

Fill in this information to identify the case:

Debtor Windstream Holdings, Inc.

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 19-22312

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>2 E Bryan Savannah LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>See summary page</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? 2 E Bryan Savannah LLC Wolfgang Sauermann, Authorized Agent 318 W Adams Street Suite 2000 Chicago, Illinois 60606, United States Contact phone <u>615-330-1291</u> Contact email <u>sauerman@bellsouth.net</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) (see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>Windstre</u> ____
7. How much is the claim?	\$ <u>8,960.16</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Commercial Office Lease - Rents Due</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>8,960.16</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/16/2019
MM / DD / YYYY

/s/Wolfgang Sauermann
Signature

Print the name of the person who is completing and signing this claim:

Name Wolfgang Sauermann
First name Middle name Last name

Title Authorized Agent

Company 2 E Bryan Savannah LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

Debtor: 19-22312 - Windstream Holdings, Inc. District: Southern District of New York, White Plains Division				
Creditor: 2 E Bryan Savannah LLC Wolfgang Sauermann, Authorized Agent 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States Phone: 615-330-1291 Phone 2: 734-277-5704 Fax: Email: sauerman@bellsouth.net	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:			
	Has Related Claim: No Related Claim Filed By:			
	Filing Party: Authorized agent			
Disbursement/Notice Parties: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Robert Saunders Novel Coworking 318 W Adams Street Suite 2000 Chicago, IL, 60606 United States Phone: 312-339-8696 Phone 2: 734-277-5704 Fax: E-mail: rob@novelcoworking.com </td> <td style="width: 50%;"> Alex Schwiebert Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States Phone: 734-277-5704 Phone 2: Fax: E-mail: alex@novelcoworking.com </td> </tr> </table>			Robert Saunders Novel Coworking 318 W Adams Street Suite 2000 Chicago, IL, 60606 United States Phone: 312-339-8696 Phone 2: 734-277-5704 Fax: E-mail: rob@novelcoworking.com	Alex Schwiebert Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States Phone: 734-277-5704 Phone 2: Fax: E-mail: alex@novelcoworking.com
Robert Saunders Novel Coworking 318 W Adams Street Suite 2000 Chicago, IL, 60606 United States Phone: 312-339-8696 Phone 2: 734-277-5704 Fax: E-mail: rob@novelcoworking.com	Alex Schwiebert Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States Phone: 734-277-5704 Phone 2: Fax: E-mail: alex@novelcoworking.com			
Other Names Used with Debtor: Windstream Communications, LLC, Earthlink Carrier LLC, Windstream Network Leases	Amends Claim: No Acquired Claim: No			
Basis of Claim: Commercial Office Lease - Rents Due	Last 4 Digits: Yes - Windstre	Uniform Claim Identifier:		
Total Amount of Claim: 8,960.16	Includes Interest or Charges: No			
Has Priority Claim: No	Priority Under:			
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 8,960.16 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:			

Submitted By:

Wolfgang Sauermann on 16-Apr-2019 12:51:11 p.m. Pacific Time

Title:

Authorized Agent

Company:

2 E Bryan Savannah LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is being executed and delivered pursuant to that certain REAL ESTATE PURCHASE AND SALE AGREEMENT dated as of January 11, 2018 (as amended, modified and/or supplemented from time to time, the "Purchase Agreement"), by and among PHRM HOLDINGS LLC, a Delaware limited liability company ("Assignor"), as Seller, and ICONIC INVESTORS, LLC, a Delaware limited liability company ("Iconic"), as Purchaser. Iconic has assigned all of its right, title and interest in and to the Purchase Agreement to 2 E. BRYAN SAVANNAH LLC, a Georgia limited liability company ("Assignee") and SAVANNAH LEVEL OFFICE LLC, a Georgia limited liability company. Initially capitalized terms used but not otherwise defined in this Assignment have the same meanings given them in the Purchase Agreement. This Assignment shall be subject to and qualified by the terms of the Purchase Agreement.

