IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[1] Debtor.	Case Number: 26-02880-EG Chapter 11, Subchapter V

DEBTOR'S APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING DEBTOR TO EMPLOY AND
RETAIN OMNI AGENT SOLUTIONS, INC. AS NOTICE, CLAIMS
AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE

The Sea Palms Condominium Council of Co-Owners ("Debtor" or the "Association") files this application (the "Application") for entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing Debtor to employ and retain Omni Agent Solutions, Inc. ("Omni") as notice, claims, and solicitation agent in connection with Debtor's chapter 11 case. In support of this Application, Debtor submits the *Declaration of Paul H. Deutch in Support of Debtor's Application for Entry of an Order Authorizing Employment and Retention of Omni Agent Solutions, Inc. as Notice, Claims, and Solicitation Agent* (the "Deutch Declaration"), which is attached hereto as **Exhibit B** and the *Declaration of Kent Lovett in Support of Debtor's Chapter 11 Petition and First Day Pleadings* (the "First Day Declaration"),[2] which has been filed with the Court on or about the date hereof. In further support of this Application, Debtor respectfully states as follows:

[1] The last four digits of the Debtor's tax identification number are 0191.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (M) in that it concerns the administration of the estate and use of property of the estate.

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

3. The statutory predicate for the relief requested herein is 28 U.S.C. § 156(c), as supplemented by Bankruptcy Rule 2002(f).

PROCEDURAL BACKGROUND

4. On June 26, 2026, the Debtor filed for protection under chapter 11 of the Bankruptcy Code. Debtor is operating its business and managing its affairs as debtor in possession pursuant to section 1184 of the Bankruptcy Code. No official committee has been appointed in the Chapter 11 Case and no request has been made for removal of the Debtor as debtor in possession.

5. The Association is an unincorporated association of owners at the Property (defined below) organized under the laws of the State of South Carolina.

6. The Bylaws for the Association were dated September 24, 1984, and recorded on October 10, 1984, in Book 302 at Page 249 with the Clerk of the Court's office for Colleton County, South Carolina (the "Clerk's Office").

7. The Association was created by the Declaration of Horizontal Property Regime, Master Deed and Bylaws, Sea Palms Condominium, Fairfield Ocean Ridge, Colleton County, South Carolina (the "Declaration of Horizontal Property Regime") dated September 24, 1984, and recorded on October 10, 1984 in Book 302 at Page 209 in the Clerk's Office. The Declaration of Horizontal Property Regime was amended by that certain Supplemental Declaration to Declaration of Horizontal Property Regime, Master Deed and By-Laws, Sea Palms Condominium, Fairfield Ocean Ridge, Colleton County, South Carolina ("Supplemental Declaration") dated July 22, 1985

and recorded on August 1, 1985 in Book 322 at Page 8 in the Clerk's Office; that certain Amendment to The Sea Palms Condominium Horizontal Property Regime, Elimination of Phase III ("Amendment") dated December 5, 1985 and recorded on December 16, 1985 in Book 334 at Page 98 in the Clerk's Office; and that certain Second Amendment to Horizontal Property Regime, Master Deed and By-Laws, Sea Palms Condominium ("Second Amendment") dated December 8, 2023 and recorded on February 12, 2024 in Book 3285 at Page 226 in the Clerk's Office. The Declaration of Horizontal Property Regime, Supplemental Declaration, Amendment, and Second Amendment are collectively referred to as the "Declaration."

8. The Declaration submits the property identified in the Declaration to an interval ownership.

9. Pursuant Section l of Article II of the Declaration, "*'Unit' shall have the same meaning as the term '"Apartment'" as used in this Declaration and defined in the [Horizontal Property] Act.*"

10. Pursuant to Section o(1) of Article II of the Declaration, "*'Interval Ownership' is a concept whereby Apartments and the share of common elements assigned to the Apartments are conveyed for periods of time, the purchaser receiving a stated time period for a period of years together with a remainder over in fee simple as a tenant in common with all other purchasers of "Unit Weeks" in each particular Apartment upon termination of the Interval Ownership program in accordance with this Master Deed.*"

11. Pursuant to Section o(3) of Article II of the Declaration, "*'Unit Weeks' shall consist of individual Unit Weeks which shall each be an interest in a Unit and shall thereby constitute an interest therein for stated periods of time per year for a stated number of years together with a remainder interest in the Apartment in fee simple.*"

12. Pursuant to Section o(4) of Article II of the Declaration, "*'Unit or Apartment Committed to Interval Ownership' shall be any Apartment sold under a plan of Interval Ownership.*"

13. Pursuant to Section o(2) of Article II of the Declaration, "*'Unit Week Owner' or 'Interval Owner' shall mean a person owning one or more of said Unit weeks, whether entirely or jointly or in common with others.*"

14. Pursuant to Section m of Article II of the Declaration, "*'Unit Week Purchaser' or 'Purchaser' shall mean any individual, person, corporation, partnership or other legal entity, including his or its heirs, assigns, or successors, who purchases a Unit Week from the Developer either by cash payment or by an installment sales contract.*"

15. Pursuant to Article II of the Declaration, "*Unless it is plainly evident from the context that a different meaning is intended, [] general common elements (generally referred to herein as common elements) [] shall have [] the meanings stated in said 'Horizontal Property Act.'*"[3]

16. Each Unit Week Owner or Interval Owner is also referred to herein individually as an "Association Member" and collectively as "Association Members."

17. The property subject to the Declaration, and governed by the Association has its principal place of business at #1 King Cotton Road, Edisto Beach, South Carolina 29438; however, its physical address is 371-395 Sea Cloud Circle, Edisto Beach, SC 29438 and it is commonly known as *Sea Palms Condominium* (the "Property"). The Property consists of six (6) buildings containing between four (4) and six (6) Units each as well as common elements.

[3] S.C. Code Ann. § 27-31-10 et seq.

18. The Property is operated as a timeshare community. All Units are fully furnished, and each contains a full kitchen.

19. The Property contains twenty-five (25) total Units, which are operated as a timeshare. Each Unit contains fifty-two (52) Unit Weeks.

20. There are 1,300 Unit Weeks at the Property.

21. As of May 8, 2026, the Association owns 58 Unit Weeks at the Property together with a concomitant share of the common elements (the "Association Interest"). The Association Interest comprises approximately 4.46% of the total Unit Weeks at the Property. The Association owns the Association Interest as a tenant-in-common with all Interval Owners at the Property. The Unit Weeks owned by the Association are sometimes referred to as maintenance weeks.

22. According to the records of the Association, as of May 8, 2026, First American Trust, FSB, as Trustee, Duly Appointed Under the Declaration of Trust for the Club Wyndham Access Vacation Ownership Plan ("First American Trust, as Trustee") owns 798 Unit Weeks at the Property, and a concomitant share of the common elements at the Property. First American Trust, as Trustee, owns approximately 61.38% of the total Unit Weeks at the Property. First American Trust, as Trustee, is a tenant in common with all other Interval Owners at the Property as well as the Debtor.

23. According to the records of the Association, as of May 8, 2026, Wyndham Vacation Resorts, Inc. ("WVR") owns 226 Unit Weeks at the Property, and a concomitant share of the common elements at the Property. WVR owns approximately 17.38% of the total Unit Weeks at the Property. WVR is a tenant in common with all other Interval Owners at the Property as well as the Debtor.

24. According to the records of the Association, as of May 8, 2026, the remaining 218 Unit Weeks, and a concomitant share of the common elements, are owned by other Interval Owners. These Interval Owners own approximately 16.78% of the total Unit Weeks at the Property as tenants in common with all other Interval Owners as well as the Debtor.

25. Upon information and belief, Club Wyndham Access Vacation Ownership Plan[4] has offered to acquire certain Interval Owners' Unit Weeks in the Property, in exchange for certain consideration. Debtor is not and will not be a party to any such transaction.

