

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE: §
§
NUVECTRA CORPORATION¹ § **Chapter 11**
§
DEBTOR. § **Case No. 19-43090**
§

**WITHDRAWAL OF OBJECTION AND STIPULATION
REGARDING PROOF OF CLAIM NOS. 141 & 144**

Allison Byman, Plan Administrator for Nuvectra Corporation (the “Plan Administrator”), and 105 Edgeview Owner, LP (“Claimant”) (collectively, the “Parties”), hereby enter into this Stipulation and agree as follows:

WHEREAS, on July 2, 2020, Claimant filed Proof of Claim No. 141 in the above entitled case asserting a claim based on alleged lease rejection damages and asserting that part of the claim was secured; and

WHEREAS, April 1, 2021, Claimant filed Proof of Claim No. 144 in the above entitled case which amended Proof of Claim No. 141; and

WHEREAS, on June 25, 2021, the Plan Administrator filed its Omnibus Objection to Late Filed Claim (the “Omnibus Objection”) [Docket No. 427]; and

WHEREAS, the Omnibus Objection objected to Claimant’s Proof of Claim Nos. 141 and 144; and

WHEREAS, the Objection contained negative notice language providing that no hearing would be conducted on the claim objection unless a written response in opposition is filed with the Clerk of the United States Bankruptcy Court and served upon the Plan Administrator by July 25, 2021, which was within 30 days of the date of service of the Omnibus Objection; and

¹ The last four digits of the Debtor’s federal tax identification number are: 3847.



WHEREAS, on July 19, 2021, the Parties caused the Stipulation Regarding Objection to Proof of Claim Nos. 141 and 144 to be filed which extended the deadline for Claimant to respond to the Objection until August 19, 2021 [Docket No. 441].

WHEREAS, after reviewing additional information provided by Claimant, the Plan Administrator believes that the Objection to Proof of Claim Nos. 141 & 144 should be withdrawn.

NOW, THEREFORE, the Plan Administrator and the Claimant stipulate and agree as follows:

1. The Plan Administrator hereby withdraws the objection to Proof of Claims Nos. 141 & 144 and the Claimant's Claim as reflected in Proof of Claim No. 144 shall be allowed as a general unsecured claim based on lease rejection damages in the amount of \$458,095.35, exclusive of the \$33,546.40 security deposit Claimant holds (the "Security Deposit").

2. Claimant shall be afforded relief from the automatic stay to apply the Security Deposit.

AGREED TO BY:

Dated: August 19, 2021
Denver, Colorado

/s/ Kyle R. Hosmer

Kyle R. Hosmer (Colorado Bar #53214)
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Dated: August 19, 2021
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