For and in consideration of the sum of Ten (\$10.00) and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, with an office at 73 West Monroe, Suite 507, Chicago, Illinois 60603, all of Assignor's right, title and interest, if any, in and to the following:

1. the Tenant Leases set forth on Exhibit A attached hereto and made a part hereof;
2. the Licenses and Permits set forth on Exhibit B attached hereto and made a part hereof;
3. the Easements and Awards, if any; and
4. the Warranties, if any;

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained in the Leases, the Contracts, the Permits, the Easements and Awards and the Warranties.

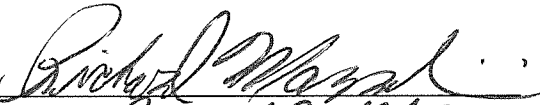
Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Leases, the Contracts, the Permits, the Easements and Awards and the Warranties on the Assignor's part to be performed thereunder from and after the date hereof, all with the same force and effect as though Assignee had signed or was otherwise a party to the Leases, the Contracts, the Permits, the Easements and Awards and the Warranties.

This Assignment is made without warranty or representation, express or implied, by, or recourse against, Assignor of any kind or nature whatsoever except as expressly provided in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of April 30, 2018.

ASSIGNOR

PHRM HOLDINGS LLC, a Delaware limited liability company

By: 
Name: RICHARD MAZZOLINI
Title: MANAGING MEMBER

ASSIGNEE

2 E BRYAN SAVANNAH LLC, a Georgia limited liability company

By: Iconic Investors, LLC, a Delaware limited liability company

By: _____
William M. Bennett, Manager

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day first above written.

ASSIGNOR

PHRM HOLDINGS LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE

2 E BRYAN SAVANNAH LLC, a Georgia limited liability company

By: Iconic Investors, LLC, a Delaware limited liability company

By: William M. Bennett
William M. Bennett, Manager

EXHIBIT A
TENANT LEASES
(see attached)

Johnson Square Business Center

Suite	Tenant Name	Sq Ft	Lease Exp Date	CAM 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Basement																
0	Level 3	45	90 Day Notice	\$0.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
1st Floor																
100	PHRM Holdings LLC	3315	Mgmt Office	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150	TitleMax	6485	10/14/21	\$1,263.65	\$ 31,205.27	\$ 31,205.27	\$ 31,205.27	\$ 31,205.27	\$ 31,205.27	\$ 31,205.27	\$ 31,205.27	\$ 31,205.27	\$ 31,205.27	\$ 31,714.90	\$ 32,134.60	\$ 32,134.60
2nd Floor																
200	TitleMax	10870	10/14/21	\$0.00	Rent and CAM included in Suite 100 Invoice											
3rd Floor																
300	Windstream	6485	11/30/19	\$672.37	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 12,991.81	\$ 13,381.36
325	GSA-U.S. FDA	4385	12/04/21	\$0.00	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35	\$ 7,791.35
4th Floor																
400	The Polote Corp	3328	01/31/19	\$175.13	\$ 5,455.98	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66	\$ 5,619.66
402	Piers	300	Monthly	\$137.43	\$ 763.63	\$ 763.63	\$ 763.63	\$ 763.63	\$ 763.63	\$ 763.63	\$ 763.63	\$ 763.63	\$ 763.63	\$ 786.54	\$ 786.54	\$ 786.54
403-1	Deming - Storage				\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
403-2	BH&R-Storage				Included in rent per lease											
403-3	Digitus				\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
403-6	Edwin King-Storage				\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
403-7	Vacant				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403-8	HH&B-Storage				\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
403-9	Tate - Storage		M. Tate pays annually		\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403-10	PHRM-Storage				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403-11	J. W. Bryant-Storage				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403 & 425	EPR&A				\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58	\$ 2,176.58
450	Pro-Legal		11/30/18	\$185.30	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ 1,933.80	\$ -