26. For a detailed description of Debtors and their businesses, Debtor respectfully refers the Court and parties in interest to the First Day Declaration.

RELIEF REQUESTED

27. Debtor seeks to retain and employ Omni subject to that certain Engagement Agreement, dated as of September 8, 2025, by and between Omni and Debtor (such agreement together with all amendments, modifications, renewals thereof and all documents ancillary thereto or otherwise entered into in connection therewith, are collectively referred to herein as the "Engagement Agreement"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit C**.

[4] Upon information and belief, pursuant to the Declaration of Covenants, Conditions and Restrictions; Grant and Reservation of Easements for Club Wyndham Access Vacation Ownership Plan ("CWA"), dated January 3, 2008, as amended, supplemented or restated from time to time (the "Club Declaration"), PTVO, a non-stock, non-profit corporation duly organized and existing under the laws of the State of Delaware, and Wyndham Vacation Resorts, Inc. created a multi-site timeshare program known as Club Wyndham Access. Upon information and belief, pursuant to a Declaration of Trust for CWA dated as of January 4, 2008, as amended, supplemented or restated from time to time, (the "Trust Declaration") PTVO Owners Association, Inc. ("PTVO") and WVR created an irrevocable trust to hold legal title to certain real property interests in one or more resort properties ("Club Properties") that have been subjected to the Club Declaration. Upon information and belief, the Club Properties are deeded to First American Trust, a Federal Savings Bank ("First American Trust"). Upon information and belief, First American Trust, as Trustee is the trustee under the Trust Declaration. Upon information and belief, PTVO is the beneficiary under the Trust Declaration.

<u>OMNI'S QUALIFICATIONS</u>

28. Debtor has over 200 potential creditors and interested parties in this Chapter 11 Case. Although the office of the Clerk of the United States Bankruptcy Court for the District of South Carolina (the "<u>Clerk's Office</u>") ordinarily would serve notices on Debtor's creditors and other parties in interest and administer claims against Debtor, the Clerk's Office may not have the resources to undertake such tasks, especially in light of the magnitude of Debtor's body of interested parties and the tight timelines that frequently arise in chapter 11 cases.

29. To relieve the Clerk's Office of these burdens, Debtor seeks to engage Omni to act as Debtor's notice, claims, and solicitation agent. This retention is the most effective and efficient manner of noticing the hundreds of creditors and parties in interest of the filing of the Chapter 11 Case and other developments herein. In that capacity, Omni will transmit, receive, docket, and maintain proofs of claim filed in connection with this case.

30. Omni is comprised of leading industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Omni has served as claims and noticing agent and/or administrative agent in many bankruptcy cases in districts nationwide, including the following: *See, e.g., Finch Therapeutics Group, Inc., No. 26-10409 (LSS) (Bankr. D. Del. Mar. 22, 2026); Baker and Taylor, LLC, No. 26-12863 (CMG) (Bankr. D.N.J. Mar. 16, 2026); Hawthorne Race Course, Inc., No. 26-03505 (TAB) (Bankr. N.D. Ill. Feb. 27, 2026); Crown Boiler Co., LLC, No. 26-20515 (JCM) (Bankr. W.D. Pa. Feb. 25, 2026); Mountain Ridge Condominium Council of Co-Owners, Inc., No. 26-10474 (RDT) (Bankr. E.D. Ark. Feb. 11, 2026); North Star Health Alliance, Inc., No. 26-60099 (WAK) (Bankr. N.D.N.Y. Feb. 10, 2026); FAT Brands Inc., No. 26-90126 (ARP) (Bankr. S.D. TX. Jan. 26, 2026); Elk Run*

Property Owners Association, Inc., No. 26-10311 (TBM) (Bankr. D. Co. Jan. 20, 2026); The Falls Condominium Property Owners Association, Inc., No. 25-60870 (BTF) (Bankr. W.D. Mo. Dec. 19, 2025); In re Fairfield Williamsburg Property Owners Association, Inc., No. 25-51179 (SCS) (Bankr. E.D. Va. Dec. 5, 2025); In re Maple Ridge Property Owners Association, Inc., No. 25-40271 (AAE) (Bankr. W.D.N.C. Nov. 25, 2025); In re Lugano Diamonds & Jewelry, Inc., No. 25-12055 (BLS) (Bankr. D. Del. Nov. 16, 2025); In re Skyline Tower Resort Vacation Condominium Association, Inc., No. 25-22156 (ABA) (Bankr. D. N.J. Nov. 15, 2025); In re Pine Gate Renewables, LLC, No. 25-90669 (CML) (Bankr. S.D. Tx. Nov. 6, 2025); In re Star Island Vacation Ownership Association, Inc., No. 25-07207 (GER) (Bankr. M.D. Fl. Nov. 6, 2025); In re Orlando International Resort Club Condominium Association, Inc., No. 25-06813 (GER) (Bankr. M.D. Fl. Oct. 23, 2025); In re Claire's Holdings LLC, No. 25-11454 (BLS) (Bankr. D. Del. Aug. 6, 2025); In re Cinemex Holdings USA, Inc., No. 25-17559 (LMI) (Bankr. S.D. Fla. June 30, 2025); In re Zen JV, LLC, No. 25-11195 (JKS) (Bankr. D. Del. June 24, 2025); In re At Home Group Inc., No. 25-11120 (JKS) (Bankr. D. Del. June 16, 2025); In re Boundless Broadband, LLC, No. 25-10948 (BLS) (Bankr. D. Del. May 29, 2025); In re Consolidated Burger Holdings, LLC, No. 25-40162 (KKS) (Bankr. N.D. Fla. Apr. 14, 2025); Publishers Clearing House LLC, No. 25-10694 (MG) (Bankr. S.D.N.Y. Apr. 9, 2025); In re Solid Fin. Tech., Inc., No. 25-10669 (BLS) (Bankr. D. Del. Apr. 7, 2025); In re Go Lab, Inc., No. 25-10557 (KBO) (Bankr. D. Del. Mar. 25, 2025); In re Wynne Transp. Holdings, LLC, No. 25-10027 (KBO) (Bankr. D. Del. Jan. 10, 2025); In re Ligado Networks, LLC, No. 25-10006 (TMH) (Bankr. D. Del. Jan. 5, 2025). Omni will follow procedures that conform to applicable guidelines promulgated by the Clerk and the Judicial Conference, and as may be entered by the Court’s order.

SERVICES TO BE PROVIDED

31. Pursuant to the Engagement Agreement, Debtor seeks to retain Omni to provide certain noticing, claims processing, and balloting administration services, including, without limitation:

a. Preparing and serving required notices in the Chapter 11 Case, including:

i. notice of the commencement of the chapter 11 case and the initial meeting of creditors under Bankruptcy Code § 341(a);

ii. a notice of the claims bar date;

iii. notices of objections to claims and objections to transfers of claims;

iv. notices of transfers of claims;

v. notices of any hearings on confirmation of the Debtor's plan of reorganization;

vi. notice of the effective date of any plan; and

vii. such other miscellaneous notices as Debtor or the Court may deem necessary or appropriate for an orderly administration of the case.

b. Maintaining an official copy of Debtor's schedules of assets and liabilities and statement of financial affairs (collectively the "Schedules"), listing Debtor's known creditors and the amounts owed thereto.

c. Maintaining a: (i) list of all potential creditors, equity holders, and other parties in interest and (ii) "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and updating said lists and making said lists available upon request by a party-in-interest or the Clerk.

d. Furnishing a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and, if asked, notifying such potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors.

e. Maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received.

f. Within three (3) days after the entry of a particular notice or order, preparing for filing with the Clerk's Office a certificate or affidavit of service that includes (i) a copy of the notice or order served, (ii) an alphabetical list of persons on whom notice was served, along with their addresses, and (iii) the date and manner of service.

g. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in the Chapter 11 Case.

h. Maintaining the official claims register in the Chapter 11 Case by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:

   i. the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;

   ii. the date the proof of claim or proof of interest was received by Omni and/or the Court;

   iii. the claim number assigned to the proof of claim or proof of interest; and

   iv. the asserted amount and classification of the claim.

i. Implementing necessary security measures to ensure the completeness and integrity of the claims register.

j. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).

k. Revising the creditor matrix as appropriate.

l. Monitoring the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists.

m. Identifying and correcting any incomplete or incorrect addresses in any mailing or service lists.

n. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.

o. Monitoring the Court's docket for any claims related pleading filed and making necessary notations on the claims register.

p. Filing quarterly an updated claims register with the Court in alphabetical and numerical order. If there was no claims activity, a certification of no claim activity may be filed.

q. Maintaining an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or request for notices in the case and providing such list to the Court or any interested party upon request (within 48 hours).

r. Providing access to the public for examination of claims and the claims register at no charge.

s. Establishing and maintaining a case website with case information, including key dates, service lists, and free access to the case docket.

t. Forwarding all claims, updated claims register, and updated mailing lists to the Court within 10 days of entry of an order converting a case or within 30 days of entry of a final decree. The claims register and mailing lists will be provided in both paper and on disc and in alphabetical and numerical order. The mailing list disc will be in .txt format.

u. Assisting with, among other things, the preparation of Debtor's schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs.

v. Assisting with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan.

w. Generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the Chapter 11 Case.

x. Generating stipulated orders soliciting Interest Owners' consent to a sale of the Property under section 363(h) of the Bankruptcy Code, collecting and tabulating the same, and, if necessary, testifying in support of the results.

y. Managing and coordinating any distributions pursuant to a chapter 11 plan.

z. Generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters.

aa. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.

bb. Providing temporary employees to process claims as necessary.

cc. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.

dd. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtor.

32. In addition to the foregoing, Omni will assist with, among other things: (a) maintaining and updating the Master Service List;[5] (b) tracking and administration of claims; and (c) performing other administrative tasks pertaining to the administration of the Chapter 11 Case, as may be requested by Debtor or the Clerk's Office. Omni will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's orders.

PROFESSIONAL COMPENSATION

33. The fees to be charged by Omni in connection with the Chapter 11 Case are set forth in the Engagement Agreement. Prior to the Petition Date, Debtor provided Omni with a retainer in the amount of $10,000.00, and a replenishment payment in the amount of $7,500 (collectively, the "Retainer"). Omni seeks first to apply the Retainer to all prepetition invoices and, thereafter, to have the Retainer replenished to the original amount, and thereafter, to hold the Retainer under the Engagement Agreement during the case as security for the payment of fees and expenses incurred under the Engagement Agreement.

34. Debtor proposes that the cost of Omni's services be paid from Debtor's estate as provided by 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A). Debtor respectfully submits that Omni's rates for its services in connection with the notice, claims processing, and solicitation services are competitive and comparable to the rates charged by its competitors for similar services.

[5] As such term is defined in the *Debtor's Motion for Entry of an Order (I) Authorizing Debtor to Suppress Certain Personally Identifiable Information for Individual Creditors, Interest Owners, and Parties in Interest and (II) Limiting Debtor's Noticing Obligations*, filed contemporaneously herewith.

OMNI'S DISINTERESTEDNESS

35. Omni has reviewed its database to determine whether it has any relationships with Debtor's creditors and parties-in-interest. To the best of Omni's knowledge, and except as may be as set forth in the Deutch Declaration, Omni neither holds nor represents an interest materially adverse to the Debtor's estate nor has a connection to Debtor, its creditors, or related parties with respect to any matter for which Omni will be employed. Omni may have relationships with certain of Debtor's creditors as vendors or in connection with cases in which Omni serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor.

36. To the best of Debtor's knowledge and except as disclosed in the Deutch Declaration, Omni neither holds nor represents any interest materially adverse to Debtor's estate in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as referred to in section 327(a) thereof.

37. Omni represents, among other things, that:

a. it will not consider itself employed by the United States government in connection with the Chapter 11 Case and shall not seek any compensation from the United States government in its capacity as notice, claims, and solicitation agent;

b. by accepting employment in this bankruptcy case, Omni waives any right to receive compensation from the United States government in its capacity as notice, claims, and solicitation agent;

c. in its capacity as notice, claims, and solicitation agent, Omni will not be an agent of the United States and will not act on behalf of the United States; and

d. Omni will not employ any past or present employees of Debtor in connection with its work as notice, claims, and solicitation agent.

38. Should Omni discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Omni will use reasonable efforts to file promptly a supplemental affidavit.

AUTHORITY FOR RELIEF

39. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the Clerk's Office for administration of bankruptcy cases. It states:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

40. Accordingly, § 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice and claims purposes, provided the debtor's estate pays the cost of such services. Based on the foregoing, Debtor believes that the retention of Omni as the notice and claims agent in the Chapter 11 Case is in the best interests of Debtor, its estate, and its creditors.

41. Courts in this and other jurisdictions have approved similar relief in other chapter 11 cases. *In re DCA Outdoor, Inc.*, No. 25-50053 (Bankr. W.D. Mo. June 2, 2025); *In re CorEnergy Infrastructure Trust, Inc.*, No. 24-40236 (CAN) (Bankr. W.D. Mo. Mar. 1, 2024); *In re Kansas City United Methodist Retirement Home, Inc.*, No. 21-41049 (CAN) (Bankr. W.D. Mo. Dec. 3, 2021); *In re SD-Charlotte, LLC*, No. 20-30149 (Bankr. W.D. N.C. Feb. 11, 2020); *In re Portrait Innovations, Inc.*, No 17-31455 (JCW) (Bankr. W.D.N.C. Sept. 11, 2017); *In re Kaiser Gypsum Co., Inc.*, No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 7, 2016); *In re Designline Corp.*, No. 13-12089 (MFW) (Bankr. W.D.N.C. Aug. 29, 2013); *In re Garlock Sealing Techs., LLC*, No. 10-31607 (JCW) (Bankr. W.D.N.C. Aug. 9, 2010); *In re Southaven Power, LLC*,

No. 05-32141 (GRH) (Bankr. W.D.N.C. May 24, 2005); *see also In re Alpha Natural Res., Inc.*, No. 15-33896 (Bankr. E.D. Va. Aug. 5, 2015); *In re Health Diagnostic Lab., Inc.*, No. 15-32919 (Bankr. E.D. Va. June 9, 2015); *In re Patriot Coal Co.*, No. 15-32450 (Bankr. E.D. Va. May 14, 2015); *In re Cal Dive Int'l, Inc.*, No. 15-10458 (Bankr. D. Del. Mar. 6, 2015); *In re FCC Holdings, Inc.*, No. 14-11987 (Bankr. D. Del. Aug. 27, 2014); *In re Source Home Entm't, LLC*, No. 14-11553 (Bankr. D. Del. June 24, 2014).

42. Subject to Court approval, the Debtors have agreed to compensate Omni for their services rendered. Payments are to be based upon the submission, and Court approval, of interim and/or final fee applications, which must include a detailed listing of services and expenses for which Omni rendered for the Debtor.

NOTICE

43. No trustee, examiner, or creditors' committee has been appointed in this Chapter 11 Case. Debtor has served notice of the Application on: (i) the Office of the United States Trustee for the District of South Carolina; (ii) the Subchapter V trustee; (iii) the holders of the 20 largest claims against Debtor; (iv) the Office of the United States Attorney for the District of South Carolina; (v) the Internal Revenue Service; (vi) the Secretary of State for the State of South Carolina; (vii) all statutory committees appointed in the case (if any); and (viii) all parties requesting notice under Bankruptcy Rule 2002. Debtor submits that, given the nature of the relief requested, no other or further notice need be given. No previous application for the relief requested herein has been made by Debtor to this or any other court.

