
Suite B
Culver City, CA 90232

Mr. Peter Evans
17046 Marina Bay Dr.
Huntington Beach, CA 92649

Mr. Jeffrey Johnston
1751 W. Citracado
Parkway Clubhouse
Escondido, CA 92029

Mr. Yim Chow
702 Los Pinos Ave.
Milpitas, CA 95035

Ms. Phyllis Chu
3020 Gough St.
San Francisco, CA 94123

Ms. Elizabeth Noonan
316 Chapin Lane
Burlingame, CA 94010

Mr. John Roeder
P. O. Box 23490
San Jose, CA 95153

Mr. Jim Nicholas
385 Hilcrest Road
Englewood, NJ 07632

Mr. Robert Markstein
696 San Ramon Valley Blvd
347
Danville, CA 94526

Mr. Robert Angelo
33316 S.E. 34th Street
Washougal, WA 98671

Mr. Henry Vara
16960 Bohlman Road
Saratoga, CA 95070

Mr. Alan Destefani
P. O. Box 20968
Bakersfield, CA 93390

Mr. Kevin Pascoe
9400 Etchart Road
Bakersfield, CA 93390

Ms. Martha Walker
863 S. Bates Street
Birmingham, AL 48009
Ms. Tina Bernard
19336 Collier Street
Tarzana, CA 91356

Mr. Paul Wendland
1034 N. Datepalm Drive
Gilbert, AZ 85234

Mr. William Marvel
492 Excondido Circle
Grand Junction, CO 81503

Mr. James Fritts
309 W. Washington Street
Charlestown, WV 25414

Ms. Joanne Kresse
5100 Figueroa Mountain Rd.
Los Olivos, CA 93441

Mr. John Baklayan
16105 Whitecap Lane
Huntington Beach, CA 92649

Mr. Robert Rifkin
697 Red Arrow Trail
Palm Desert, CA 92211

Mr. Gerald Keller
12-161 St. Andrews Drive
Rancho Mirage, CA 92270

Ms. Kristi Wells
2860 Old Quarry Road
West Point, IA 92656

Mr. Michael Cooper
6465 S. 3000 E
Suite 204
Salt Lake City, UT 84121

Ms. Gladys Esponda
P. O. Box 609
Buffalo, NY 82834

Mr. Arthur Hossenlopp
228 18th Street
Ft. Madison, IA 52627

Mr. Richard Newman
13679 Orchard Gate Road
Poway, CA 92064

Mr. Bernard Posner
6222 Primrose Avenue
Los Angeles, CA 90068
Mr. Kent Schroeder
5697 McIntyre Street
Golden, CO 80403

Mr. Bernard Ineichen
650 South Ave., B122
Yuma, AZ 85346

Mr. Alan Sacks
5 Horizon Road, # 1407
Fort Lee, NJ 07024

Mr. Joseph Stokley
P. O. Box 1231
Bethel Island, CA 94511

Ms. JoAnn Pickett
3769 E. 135th Drive
Thornton, CO 80241

Mr. Bill Hall
P. O. Box 16172
Lubbock, TX 79490

Mr. Max Buchmann
14464 Rand Rail Deive
El Cajon, CA 92021

Mr. Brian Schuck
700 Maldonado
Pensacola Beach, FL 32561

Mr. James Jensen
2125 Cypress Point
Discovery Bay, CA 94505

Mr. Robert Etzel
2623 Avenue H
Ft. Madison, IA 52627

Mr. Theodore Mintz
7515 Georgia Trail
Lincolnton, NC 28092

Ms. Joyce Jongsma
2012 E. Burrville Road
Crete, IL 60417

Mr. Kent Wright
2115 Marwood Circle
Salt Lake City, UT 84124

Mr. James Veugeler
c/o George E. Veugeler
Material Recovery Corp.
820 E. Terra Cotta Ave.
Unit 116
Crystal Lake, IL 60014

Mr. Virgil Gentzler
2707 Bressi Ranch Way
Carlsbad, CA 92009

Ms. Karen Hughes
1050 The Old Drive
Pebble Beach, CA 93953

Mr. Robert Goldberg
P. O. Box 8807
Boise, ID 83707

Parties Requesting Notice:

Christopher A. Ward, Esq.
Polsinelli Shalton Flanigan Suelthaus PC
222 Delaware Ave., Ste. 1101
Wilmington, DE 19801
Telephone: (302) 252-0920
Facsimile: (302) 252-0921
cward@polsinelli.com

Daniel J. Flanigan, Esq.
David D. Ferguson, Esq.
Polsinelli Shalton Flanigan Suelthaus PC
700 W. 47th Street, Suite 1000
Kansas City, Missouri 64112-1802
Telephone: (816) 753-1000
Facsimile: (816) 753-1536
dflanigan@polsinelli.com
dferguson@polsinelli.com

Neil B. Glassman, Esquire
Charlene D. Davis, Esquire
Jamie L. Edmonson, Esquire
Bayard, P.A.
222 Delaware Avenue, Ste. 900
Wilmington, DE 19801
(302) 655-5000 Telephone
(302) 698-6398 Facsimile
nglassman@bayardlaw.com
cdavis@bayardlaw.com
jedmonson@baylaw.com

David M. Bennett, Esquire
Kevin Thomason, Esquire
Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, TX 75201
(214) 969-1700 Telephone
(214) 969-1751 Facsimile
David.Bennett@tklaw.com
Kevin.Thomason@tklaw.com

Troy Savenko, Esquire
Christopher J. Hocht, Esquire
Gregory Kaplan, PLC
7 East Second Street
Richmond, VA 23224-4253
(804) 423-7921 Telephone
(804) 230-0024 Facsimile
tsavenko@gregkaplaw.com
choctor@gregkaplaw.com