Johnson Square Business Center

Suite	Tenant Name	Sq Ft	Lease Exp Date	2017 CAM	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5th Floor																
501	Moffat & Nichol	6485	10/31/20	\$710.45	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,298.80	\$ 12,667.91	\$ 12,667.91
502	Digitus	2486	09/30/19	\$408.32	\$ 4,827.10	\$ 4,827.10	\$ 4,827.10	\$ 4,827.10	\$ 4,827.10	\$ 4,827.10	\$ 4,971.91	\$ 4,971.91	\$ 4,971.91	\$ 4,971.91	\$ 4,971.91	\$ 4,971.91
505	Vacant	1859														
6th Floor																
600	Tate Law Group	6485	07/31/20	\$793.08	\$ 11,970.23	\$ 11,970.23	\$ 11,970.23	\$ 11,970.23	\$ 11,970.23	\$ 11,970.23	\$ 11,970.23	\$ 12,326.90	\$ 12,326.90	\$ 12,326.90	\$ 12,326.90	\$ 12,326.90
602	Denning & Associates	4037	10/31/19	\$167.36	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 6,900.57	\$ 7,107.59	\$ 7,107.59
604	Ernest Snack Bar	338	Community Service	\$0.00	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62	\$ 43.62
7th Floor																
700	Fuji Vegettable Oil	6485	02/28/22	\$0.00	\$ -	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75	\$ 11,348.75
725	GSA-Trustees Group	4385	08/12/21	\$0.00	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79	\$ 7,821.79
8th Floor																
800	GSA-DHSI	10870	05/12/20	\$0.00	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48	\$ 22,542.48
9th Floor																
901	Expeditors	8404	04/30/19	\$989.97	\$ 14,614.42	\$ 14,614.42	\$ 14,614.42	\$ 14,614.42	\$ 15,052.85	\$ 15,052.85	\$ 15,052.85	\$ 15,052.85	\$ 15,052.85	\$ 15,052.85	\$ 15,052.85	\$ 15,052.85
925	Vacant	1381	00/00/00	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
950	Vacant	1085	00/00/00	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10th Floor																
1000	EPR&A	10870	11/30/20	\$1,020.79	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 19,701.88	\$ 20,292.93
11th Floor																
1100	Robert Half Intern'l	3432	01/31/21	\$443.21	\$ 5,968.82	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00	\$ 6,149.00
1150	Sapelo Foundation	953	02/10/21	\$0.00	\$ -	\$ 1,092.86	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00

Johnson Square Business Center

[illegible]

866886 1/3
STATE OF GEORGIA
COUNTY OF CHATHAM

Type: WD
Kind: WARRANTY DEED
Recorded: 5/8/2018 11:44:00 AM
Fee Amt: \$18.00 Page 1 of 6
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 1983094574,
7067927936

SPECIAL WARRANTY DEED BK 1342 PG 84 - 89

THIS DEED, made as of the 30th day of April, 2018, between PHRM HOLDINGS LLC, a Delaware limited liability company, 2 East Bryan Street, Suite 100, Savannah, Georgia 31401 ("Grantor") and 2 E BRYAN SAVANNAH LLC, a Georgia limited liability company, 73 West Monroe, Suite 507, Chicago, Illinois 60603 ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

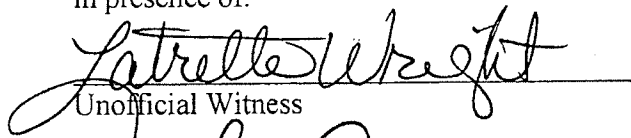
WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has conveyed and warranted with special warranty covenants, and by these presents does hereby convey and warrant unto Grantee with special warranty covenants, the following described property (the "Real Property"), to-wit:

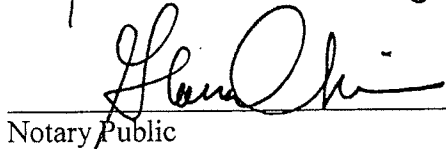
See Legal Description Rider attached hereto and made a part hereof

Grantor does covenant, promise and agree, to and with Grantee, that it has not done or suffered to be done anything whereby the Real Property is, or may be, in any manner encumbered or charged, except as herein recited, and that the Real Property against all persons lawfully claiming, or to claim the same, by, through or under it, it will warrant and defend, subject to those matters set forth on Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this Special Warranty Deed the day and year first above written.