WHEREFORE, for the reasons set forth herein and in the First Day Declaration and in the Deutch Declaration, Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A** (a) authorizing Debtor to employ and retain Omni as its notice, claims, and solicitation agent effective as of the Petition Date, (b) approving the terms of the Engagement Agreement, and (c) granting such other and further relief as is appropriate.

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Date: June 26, 2026

Respectfully submitted,

/s/ Michael Conrady
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District Court ID: 0030
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District Court ID: 5560
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- and -

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Proposed Counsel for Debtor and Debtor-in-Possession

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[6] Debtor.	Case Number: 26-02880-EG Chapter 11, Subchapter V

ORDER GRANTING DEBTOR'S APPLICATION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO EMPLOY AND RETAIN OMNI AGENT SOLUTIONS, INC., AS NOTICE, CLAIMS, AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE

Upon the *Debtor's Application for Entry of Order Authorizing Debtor to Employ and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition Date* (Doc. No. __) (the "Application")[7] filed by Debtor Sea Palms Condominium Council of Co-Owners ("Debtor") for entry of an order authorizing the employment of Omni Agent Solutions, Inc. ("Omni") as Debtor's notice, claims, and solicitation agent, as more fully set forth in the Application and having considered the Application, together with the representations made in the First Day Declaration and the Deutch Declaration, and having considered the representations of the parties at the Hearing, and for the reasons stated on the record at the Hearing, the Court having found that notice of the Application and the Hearing thereon was sufficient under the circumstances and no other or further notice need be provided; the relief requested in the Application is in the best interests of Debtor, its estate, its creditors and other parties in interest; Omni does not hold or represent an interest adverse to Debtor's estate and therefore good and sufficient cause exists to grant the relief in the Application; the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, venue is proper in this district

[6] The last four digits of the Debtor's tax identification number are 0191.

[7] Capitalized terms used but not defined herein shall have the meanings ascribed in the Application.

pursuant to 28 U.S.C. §§ 1408 and 1409, and this is a core proceeding pursuant to 28 U.S.C. § 157(b), it is hereby

ORDERED THAT:

1. The Application is approved.

2. Debtor is authorized to employ and retain Omni as its notice, claims, and solicitation agent in accordance with the terms and conditions set forth in the Application and the Engagement Agreement, effective as of the commencement of the Chapter 11 Case.

3. The terms of the Engagement Agreement are approved as provided herein subject to the terms of this Order.

4. Pursuant to 28 U.S.C. § 156(c) and Rule 2002 of the Federal Rules of Bankruptcy Procedure, Omni is authorized to provide noticing, claims processing, and balloting services as set forth in the Application and the Engagement Agreement, including, among others, as requested:

a. Preparing and serving required notices in the Chapter 11 Case, including:

i. notice of the commencement of the Chapter 11 Case and the initial meeting of creditors under Bankruptcy Code § 341(a);

ii. a notice of the claims bar date;

iii. notices of objections to claims and objections to transfers of claims;

iv. notices of transfers of claims;

v. notices of any hearings on confirmation of the Debtor's plan of reorganization;

vi. notice of the effective date of any plan; and

vii. such other miscellaneous notices as Debtor or Court may deem necessary or appropriate for an orderly administration of the case.

b. Maintaining an official copy of the Debtor's schedules of assets and liabilities and statement of financial affairs (collectively the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto.

c. Maintaining a: (i) list of all potential creditors, equity holders, and other parties in interest and (ii) "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and updating said lists and making said lists available upon request by a party-in-interest or the Clerk.

d. Furnishing a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and, if asked, notifying such potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors.

e. Maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received.

f. Within three (3) days after the entry of a particular notice or order, preparing for filing with the Clerk's Office a certificate or affidavit of service that includes (i) a copy of the notice or order served, (ii) an alphabetical list of persons on whom notice was served, along with their addresses, and (iii) the date and manner of service.

g. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in the Chapter 11 Case.

h. Maintaining the official claims register in the Chapter 11 Case by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:

   i. the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;

   ii. the date the proof of claim or proof of interest was received by Omni and/or the Court;

   iii. the claim number assigned to the proof of claim or proof of interest; and

   iv. the asserted amount and classification of the claim.

i. Implementing necessary security measures to ensure the completeness and integrity of the claims register.

j. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).

k. Revising the creditor matrix as appropriate.

l. Monitoring the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists.

m. Identifying and correcting any incomplete or incorrect addresses in any mailing or service lists.

n. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.

o. Monitoring the Court's docket for any claims related pleading filed and making necessary notations on the claims register.

p. Filing quarterly an updated claims register with the Court in alphabetical and numerical order. If there was no claims activity, a certification of no claim activity may be filed.

q. Maintaining an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or request for notices in the cases and providing such list to the Court or any interested party upon request (within 48 hours).

r. Providing access to the public for examination of claims and the claims register at no charge.

s. Establishing and maintaining a case website with case information, including key dates, service lists, and free access to the case docket.

t. Forwarding all claims, updated claims register, and updated mailing lists to the Court within 10 days of entry of an order converting a case or within 30 days of entry of a final decree. The claims register and mailing list will be provided in both paper and on disc and in alphabetical and numerical order. The mailing list disc will be in .txt format.

u. Assisting with, among other things, the preparation of the Debtor's schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statement of financial affairs.

v. Assisting with, among other things, solicitation, balloting, tabulation and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan.

w. Generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the Chapter 11 Case.

x. Generating stipulated orders soliciting Interest Owners' consent to a sale of the Property under section 363(h) of the Bankruptcy Code, collecting and tabulating the same, and, if necessary, testifying in support of the results.

y. Managing and coordinating any distributions pursuant to a chapter 11 plan.

z. Generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters.

aa. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.

bb. Providing temporary employees to process claims as necessary.

cc. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.

dd. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by Debtor, including services related to any adversary proceeding filed in relation to this matter.

5. In addition to the services set forth in the Application and the Engagement Agreement, Omni is authorized to provide other noticing, claims processing, solicitation and administrative services Debtor may request from time to time, including, but not limited to: (a) maintaining and updating the Master Service List; (b) tracking and administration of claims; and (c) performing other administrative tasks pertaining to the administration of the Chapter 11 Case or any related adversary proceeding, as may be requested by the Debtor or the Clerk of this Court (the "Clerk's Office").

6. Omni is appointed as agent for the Clerk's Office and, as such, is designated as the authorized repository for all proofs of claims filed in the Chapter 11 Case and is authorized and directed to maintain the official claims register for the Debtor and to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct. To the extent any government or non-government claimant files a proof of claim with the Court via CM/ECF or manually with

the Clerk of the Court, as opposed to with Omni, such filings will be deemed timely if filed by the applicable bar date set by the Court.

7. Omni shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred on behalf of the Debtor.

8. Omni shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, including sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of this Court.

9. Omni shall not cease providing claims processing services during the Chapter 11 Case for any reason without prior order of this Court authorizing Omni to do so; *provided, however*, that Omni may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtor, the U.S. Trustee, and any official committee of creditors appointed in this case (if any) by facsimile or overnight delivery; *provided further*, that except as expressly provided herein, the Debtor and Omni may otherwise terminate or suspend other services as provided under the Engagement Agreement.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Omni incurred pursuant to the Engagement Agreement shall be an administrative expense of the Debtor's estate.

11. Omni shall hold the Retainer under the Engagement Agreement during the case as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. Nothing herein obligates a successor chapter 7 trustee or chapter 11 trustee to employ Omni.

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

14. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

15. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern and control.