Adam G. Landis, Esquire
Matthew B. McGuire, Esquire
LANDIS RATH & COBB LLP
919 Market Street, Suite 600
Wilmington, DE 19801
(302) 467-4400 Telephone
(302) 467-4450 Facsimile
landis@lrclaw.com
mcguire@lrclaw.com

Lawrence P. Gottesman, Esquire
Michelle McMahon, Esquire
BRYAN CAVE LLP
1290 Avenue of the Americas
New York, NY 10104-300
(212) 541-2000 Telephone
(212) 541-4630 Facsimile
Lawrence.Gottesman@bryancave.com
Michelle.McMahon@bryancave.com

Laurence M. Frazen, Esq.
Bryant Cave LLP
1200 Main Street, Suite 3500
Kansas City, MO 64105-2100
(816) 374-3200 Telephone
(816) 374-3300 Facsimile
lmfrazen@BryanCave.com

Joel A. Kunin
The Kunin Law Offices, LLC
412 Missouri Avenue
East St. Louis, IL 62201-3016

Richardson ISD, Arlington ISD
Grapevine-Colleyville ISD,
City of Grapevine,
Eagle Mountain-Saginaw ISD
c/o Elizabeth Banda
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
P.O. Box 13430
Arlington, Texas 76094-0430
(817) 461-3344 Telephone
(817) 860-6509 FAX
email: arlbank@pbfc.com

Lisa C. McLaughlin, Esquire
Scott L. Adkins, Esquire
Phillips, Goldman & Spence, P.A.
1200 North Broom Street
Wilmington, DE 19806
(302) 655-4200 Telephone
(302) 655-4210 Facsimile
lcm@pgslaw.com
sla@pgslaw.com

Rachel B. Mersky, Esquire
MONZACK MERSKY MCLAUGHLIN
AND BROWDER, P.A.
1201 N. Orange Street, Suite 400
Wilmington, DE 19801
(302) 656-8162 Telephone
(302) 656-2769 Facsimile
rmersky@monlaw.com

Jason H. Watson, Esq.
ALSTON & BIRD LLP
1201 West Peachtree Street
Atlanta, GA 30309
(404) 881-7000 Telephone
(404) 881-7777 Facsimile
Jason.watson@alston.com

Linebarger, Goggan Blair & Sampson LLP
2323 Bryant Street, Ste. 1600
Dallas, TX 75201
Telephone: (214)880-0089
Facsimile: (469)221-5002
Email: dallas.bankruptcy@publicans.com

Christopher A. Ward, Esq.
Polsinelli Shalton Flanigan Suelthaus PC
222 Delaware Avenue, Suite 1101
Wilmington, DE 19801
(302) 252-0920 Telephone
(302) 252-0921 Facsimile
cward@polsinelli.com

David D. Ferguson, Esq.
Polsinelli Shalton Flanigan Suelthaus PC
700 W. 47th Street, Suite 1000
Kansas City, MO 64112
(816) 753-1000 Telephone
(816) 753-1536 Facsimile
dferguson@polsinelli.com

John C. Phillips, Jr., Esquire
Scott L. Adkins, Esquire
Phillips, Goldman & Spence, P.A.
1200 North Broom Street
Wilmington, DE 19806
(302) 655-4200 Telephone
(302) 655-4210 Facsimile
jcp@pgslaw.com
sla@pgslaw.com

James E. Huggett
Sally E. Sobczyk
MARGOLIS EDELSTEIN
750 Shipyard Drive, Suite 102
Wilmington, DE 19801
Tel.: (302) 888-1112
Fax: (302) 888-1119
E-mail: jhuggett@margolisedelstein.com

John J. Lamoureux, Esquire
CARLTON FIELDS, P. A.
4221 West Boy Scout Boulevard
10th Floor
Tampa, Florida 33607-5736
Post Office Box 3239
Tampa, Florida 33601-3239
Telephone: (813) 223-7000
Fax: (813) 229-4133
E-mail: jlamoureux@carltonfields.com

Catherine Steege
JENNER & BLOCK LLP
330 N. Wabash Avenue
Chicago, IL 60611-7603
Telephone: 312-222-9350
Facsimile: 312- 840-7352
E-Mail: csteegen@jenner.com

William B. Sullivan, Esq.
Womble Carlyle Sandridge & Rice, PLLC
One West Fourth Street
Winston-Salem, NC 27101
(336) 721-3600 Telephone
(336) 721-3660 Facsimile
bankruptcy@wcsr.com
Kevin J. Mangan, Esq.

Monica S. Blacker
Andrews Kurth LLP
1717 Main St., Suite 3700
Dallas, Texas 75201
monicablacker@andrewskurth.com

James Donnell
Andrews Kurth LLP
450 Lexington Ave., 15th Fl.
New York, New York 10017
jamesdonnell@andrewskurth.com

Womble Carlyle Sandridge & Rice, PLLC
222 Delaware Avenue, Suite 1501
Wilmington, DE 19801
(302) 252-4320 Telephone
(302) 252-4361 Telephone
(302) 252-4330 Facsimile
(302) 661-7729 Facsimile
kmangan@wcsr.com

Simon Gerson, Esq.
Eric J. Shimanoff, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799
Telephone: (212)790-9206
Facsimile: (212) 575-0671
Email: sxg@cll.com
Email: ejs@cll.com

Vincent J. Marriott, III, Esquire
Ballard Spahr Andres & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
(215) 665-8500 Telephone
(215) 471-7070 Facsimile
Marriott@ballardspahr.com

Tobey M. Daluz, Esquire
Ballard Spahr Andrews & Ingersoll, LLP
919 Market Street, 12th Floor
Wilmington, DE 19801
(302) 252-4465 Telephone
(302) 252-4465 Facsimile
daluzt@ballardspahr.com