Signed, sealed and delivered
in presence of:



Unofficial Witness

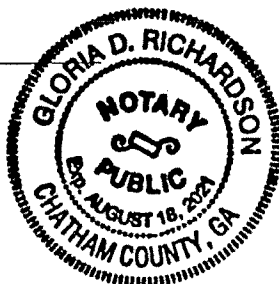

Notary Public

MY COMMISSION EXPIRES:

{AFFIX NOTARY SEAL}

PHRM HOLDINGS, LLC
a Delaware limited liability company

By:  (SEAL)
Richard Mazzolini
Manager



**LEGAL DESCRIPTION
RIDER**

ALL OF THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND SITUATE, LYING, AND BEING IN THE CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED ON A MAP OR PLAT PREPARED BY KERN-COLEMAN AND COMPANY, DATED FEBRUARY 23, 2001 AS LOTS 6, 7, AND THE WESTERN PORTION OF LOT 8, JEKYLL TYTHING, DERBY WARD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL WHERE THE EASTERN RIGHT-OF-WAY LINE OF BULL STREET INTERSECTS THE NORTHERN RIGHT-OF-WAY LINE OF BRYAN STREET SAID NAIL BEING KNOWN AS THE POINT OF BEGINNING; PROCEEDING THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 90.50 FEET TO A PK NAIL; PROCEEDING THENCE SOUTH 69 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 150.96 FEET TO A POINT; PROCEEDING THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 90.50 FEET TO A POINT; PROCEEDING THENCE NORTH 69 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 150.96 FEET TO A PK NAIL FOUND, SAID PK NAIL BEING DESCRIBED ABOVE AS THE POINT OF BEGINNING; SAID TRACT CONTAINS 13,661.88 SF OR 0.31 ACRES.

PIN NOS. 2-4-15-6 AND 2-4-15-8.

This document prepared by:

Terrence E. Budny, Esq.
Sheppard Mullin Richter & Hampton, LLP
70 West Madison Street
Suite 4800
Chicago, Illinois 60602

After recording return to:

SCHEDULE A

1. Taxes and assessments for the year 2018 and subsequent years.
2. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.
3. Rights of tenants in possession, as tenants only.
4. All matters shown on Plat Book 9P, Page 193A, Chatham County, Georgia records.

AFFIDAVIT OF EXEMPTION FROM WITHHOLDING

PHRM HOLDINGS LLC

SELLER'S NAME

58-2599325

SS OR FED ID#

2 East Bryan Street, Savannah, Georgia 31401

STREET ADDRESS

If seller is not exempt, 3% of the sale price of gain on the transfer must be withheld. Sellers are exempt only if they meet the criteria outlined below. Seller is not required to withhold if this affidavit is submitted to the Department of Revenue in lieu of a withholding tax return.

(INITIAL WHERE APPLICABLE)

1. RESIDENCE EXEMPTION:

Seller is exempt from withholding on the sale of property because:

 Seller is a resident of Georgia

Seller is not a resident of Georgia, but is deemed a resident for purposes of withholding by virtue of the following:

(ALL MUST APPLY)

XX Seller is a non resident who has filed Georgia Tax Returns for the preceding two years; and

XX Seller is an established business in Georgia and will continue substantially the same business in Georgia after the sale or the seller has real property in Georgia at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; and

XX Seller will report the sale on a Georgia Income Tax return for the current year and file by its due date; and

☒ If seller is a corporation or limited partnership, seller is registered to do business in Georgia. [NOTE: Seller is a limited liability company registered to do business in Georgia]

2. OTHER QUALIFYING EXEMPTION:

This is to certify that the seller of this property is not a resident of Georgia, but is exempt from the withholding provisions of O.C.G.A. 48-7-128 by virtue of the following:

 The property being sold is the seller's principal residence.

 The seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.

 The seller is an agency of authority of the U.S.A.

 The seller is the Federal National Mortgage Association.

 The seller is the Government National Mortgage Association.

 The seller is a private mortgage insurance company.