Dated:
Charleston, South Carolina

/s/ ______________________________
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Deutch Declaration

EXHIBIT C

Engagement Agreement

EXHIBIT B

Deutch Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[1] Debtor.	Case Number: **[_____]** Chapter 11, Subchapter V

DECLARATION OF PAUL H. DEUTCH IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO EMPLOY AND RETAIN OMNI AGENT SOLUTIONS, INC., AS NOTICE, CLAIMS, AND SOLICITATION AGENT, EFFECTIVE AS OF THE PETITION DATE

I, Paul H. Deutch, being duly sworn, depose and state:

1. I am the Executive Vice President at Omni Agent Solutions, Inc. ("Omni"), with offices at 5955 DeSoto Ave., Suite 100, Woodland Hills, CA 91367, and 1120 Avenue of the Americas, 4th Floor, New York, NY 10036. I am authorized to make and submit this declaration on behalf of Omni (the "Declaration"). The statements contained herein are based upon personal knowledge. Omni submits this Declaration in support of the application (the "Application")[2] of the above-captioned debtor and debtor-in-possession (the "Debtor") for entry of an order authorizing the employment and retention of Omni as the Debtor's notice, claims, and solicitation agent in the above-captioned chapter 11 case (the "Chapter 11 Case") effective as of the Petition Date pursuant to section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), and to approve the Engagement Agreement, dated as of September 8, 2025 (the "Engagement Agreement"). The Engagement Agreement is attached to the Application as **Exhibit C.**

[1] The last four digits of the Debtor's tax identification number are 0191.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed in the Application.

2. Omni is comprised of leading industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Omni has served as claims and noticing agent and/or administrative agent in many bankruptcy cases in districts nationwide, including the following: *See, e.g., Finch Therapeutics Group, Inc., No. 26-10409 (LSS) (Bankr. D. Del. Mar. 22, 2026); Baker and Taylor, LLC, No. 26-12863 (CMG) (Bankr. D.N.J. Mar. 16, 2026); Hawthorne Race Course, Inc., No. 26-03505 (TAB) (Bankr. N.D. Ill. Feb. 27, 2026); Crown Boiler Co., LLC, No. 26-20515 (JCM) (Bankr. W.D. Pa. Feb. 25, 2026); Mountain Ridge Condominium Council of Co-Owners, Inc., No. 26-10474 (RDT) (Bankr. E.D. Ark. Feb. 11, 2026); North Star Health Alliance, Inc., No. 26-60099 (WAK) (Bankr. N.D.N.Y. Feb. 10, 2026); FAT Brands Inc., No. 26-90126 (ARP) (Bankr. S.D. TX. Jan. 26, 2026); Elk Run Property Owners Association, Inc., No. 26-10311 (TBM) (Bankr. D. Co. Jan. 20, 2026); The Falls Condominium Property Owners Association, Inc., No. 25-60870 (BTF) (Bankr. W.D. Mo. Dec. 19, 2025); In re Fairfield Williamsburg Property Owners Association, Inc., No. 25-51179 (SCS) (Bankr. E.D. Va. Dec. 5, 2025); In re Maple Ridge Property Owners Association, Inc., No. 25-40271 (AAE) (Bankr. W.D.N.C. Nov. 25, 2025); In re Lugano Diamonds & Jewelry, Inc., No. 25-12055 (BLS) (Bankr. D. Del. Nov. 16, 2025); In re Skyline Tower Resort Vacation Condominium Association, Inc., No. 25-22156 (ABA) (Bankr. D. N.J. Nov. 15, 2025); In re Pine Gate Renewables, LLC, No. 25-90669 (CML) (Bankr. S.D. Tx. Nov. 6, 2025); In re Star Island Vacation Ownership Association, Inc., No. 25-07207 (GER) (Bankr. M.D. Fl. Nov. 6, 2025); In re Orlando International Resort Club Condominium Association, Inc., No. 25-06813 (GER) (Bankr. M.D. Fl. Oct. 23, 2025); In re Claire's Holdings LLC, No. 25-11454 (BLS) (Bankr. D. Del. Aug. 6, 2025);*

In re Cinemex Holdings USA, Inc., No. 25-17559 (LMI) (Bankr. S.D. Fla. June 30, 2025); In re Zen JV, LLC, No. 25-11195 (JKS) (Bankr. D. Del. June 24, 2025); In re At Home Group Inc., No. 25-11120 (JKS) (Bankr. D. Del. June 16, 2025); In re Boundless Broadband, LLC, No. 25-10948 (BLS) (Bankr. D. Del. May 29, 2025); In re Consolidated Burger Holdings, LLC, No. 25-40162 (KKS) (Bankr. N.D. Fla. Apr. 14, 2025); Publishers Clearing House LLC, No. 25-10694 (MG) (Bankr. S.D.N.Y. Apr. 9, 2025); In re Solid Fin. Tech., Inc., No. 25-10669 (BLS) (Bankr. D. Del. Apr. 7, 2025); In re Go Lab, Inc., No. 25-10557 (KBO) (Bankr. D. Del. Mar. 25, 2025); In re Wynne Transp. Holdings, LLC, No. 25-10027 (KBO) (Bankr. D. Del. Jan. 10, 2025); In re Ligado Networks, LLC, No. 25-10006 (TMH) (Bankr. D. Del. Jan. 5, 2025).. Omni will follow procedures that conform to applicable guidelines promulgated by the Clerk and the Judicial Conference, and as may be entered by the Court's order.

3. On March 16, 2026, certain funds and accounts managed by affiliates of Fortress Investment Group, LLC ("FIG") made a majority equity investment in Omni. FIG is a leading, highly diversified asset manager headquartered in New York and Dallas that invests across private equity, credit, real estate, and permanent capital strategies for institutional and private clients. FIG, through its investments, owns a majority of Ursa Acquisition Sub, LLC, which in turn wholly owns MMR Advisory Holdings, LLC, which in turn wholly owns Omni. Omni is independently operated by its management team and controlled by its board of directors (the "Board"). The Board has one member who is a representative of FIG.

4. I caused to be submitted for review by Omni's conflicts system the list of names of potential parties-in-interest in these chapter 11 cases (the "Potential Parties in Interest List"), annexed hereto as Schedule 1, which was provided by the Debtors and includes, among other parties, the Debtor, significant equity holders, the Debtors' largest unsecured creditors on a

consolidated basis, and the bankruptcy judges sitting in this jurisdiction. In addition, Omni compared the Potential Parties in Interest List to an internal database that includes, among other entities, Omni's parent entities, as well as a list of FIG's active fund investments (in the form most recently provided to Omni by FIG's internal compliance department).

5. At this time, and as set forth in further detail herein, Omni is not aware of any connections that would present a disqualifying conflict of interest. Should Omni discover any new relevant facts or connections bearing on the matters described herein during the period of retention, Omni will use reasonable efforts to promptly file a supplemental declaration.

6. To the best of my knowledge and based solely upon information provided to me by the Debtors and the above-referenced search, and except as provided herein, neither Omni nor FIG have any connections to any entities or individuals listed on the Potential Parties in Interest List. Omni has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, in matters unrelated to these chapter 11 cases, Omni and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Omni may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors. To the best of my knowledge, such relationships are materially unrelated to these chapter 11 cases.

7. To the best of my knowledge, none of Omni's professionals are related to bankruptcy judges in the District of South Carolina or any attorney known by Omni to be employed in the Office of the United States Trustee serving the District of South Carolina.

8. To the best of my knowledge, none of Omni's professionals were partners of, or formerly employed within the last three years by, firms that are Potential Parties in Interest or that have filed a notice of appearance in these Chapter 11 Cases. The following firms are included on the Potential Parties in Interest List: KL Gates, Travel + Leisure Co., and Club Wyndham Access. Upon information and belief, within the last two years Omni has served as claims and noticing agent and/or administrative agent (i) on behalf of debtors who have also retained KL Gates, and (ii) in cases in which Travel + Leisure Co. and Club Wyndham Access have been listed as interested parties.

9. In addition to the above-referenced search procedures, Omni and FIG have the following restrictions in place in order to preserve Omni's disinterestedness: (i) no FIG personnel work on Omni client matters or have access to Omni client information, client files or client personnel; (ii) no FIG personnel work in Omni's offices; (iii) Omni operates independently from FIG, including that it does not share any employees, officers or other management with FIG, has separate offices in separate buildings, and has separate IT systems; and (iv) no Omni officer or employee is a director, officer or employee of FIG.

10. Omni, FIG and their affiliates, along with their respective personnel in their individual capacities, regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms may appear in chapter 11 cases representing the Debtors or parties in interest. To the best of my knowledge, Omni does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified on the Potential Parties in Interest List or who have filed a notice of appearance in these Chapter 11 cases.

11. Omni is not a party to any agreement where it receives consideration in exchange for transferring information derived from Omni's role as an administrative agent in cases in this district or elsewhere to nonclient third parties. Omni does not have any contract or agreement with any party under which Omni would receive consideration in exchange for providing claims data.

12. Omni represents, among other things, that:

13. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as notice, claims, and solicitation agent;

14. by accepting employment in the Chapter 11 Case, Omni waives any right to receive compensation from the United States government;

15. in its capacity as notice, claims and solicitation agent, Omni will not be an agent of the United States and will not act on behalf of the United States; and

16. Omni will not employ any past or present employees of the Debtor in connection with its work as notice, claims, and solicitation agent.

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

Dated: June 26, 2026
New York, New York

paul deutch

Paul H. Deutch
Executive Vice President
Omni Agent Solutions, Inc.

SCHEDULE 1

Potential Parties in Interest List

SEA PALMS CONDOMINIUM COUNSEL OF CO-OWNERS, INC.
PARTIES SEARCHED

Judges and Assistants
Honorable Helen E. Burris
Honorable L. Jefferson Davis, IV
Honorable Elisabetta G.M. Gasparini

Judges Staff
M. Bozeman
M. Moorehead
Lauren Schumann
Amanda Hoefer
Sarah Kistler
Sadie Mehr

Trustee
Linda K. Barr

Taxing Authorities/Government
South Carolina Department of Revenue
Becky S. Hill, Colleton County Tax Collector
US Department of Treasuary, IRS
Secretary of State for the State of South Carolina (Mark Hammond)
Office of the US Attorney (Bryan P. Stirling)
Colleton County Treasurer

Vendors/Creditors/Interested Parties / Others
First American Trust, FSB, a federal savings bank, as Trustee, duly appointed under the Declaration of Trust for the Club Wyndham Access Vacation Ownership Plan
PTVO Owners Association, Inc.
Travel + Leisure Co.
Club Wyndham Access
Anaptyx LLC
Apex
Apex Pest Management, Inc.
Appalachian Springs Bottled Water Inc
Armstrong Consulting
ATT
Avery Products Corporation
B.B.D.S.
Better Business Bureau
Bintelli Power Sports
Brady Industries LLC
Canon Solutions
Carolina Waste

Clearview Auto Glass
Colleton County Treasurer
Comcast Holdings Corporation
Compucom
DLL Finance LLC
Dominion Energy South Carolina Inc
Edisto Chamber Of Commerce
Enplug
Etto Leisure Cars-Co
GE Appliances A Haier Co
Globalstar
Gregory M Davis & Associates
Herold LLC
HHS Exceptional Hospitality LLC
Hoplite Financial LLC
Iron Mountain
Joanne Powell, CPA, PA
Jungle Shores LLC
Kipsu
KL Gates
Kronos
Master Tech Transmis
N&D Technical Services
Nalco
New Island Landscaping LLC
Nordis
Ocean Ridge Poa Inc
Palmetto Custom Cart
Plantation Course At Edisto LLC
Pro Chem
Rae Management Services, LLC
Resort Service Group Inc
Resort Services Group
Saflok
Sbc Global
Sbc Global Services Inc
Sea Cloud Owners Association
Semaconnect LLC
Sesac LLC
Shred-It Usa Inc
Simplecom
South Carolina Department Of
Stephens Insurance LLC
The Plantation Course At Edisto LLC
Town Of Edisto Beach
Town Of Edisto Beach

United Parcel Service Inc
Us Environmental Resource
Us Environmental Services
Verizon
Vessel Cleaning Serv

Property Management:
Wyndham Vacation Management, Inc.
Wyndham Vacation Resorts, Inc.

Professionals:
Omni Agent Solutions, Inc.
Hilco Real Estate, LLC
Campbell Law Firm, PA

Board of Directors and Managers
Ken Lovett
Dr. C. Alan Legg
Jennifer Espinoza

Banks
Comerica Securities
Comerica Bank
Truist

Insurance
HDI Global Specialty SE

All parties contained on client's owner list(s)

STANDARD SERVICES AGREEMENT

This Agreement is entered into as of September 8, 2025, between Omni Agent Solutions, Inc ("**Omni**"), and Sea Palms Condominium Council of Co-Owners, Inc. (the "**Company**").[1] The parties agree as follows:

Terms and Conditions

I. SERVICES

(a) Upon request by the Company or as may be necessary for Omni to comply with applicable law, governmental regulation, court order or court rule, Omni shall provide the Company with consulting and administrative services ("**Services**") in connection with the Company's potential filing of a chapter 11 petition under the Bankruptcy Code (the "**Code**") and, *if applicable*, during any chapter 11 case which the Company may initiate. Without limitation, the Services *may* include any or all of the following: Assisting in the preparation of the Company's bankruptcy schedules and statements of financial affairs ("**Schedules and SOFA**"), noticing, communication related services, claims management and reconciliation, plan solicitation, balloting and tabulation, contract review, securities, claims analysis, providing confidential online workspaces or data rooms (the publication of which shall not violate the confidentiality provisions of this Agreement), account management, disbursements, automation, and any other service which may be agreed upon by the parties.

(b) The Company understands that to assist or enable Omni to provide the Services, Omni will engage in communications with various persons acting on the Company's behalf (each, a "**Company Party**").[2] The Company represents to Omni and agrees that any and all requests, advice, information or direction which a Company Party provides to or makes of Omni is expressly authorized by the Company, that Omni may rely upon the accuracy and completeness of the information provided without any obligation to further verify it, and that the Company shall be bound by any and all requests, advice, information or direction made.

(c) The Company understands that Omni is not being retained to provide any legal or financial advice and that none of Omni's communications with a Company Party or any other party constitutes legal or financial advice.

II. RATES

(a) The Company agrees to pay Omni for all fees, charges and costs for Services provided on its behalf in the amounts set forth in the schedule attached hereto as **Exhibit "A"** (the "**Rate Schedule**"). *In addition, Omni will provide the Company with a ten (10%) percent discount on Omni's standard hourly rates*. Omni reserves the right from time to time to amend the Rate

[1] The term "**Compan**y" shall mean and include the Company, in its individual capacity as debtor and debtor in possession, together with any affiliated entities whose chapter 11 cases are jointly administered with the Company. Each affiliated entity shall be jointly and severally liable for all of the Company's fees and costs.

[2] Unless otherwise agreed upon, a Company Party includes a Company's managers, general partners, officers, directors, employees, agents, representatives, counsel, consultants and/or any other party with whom the Company authorizes to engage in a Communication with Omni.

Schedule by increasing its hourly rates, unit prices, and any other charges, fees and costs therein during the term of this Agreement and that upon so doing, the parties agree that the rates, prices, and other charges shall be effective immediately and constitute the operative Rate Schedule.