 The seller is subject to withholding under O.C.G.A. 48-7-129, and a composite return has been or will be filed on the seller's behalf.

3. **AFFIDAVIT OF SELLER'S GAIN (IF NOT EXEMPT):**

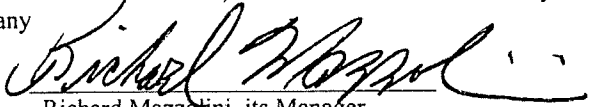
Sales Price	\$	_____
Less Cost Basis	(_____)
Less Selling Expenses	(_____)
NET TAXABLE GAIN	\$	_____

UNDER PENALTY OR PERJURY, I SWEAR THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, CORRECT AND COMPLETE.

DATE: April 30, 2018

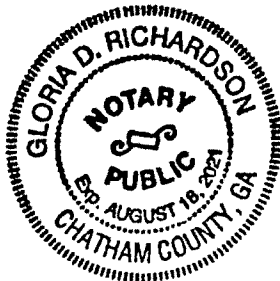
PHRM HOLDINGS LLC, a Delaware limited liability company

BY:


Richard Mazzotini, its Manager

Sworn to and subscribed before me
this ²³ day of April, 2018.


NOTARY PUBLIC



1st AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, ("Amendment") made this 15th day of, December, 2009, by and between PHRM Holdings LLC ("Landlord"), successor in interest to Crocker Realty Trust, L.P., and DeltaCom, Inc., successor in interest to Business Telecom, Inc., ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement ("Lease"), dated the May 11, 2000 by and between Crocker Realty Trust, L.P. as Lessor (assigned to PHRM Holdings LLC) ("Landlord"), and Business Telecom, Inc. as Tenant (assigned to DeltaCom, Inc.) ("Tenant") for the premises ("Premises") known as Suite 300, 2 East Bryan Street, Savannah, Georgia and;

NOW THEREFORE, the parties for considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 15, 2009 as follows:

1. Article 1. The size of the Premises shall be amended to read "containing approximately 6,485 rentable square feet".
2. Article 2. Term shall be amended to commence on December 15, 2009 and end on December 14, 2014.
3. Article 3. (a) Minimum Rent shall be amended as follows:

<u>Period</u>	<u>Monthly</u>	<u>Annually</u>
December 15, 2009 to December 14, 2010	\$10,808.33	\$129,700.00
December 15, 2010 to December 14, 2011	\$11,132.58	\$133,591.00
December 15, 2011 to December 14, 2012	\$11,467.64	\$137,611.70
December 15, 2012 to December 14, 2013	\$11,813.51	\$141,762.10
December 15, 2013 to December 14, 2014	\$12,170.18	\$146,042.20

4. Article 3, Section (b) (i) (A) shall be amended to reflect a reset of Tenant's "Operating Expense Base Amount" to Base Year 2010 expenses.
5. Improvements by Landlord: Landlord, at Landlord's expense, shall perform the work as outlined in the attached Exhibit "A" Scope of Work and Exhibit "A-1" Floor Plan.
6. Improvements by Tenant: Tenant, at Tenant's expense, shall perform the work as outlined in the attached Exhibit "B" Scope of Work and Exhibit "B-1" Floor Plan.
7. Exhibit "E" Additional Rent: Shall be replace with the Exhibit "C" herein.
8. Option to Renew: Two five (5) year terms. The rental rates for these periods shall begin at three percent (3%) over the preceding year of term and continue to escalate on three percent (3%) annual basis throughout. DeltaCom may elect to renew the lease by providing the Landlord with written notice no later than 90 days prior to the expiration of the then current term.

9. Security Deposit: Landlord shall refund \$10,000 of the \$15,000 Security Deposit upon full execution of this Agreement.
10. Audit Rights: The following shall be included in the amendment: "With respect to each item of Additional Rent, Landlord shall provide DeltaCom required supporting documentation for the expenses as requested by DeltaCom for inspection or audit by DeltaCom or its representatives. DeltaCom's review of the Landlord's records concerning such cost shall be at DeltaCom's expense, unless Landlord's calculations were in error by more than 8%, in which event Landlord shall pay the reasonable and necessary costs attributable to DeltaCom's audit of such records. DeltaCom will inform Landlord of the results of its audits and Landlord will have 15 days to refund any. Any such audit shall take place at the office of the Landlord during normal business hours.
11. Space to be Vacated: Other than as stated in Item 5 within this Amendment, DeltaCom shall have no obligation to remove any alterations or improvements in the areas being vacated, and Landlord agrees to accept this space in its "As-Is" condition.
12. Return of Excess Electrical Costs: Prior to July, 2009, the Landlord's method for determining DeltaCom's electricity charges overstated the actual cost by \$9,385.24 for calendar year 2007, \$13,836.76 for calendar year 2008, and \$6,426.66 for January through June, 2009. Beginning in July, 2009, the method was corrected and no more overcharges have occurred. In addition, the Landlord returned \$2,441.29 of the 2009 overcharge which leaves an outstanding balance of \$27,209.37.. Attachment "C" is a tabulation of the costs. Landlord is in agreement with the calculations set forth above and will credit the Tenant the amount of \$27,209.37 over the initial 12 months of term in 12 equal amounts of \$2,267.44 beginning January 1, 2010.
13. 12. Removal of equipment at Lease expiration: Upon the expiration of this Agreement, Tenant shall have the responsibility to remove all equipment, batteries, etc. from the premises if Tenant should not renew for an additional term.
14. Broker: DeltaCom and Landlord acknowledge that no Broker(s) other than Jim Bryant (178039) of Sperry Van Ness (H-40674), representing the Landlord, and Martin Brannon (279470) of Mohr Partners (H-14733), representing DeltaCom are party to this transaction. In accordance with the Exclusive Listing Agreement between Sperry Van Ness and the Landlord, a 3% total commission shall be due to Broker(s) for a renewal. Brokers shall split the commission on a 50/50 basis.
15. Pursuant to the letter dated June 22, 2000 (the "Letter"), addressed to Mr. Joseph B. Merrill, VP BTI Telecom, Inc., from Lee N. Nelson, Asset Manager, Crocker Realty Trust, BTI is obligated to reconstruct the men's restroom on the third floor of the First Union Building. Upon execution of this 1st Amendment, Tenant will have fulfilled BTI's obligation to reconstruct the restroom and BTI's obligation in the letter is cancelled.

16. Tenant's pro-rata share shall be amended to read: Additional Rent for any calendar year shall equal 4.76 % (Tenant's Proportionate Share) of any increase in Operating Expenses for the applicable calendar year over Base Year 2010, and 4.76% of any increase in Taxes for the applicable calendar year over Base Year 2010.

Tenant's Notification Address in the Lease is hereby deleted. Tenant's Notification Address shall be:

Deltacom
Attn Real Estate Mgmt
1809 Hillyer Robinson Ind Pkwy
Anniston, AL 36207
Telephone: (256) 241-4439
Facsimile: (256) 241-4221

With a required copy to:
Deltacom
Attn: Asst General Counsel
7037 Old Madison Pike
Huntsville, AL 35806

It is specifically understood by the parties that this First Amendment is solely for the purpose of the foregoing and is in no way intended to alter the other terms and conditions of the original Lease in any other manner whatsoever.

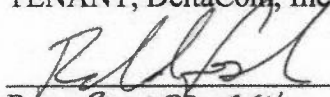
IN WITNESS WHEREOF, the parties hereto have affixed their respective hands and seals, or caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

LANDLORD, PHRM Holdings LLC


Rich Mazzolini, Managing Member
Date 12-15-09


Witness

TENANT, DeltaCom, Inc.


By: RICHARD FISH
Its: EVP + CFO
Date 12/15/09


Witness

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT, (this "Second Amendment") made this 30th day of, November, 2014, by and between PHRM Holdings LLC ("Landlord"), successor in interest to Crocker Realty Trust, L.P., and EarthLink Carrier, LLC, successor in interest to Business Telecom, Inc., and DeltaCom, Inc. ("Tenant").