(b) Omni may invoice the Company monthly for the Services it provided during the preceding calendar month consistent with the applicable Rate Schedule. All invoices are due and payable upon receipt. Notwithstanding anything herein to the contrary, any payment made to Omni will be in accordance with applicable bankruptcy law and orders of the bankruptcy court.

(c) If any amount is unpaid to Omni thirty (30) days from the date of the Company's receipt of an invoice the Company agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute of any portion of an invoice, the Company shall give written notice to Omni within ten (10) days of receipt of the invoice as to the charges disputed and the basis thereof. The undisputed portion of the invoice will remain due and payable immediately upon receipt, but late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. At its sole discretion, Omni may first apply any payment received against the cumulative sum of the late charges then due before it applies any remaining balance to the outstanding principal balance

(d) Omni may require an advance or direct payment from the Company of an individual expense, or a group of related expenses, which are expected to exceed $7,500 (*e.g.*, publication notice).

(e) The Company shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of the Company, notwithstanding how such taxes may be designated, levied, or based. This provision is intended to include sales, use, and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Omni.

(f) The Company shall pay to Omni all actual charges (including fees, costs and expenses as set forth in the then effective Rate Structure) related to, arising out of, or resulting from, any error or omission made by the Company including, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses.

(g) Upon execution of this Agreement, the Company shall pay Omni a retainer of $10,000 (the "Retainer"). Omni may use the Retainer against all reasonable and documented prepetition fees and expenses, which Retainer shall then be replenished as promptly as practicable by the Company to its original amount. At Omni's discretion, the Retainer may then be applied to the payment of the final invoice from Omni under and pursuant to this Agreement (the "Final Invoice"), or to any other invoice. Except with respect to the Final Invoice, upon notice from Omni to the Company of the application of some or all of the Retainer, the Company shall replenish the Retainer as promptly as practicable to its original amount. Omni shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payments of unpaid fees and expenses hereunder.

(h) Payments to Omni for services rendered under the terms of this Agreement may be remitted using either or both of the following methods:

(i) **<u>Wire Transmission</u>**

(Omni's wire information will be included on each monthly invoice)

(ii) **<u>Check</u>**
Omni Agent Solutions
c/o Accounts Receivable
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367

III. RETENTION

(a) This Agreement is effective immediately upon its execution by the parties; *provided*, however, that it shall be subject to, if and when applicable, the terms of any order entered approving the engagement of Omni by the Company in the Company's chapter 11 proceeding.

(b) If and when applicable, no later than thirty (30) days after commencement of the Company's chapter 11 proceeding, the Company agrees to and shall take all necessary actions to obtain bankruptcy court approval to retain Omni as its claims and noticing agent pursuant to 28 U.S.C. § 156(c), and, if necessary, as its administrative agent pursuant to section 327(a) of the Code for all Services that fall outside the scope of 28 U.S.C. § 156(c).[3] The form and substance of any application concerning Omni's retention and any order setting forth its terms are subject to Omni's approval which shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, if the bankruptcy court does not enter an order approving Omni's retention pursuant to 28 U.S.C. § 156(c) or section 327 of the Code, then the Agreement will be terminated effective immediately.

IV. TERM

(a) Except as provided herein, the Agreement will remain in effect until terminated: (a) on a mutually agreed upon date as set forth in a writing executed by both parties; (b) on a date of no less than sixty (60) days from the date written notice is provided by one party to the other; (c) by the Company for cause ("**Cause**") which, for purposes of this Agreement, shall mean that Omni has acted in bad faith, with gross negligence, or engaged in willful misconduct that results in material harm to the Company's effort and ability to restructure in its chapter 11 case; or (d) by Omni upon the Company's material breach of any term herein. If Omni's engagement has been already approved by the bankruptcy court, then Omni shall continue to perform the Services until the entry of an order by the bankruptcy court, in a form and substance satisfactory to Omni, whose

[3] The Company and Omni further agree that this section shall also apply to Omni's retention if the Company commences a chapter 11 in a jurisdiction which generally authorizes the retention of administrative services companies such as Omni as a hybrid of both claims and noticing agent and administrative agent (*e.g.*, Claims, Noticing, and Solicitation Agent).

consent will not be unreasonably withheld, providing for the terms and conditions of its discharge, including date of termination.

(b) Upon its termination, Omni shall provide the Company with all materials Omni is required to return to it under the terms of this Agreement as well as all in-process deliverables in their then-current state of completion for Services which Omni provided prior to the effective date of the termination promptly after it has received payment in full of all sums attributable to such Services, including for any Services which have then not yet been invoiced. Omni shall coordinate with the Company and, to the extent applicable, the clerk of the bankruptcy court, to maintain an orderly transfer of record keeping functions, shall provide the necessary staff and assistance required for an orderly transfer, and the Company agrees to pay all sums which may become due in connection therewith. Without limiting the foregoing, upon the Company's written request made at any time during the term of this Agreement, Omni shall deliver to the Company and/or the Company's retained professionals at the Company's sole expense any or all of the non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Company.

V. CONFIDENTIALITY

Omni and the Company, on behalf of themselves and on behalf of each and all of their respective Company Parties, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided under this Agreement ("**Confidential Information**"), except if any of such information: (a) is then or thereafter becomes publicly available, other than by breach by the receiving party; (b) is already in the receiving party's possession or known to it and was received from a third party that, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; (c) was independently developed; (d) is lawfully obtained from a third party who, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; or (e) is subject to production or revelation pursuant to an order of any court, governmental agency or other regulatory body, arbitrator or subpoena, it may, upon not less than ten (10) calendar days written notice to the other party, release the required information.

VI. OMNI'S PROPERTY RIGHTS

(a) Subject to Section VIII below, the parties understand and agree that any and all software programs or other materials furnished by Omni pursuant to this Agreement or used by Omni to provide the Services during the term of this Agreement ("**Omni's Property**") are Omni's sole and exclusive property. Without limiting the foregoing, Omni's Property includes data processing programs, specifications, applications, routines, documentation, ideas, concepts, know-how or techniques relating to data processing or Omni's performance of Services. Omni reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time of accessibility, types of terminals and other equipment, and the Omni database serving the Company, so long as any such changes do not materially interfere with ongoing Services provided to the Company in connection with the Company's potential bankruptcy cases.

(b) Subject to Section VIII below, the Company acknowledges and agrees that regardless of any sums it has been charged or has paid to Omni, it obtains no rights or ownership whatsoever in any of Omni's Property and that their use by the Company is limited to enabling Omni to provide the Services hereunder.

VII. BANK ACCOUNTS

At the request of a Company Party, Omni is authorized to establish account(s) with financial institutions in the name of and/or as agent for the Company and to manage such account(s), including to facilitate distributions pursuant to a chapter 11 plan or otherwise.

VIII. COMPANY DATA

(a) Without limiting any other provision of this Agreement, the Company represents and warrants to Omni that when a Company Party provides information to Omni (a) the Company has all necessary authority to disclose it to Omni and that Omni is fully authorized to use it in connection with its performance of the Services; (b) that the information is materially accurate and complete to the best of the Company's knowledge at the time of the Communication; and (c) that Omni has no responsibility whatsoever to verify or otherwise independently confirm the accuracy or completeness of any information, programs, data or instructions it is provided including, without limitation, data it receives in connection with the preparation of the Company's Schedules and SOFAs. The Company agrees that it shall be deemed to have reviewed and approved any and all Schedules and SOFAs which are filed on its behalf.

(b) Without limiting any other provision of this Agreement, the Company understands and agrees that all data, storage media, programs or other materials which are furnished to Omni on its behalf (the "**Company's Data**") may be retained by Omni until full payment has been made to Omni for all of its Services and that it shall remain liable to Omni for all fees and expenses thereafter charged by Omni for maintaining, storing or disposing of any or all of it. Omni agrees that it will dispose of the Company's Data in a manner requested by or acceptable to the Company; provided, however, that if Omni has not provided Services to the Company for a period of ninety (90) days and provides no less than thirty (30) days written notice, Omni may dispose of any or all of the Company's Data in any commercially reasonable at the Company's sole expense. The Company agrees to use commercially reasonable efforts to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information which is provided on its behalf to Omni.