WHEREAS, Crocker Realty Trust, L.P. and Business Telecom, Inc. are the parties to that certain Lease Agreement dated May 11, 2000 (the "Original Lease"), as amended by that certain First Amendment to Lease Agreement with an effective date of December 15, 2009 (the "First Amendment") (hereafter, the Original Lease and the First Amendment are collectively referred to as the "Lease") for the premises commonly known as Suite 300, 2 East Bryan Street, Savannah, Georgia (the "Premises"); and

WHEREAS, Crocker Realty Trust, L.P. assigned its rights and obligations under the Lease to Landlord and Business Telecom, Inc. assigned its rights and obligations under the Lease to DeltaCom, Inc. who further assigned their rights and obligations under the Lease to EarthLink Carrier, LLC.

NOW THEREFORE, in consideration of the Premises and the additional terms and conditions of this Second Amendment, the parties do hereby agree as follows:

1. Article 2. Term. The Term of the Lease shall be amended to commence on December 1, 2014 and end on November 30, 2019.

2. Article 3. (a) Minimum Rent shall be amended as follows:

<u>Period</u>	<u>Monthly</u>	<u>Annually</u>
December 1, 2014 to November 30, 2015	\$11,889.17	\$142,670.00
December 1, 2015 to November 30, 2016	\$12,245.84	\$146,950.10
December 1, 2016 to November 30, 2017	\$12,613.22	\$151,358.60
December 1, 2017 to November 30, 2018	\$12,991.61	\$155,899.36
December 1, 2018 to November 30, 2019	\$13,381.36	\$160,576.34

3. Article 3. Section (b) (i) (A) shall be amended to reflect a reset of Tenant's "Operating Expense Base Amount" to Base Year 2014 expenses.
4. Option to Renew: Tenant is hereby granted an option to renew the Lease for one term of five (5) years. The rental rates forth is renewal period shall begin at three percent (3%) over the preceding year of term and continue to escalate on three percent (3%) annual basis thereafter until the expiration or termination of the Lease. The option granted to Tenant herein may be exercised by Tenant providing Landlord with written notice of its intent to renew, no later than 180 days prior to the expiration of the then current term.
5. Broker: Tenant and Landlord acknowledge that no Broker(s) other than Sperry Van Ness, representing Landlord, and Colliers International, representing Tenant are parties to this transaction. In accordance with the Exclusive Listing Agreement between Sperry Van Ness and Landlord, a 3% total commission

shall be due to Broker(s) and paid by Landlord for the renewal term. Brokers shall split the commission on a 50/50 basis. Landlord hereby agrees to indemnify, defend and save harmless Tenant from and against any and all claims, demands, damages and/or expenses (including attorney's fees) claimed by either Sperry Van Ness or Colliers International arising under the Lease or this Second Amendment.

6. It is specifically understood by the parties that this Second Amendment is solely for the purpose of the foregoing and except as modified herein, all other terms and conditions of the Lease remain in full force and effect. Capitalized terms used but not defined herein shall be ascribed the definitions given to such terms in the Lease.

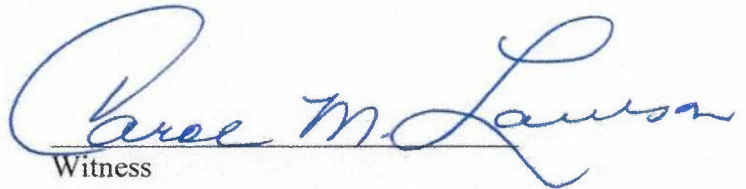
IN WITNESS WHEREOF, the parties hereto have affixed their respective hands and seals, or caused this instrument to be executed by their duly authorized representatives as of the last date of execution below.

LANDLORD, PHRM Holdings LLC



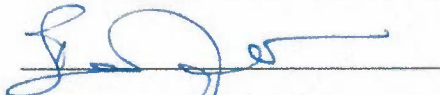
Rich Mazzolini, Managing Member

Date 12-10-14



Witness

TENANT, EarthLink Carrier, LLC



Date 12/4/14



Witness

Note: Both Parties Agree, Renewal Agreement Was Never Executed



Jackie Richardson

Analyst II - Engineering

11101 Anderson Drive #100

Little Rock, AR 72212 - 2475

Jackie.J.Richardson@Windstream.com

Phone: 501-748-3544 Fax: 501-748-5869

January 5, 2018

PHRM Holdings LLC

2 East Bryan Street

Suite 100

Savannah, GA 31401

ATTN: Lease Management

Re: Extension to Lease Agreement dated November 30, 2014, between PHRM Holdings LLC, successor in interest to Crocker Realty Trust, L.P., and Business Telecom, LLC, successor in interest to Earthlink Carrier, LLC, for a lease located at 2 East Bryan Street, Ste 100, Savannah, GA 31401
And
Windstream Notice of Contact Information Change; (WIN LN#: L228-GA-1517)

Windstream would like to exercise its renewal option term to the above-referenced Lease Agreement. The renewal term is effective December 1, 2019 through November 30, 2024. Windstream agrees to continue to pay per the agreement.

If you are in agreement (1) that all rentals and other sums due and payable by Windstream under the Lease have been paid and satisfied as of January 5, 2018, (2) that Windstream is not in default under the Lease, and (3) that the Renewal may be exercised hereby, please sign both originals and return to Windstream at the new address below. I will then have both signed and return one fully executed original to you for your records.

Windstream is also hereby providing official Notice of change of Tenant's contact information pursuant to the Lease Agreement. The new contact information is:

Windstream Communications, LLC

Attn: Network Optimization

11101 Anderson Drive, Ste. 100

Little Rock, AR 72212

Mail Stop: 2523-B5-F01-1A

If you have any questions or concerns, please feel free to contact me at the information above.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads 'Jackie Richardson'.

Jackie Richardson

Agreed and Accepted: Date _____

By: _____

Landlord Signatory

TENANT RENT STATEMENT & INVOICE

LEASED PREMISES: 2 E Bryan Street Suite 100 Savannah, GA 31401 <u>Landlord's Contact & Authorized Agent:</u> Attn: Wolfgang Sauermann Tel: 615/330-1291 sauerman@bellsouth.net	TENANT: Windstream Communications, LLC Successor to Earthlink Carrier, LLC 11101 Anderson Drive, Suite 100 Little Rock, AR 72212 <u>Tenant's Billing & Accounting Contact:</u> Windstream Communications, LLC Attn: Network Optimization 11101 Anderson Drive, Suite 100 Little Rock, AR 72212 Mail Stop: 2523-B5-F01-1A	LANDLORD: 2 E Bryan Savannah LLC 318 W Adams Street, Suite 2000 Chicago, IL 60606 <u>Landlord's Billing & Accounting Contact:</u> Attn: Anthony Cuddi Tel: 978-979-4233 anthony@novelcoworking.com
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STATEMENT DATE: 4/1/19

ACCOUNT NO.

TENANT:

Windstream Communications, LLC
 Windstream Network Leases
 PO Box 25410
 Little Rock, AR 7222-1541

INVOICE #: 035621

Windstre 1

MAKE CHECKS PAYABLE TO: 2 E Bryan Savannah LLC

BALANCE DUE 8,960.16

Date	Code	Description	Charges	Payments	Amount Due
4/1/2019	CAM	April CAM Charges	672.17	0.00	672.17
4/3/2019	PPR	Tenant Payments API Receipt	-14,053.73	-11,049.99	-3,003.74
4/1/2019	TRR	April Traditional Rent	13,381.36	2,089.63	11,291.73

4/1/19

ACCOUNT NUMBER

Please send this portion of the statement with your remittance.

INVOICE #: 035621
Windstream

Windstre 1

2 E Bryan Savannah LLC
 318 W Adams Street, Suite 2000
 Chicago, IL 60606

Current	30	60	90	120	BALANCE DUE
8,960.16	0.00	0.00	0.00	0.00	8,960.16