(c) If Omni is retained pursuant to bankruptcy court order, disposal of any of the Company's Data shall comply with any applicable court orders and rules or clerk's office instructions.

IX. NO REPRESENTATIONS OR WARRANTIES

Omni makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting its enforceability to the maximum extent compatible with applicable law.

X. INDEMNIFICATION

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (each, an "**Indemnified Party**," and collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of or related to Omni's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Omni and the Company shall provide notice to the other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the services provided under and pursuant to the Agreement.

(c) The Company's indemnification of Omni hereunder shall exclude Losses resulting from Omni's gross negligence or willful misconduct.

(d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

XI. LIMITATIONS OF LIABILITY

Except as expressly provided herein, Omni's liability to the Company for any Losses, unless due to Omni's gross negligence or willful misconduct, shall be limited to the total amount actually paid to Omni for services provided under and pursuant to this Agreement. Moreover, in no event shall Omni be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the services provided under and pursuant to this Agreement.

XII. GENERAL

(a) Each party acknowledges that authorized person(s) on its behalf have read Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.

(b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) This Agreement may be modified only by a writing duly executed by a Company

Party on behalf of the Company and an officer of Omni.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that either party may assign this Agreement to a wholly-owned subsidiary or affiliate or to an entity which has succeeded to all or substantially all of the business or assets of a party without the other party's consent, provided that the assigning party provides adequate assurance of performance by the proposed assignee.

(e) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

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

(g) The Company will use its best efforts to cooperate with Omni at the Company's facilities if any portion of the Services require Omni's physical presence.

(h) Each party agrees that neither it nor any of its subsidiaries shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of the other party during the term of this Agreement and for a period of six (6) months after termination thereof unless the other party provides prior written consent to such solicitation or retention; provided, however, that the foregoing provisions will not prevent either party from hiring or seeking to hire any such person who responds to general advertising or a general solicitation not targeted to the employees of the other party.

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

(j) The language used in this Agreement will be deemed to be the language chosen by the Company and Omni to express their mutual intent, and no rule of strict construction will be applied against either party.

(k) In the event that any arbitration legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree that the prevailing party is entitled to be paid all of its reasonable attorneys' fees, court costs, and any other expense reasonably related thereto in the amount which may be set by the court or by an arbitrator, whether in the same action or in a separate action brought for the purpose of establishing such amount, in addition to any other relief to which the prevailing party may be entitled.

(l) The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(m) Any dispute arising out of or relating to this Agreement, or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be one arbitrator named in accordance with such rules. The arbitration shall be conducted in the English language in New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, during the pendency of any applicable chapter 11 case(s) of the Company, any disputes related to this Agreement shall be decided by the bankruptcy court with jurisdiction over the chapter 11 case(s).

(n) Omni reserves the right to make changes in operating procedures, operating systems, programming languages, general purpose library programs, application programs, time periods of accessibility, types of terminals and other equipment, and the Omni database serving the Company, so long as any such changes do not materially interfere with ongoing Services provided to the Company in connection with the Company's pending bankruptcy case(s).

(o) All headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

XIII. NOTICING

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Omni:	Omni Agent Solutions, Inc. 5955 De Soto Avenue Suite 100 Woodland Hills, CA 91367 Tel: (818) 906-8300 Attn: Brian K. Osborne, Pres. & CEO Email: Bosborne@omniagnt.com
If to the Company:	Sea Palms Condominium Council of Co-Owners, Inc. P.O. Box 27 Edisto Beach, South Carolina 29438 Attn: Board of Directors

With a copy to: K&L Gates LLP
One Newark Center - 10th Floor
Newark, New Jersey 07102
Attn: Daniel M. Eliades, Esq.
Phone: 973 848 4018
Fax: 973 848 4001
Email: Daniel.Eliades@klgates.com

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

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

OMNI AGENT SOLUTIONS, INC.

By: ________________________________
Name: Paul Deutch
Title: Executive Vice President

Agreed and accepted this ____ day of September 2025

SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS, INC.

DocuSigned by:
Kent Lovett
8C7C83D5241C452... 9/24/2025
Name: Kent Lovett
Title: President

EXHIBIT

"A"

2025 Rate Sheet

Omni AGENT SOLUTIONS

Hourly Rates for Standard and Custom Services*	RATE / COST
Office Services	$50 - $75.00 per hour
Case Administration Services	$80 - $275 per hour
Claims Management	$80 - $275 per hour
Noticing Services	$80 - $275 per hour
Schedules and SOFA Services	$80 - $275 per hour
Solicitation Services	$80 - $295 per hour
Disbursement/Treasury Services	$150 - $295 per hour
Communications Services – Call Center	$75 - $175 per hour
Quality Control/Oversight Management	$150 - $275 per hour
Senior Management/Consulting Services	$225 - $275 per hour
Programming and IT Customization	$95 - $175 per hour

Claims Management	RATE / COST
Inputting Proofs of Claim	Hourly rates (No per claim charges)
Scanning	$.10 per image
Remote Internet access for claims management	
Setup	No charge
Access	No charge

Schedules / SoFA	RATE / COST
Preparation and updating of schedules and SoFAs	$80.00 - $275.00 per hour

Informational Website	RATE / COST
Creation, Configuration and Initial Setup	No charge
Data Entry / Information Updates	Standard hourly rates apply
Programming and Customization	$95 - $175 per hour
Debtor Website Hosting	No charge
Committee Website Hosting	No charge
Shareholder Website Hosting	No charge
Scanning	$0.10 per image

Public Debt and Equities Securities and/Rights Offerings Services	RATE / COST
Noticing Services	Standard hourly rates apply
Solicitation, Balloting and Tabulation	Standard hourly rates apply
Rights Offerings	Standard hourly rates apply
Security Position Identification Reports	Standard hourly rates apply

Liquidating / Disbursing Agent	RATE / COST
Comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations	Standard hourly rates apply

Solicitation and Tabulation	RATE / COST
Plan and disclosure statement mailings	Quoted prior to printing
Ballot tabulation	Standard hourly rates apply

*Additional professional services not covered by this rate structure will be charged at hourly rates, including any outsourced services performed under our supervision and control.

2025 Rate Sheet

Omni AGENT SOLUTIONS

Printing and Noticing Services	RATE / COST
Copy	$.10 per image
Document folding and insertion	No charge
Labels/Envelope printing	$.035 each
MSL E-mail noticing	No charge
High Volume or Certified E-mail Noticing	TBD per volume
Facsímile Noticing	$.10 per image
Postage/Overnight Service	Prevailing rates as required (Advance payment required for postage charges over $10,000)
Envelopes	Varies by size

Newspaper and Legal Notice Publishing	RATE / COST
Coordinate and publish legal notice	Quote prior to publishing

Call Centers / Dedicated Line	RATE / COST
Creation, configuration and initial setup	No charge
Hosting fee	$50.00 per Month
Usage	$.10 per Minute
Call center personnel	Standard Hourly Rates

UST Reporting Compliance	RATE / COST
Assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports	Standard hourly rates apply

Electronic Services, Storage & Security	RATE / COST
License Fee and System Maintenance	.10 per Record
Per image storage	No charge
Monthly Encryption Bandwidth and Security Compliance Charges**	.15 per MB
Automated Services	.20 per process

Virtual Data Rooms	Quote upon request

Miscellaneous	RATE / COST
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	$50.00 per copy

** Charges relate to secure, bidirectional encryption of web-based documents and telephony, as well as secure storage of case records, documents and related files based on volume