CALIFORNIA
CAPITAL & INVESTMENT
GROUP

11/29/2023

Sent Certified Mail & Electronically

To: Office of the City Attorney
City Hall
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Attn: Supervisor, Real Estate Unit
Reference: Oakland Army Base

City of Oakland
City Hall
One Frank H. Ogawa Plaza, 3rd Floor
Oakland, CA 94612
Attn: City Administrator
Reference: Oakland Army Base

RE: Second Notice of Sublease – ITS: Army Base Gateway Redevelopment Project Ground Lease for West Gateway, dated February 16, 2016 ("Ground Lease")

Dear City of Oakland,

In 2018, consistent with Section 12.4 of the Ground Lease, Oakland Bulk & Oversized Terminal, LLC ("OBOT") and Insight Terminal Solutions, LLC ("ITS"), delivered to the City of Oakland ("City") hard an electronic copies of that Army Base Gateway Redevelopment Project Sub-Ground Lease for West Gateway, dated September 24, 2018 ("Sublease"), whereby OBOT subleased to ITS a portion the West Gateway.

Although the City acknowledged receipt of the hard and electronic copies of the Sublease, the City declined to acknowledge the Sublease, claiming that the City had terminated the Ground Lease. On or about November 22, 2023, the Superior Cout of California, Alameda County ("Court") ruled that the City breached the Ground Lease by, inter alia, failing to extend the deadlines for OBOT to perform the Minimum Project and wrongfully attempting to terminate the Ground Lease.

Because the justification used by the City has been ruled invalid, OBOT and ITS once again notify the City of the Sublease and provide to the City the following information:

Consistent with Article 3 of the Ground Lease, ITS will be using its subleased premises to construct and use a ship-to-rail terminal designed for the export of non-containerized goods and import of oversized or overweight cargo, in addition to other potential uses as permitted under the Ground Lease.

Additionally, please find attached the following documents providing background information on ITS:

1. Organization Chart;
2. ITS Amended and Restated Operating Agreement;
3. ITH Amended and Restated Operating Agreement;
4. AWL Operating Agreement;
5. Ridgedale Operating Agreement;
6. Certificate of Registration;
7. Certificate of Status;
8. ITS Oakland Business License;
9. Balance Sheet;
10. Confirmation Order; and
11. Insurance Certificate

Respectfully,

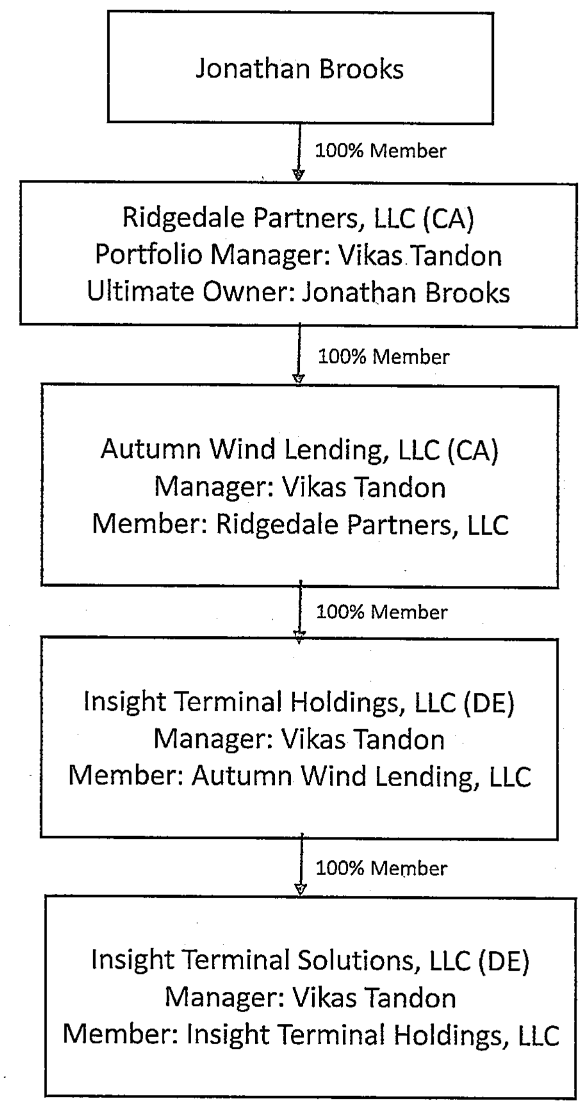
Phil Tagami
President & CEO
California Capital & Investment Group, Inc.
On behalf of Oakland Bulk & Oversized Terminal, LLC

Vikas Tandon
Manager
Insight Terminal Solutions, LLC

CC: Mark McClure
Skyler Sanders
Barry Lee

ATTACHMENT 1

(Org. Chart)


Jonathan Brooks
100% Member
Ridgedale Partners, LLC (CA)
Portfolio Manager: Vikas Tandon
Ultimate Owner: Jonathan Brooks
100% Member
Autumn Wind Lending, LLC (CA)
Manager: Vikas Tandon
Member: Ridgedale Partners, LLC
100% Member
Insight Terminal Holdings, LLC (DE)
Manager: Vikas Tandon
Member: Autumn Wind Lending, LLC
100% Member
Insight Terminal Solutions, LLC (DE)
Manager: Vikas Tandon
Member: Insight Terminal Holdings, LLC

ATTACHMENT 2

(ITS Amended & Restated Operating Agreement)

THIRD AMENDED AND RESTATED
OPERATING AGREEMENT
OF
INSIGHT TERMINAL SOLUTIONS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") of Insight Terminal Solutions, LLC (the "Company") is made effective as of the 1st day of December 2020 ("Effective Date") by its sole member, Insight Terminal Holdings, LLC (the "Member").

WHEREAS:

A. On or about October 19, 2017, the Company was organized as a Delaware limited liability company pursuant to the filing of its Articles of Organization with the Secretary of State.

B. On February 22, 2019, Insight Terminal Holdings, LLC, as sole member of the Company, adopted the Second Amended and Restated Operating Agreement of the Company (the "Second Amended and Restated Operating Agreement").

C. On June 9, 2020, pursuant to the Member's Chapter 11 Plan of Reorganization for the Bankruptcy Estate of Debtor Insight Terminal Solutions, LLC pursuant to Bankruptcy Code Section 1121(c)(2), Vikas Tandon shall be the manager of the Company.

D. The Member desires to enter into this Third Amended and Restated Operating Agreement to amend and restate the Second Amended and Restated Operating Agreement to, among other things, reflect the Member as the sole member of the Company and Vikas Tandon as the manager of the Company.

Now, therefore, the parties hereto agree that the Second Amended and Restated Operating Agreement is hereby amended and restated as follows:

1. FORMATION OF LIMITED LIABILITY COMPANY

1.1 ***Formation of Company.*** On or about October 19, 2017, the Company was organized as a Delaware limited liability company after its Articles of Organization were executed by the organizer and delivered to the Delaware Department of State in accordance with and pursuant to the Act. The operation of the Company shall be governed by the terms of this Agreement and the provisions of the Delaware Limited Liability Company Act hereinafter referred to as the "Act." To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between the Act and this Agreement.

1.2 ***Name; Purpose.*** The name of the Company shall be "Insight Terminal Solutions, LLC." The purpose of the Company is to conduct, perform or engage in any act or business in which a limited liability company is allowed to participate in Delaware and other states that Member shall desire to do so.

1.3 *Registered Office and Registered Agent.* The registered office of the Company shall be 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808, and the registered agent at such office shall be Corporation Service Company. The Member may change the registered office and/or registered agent from time to time.

1.4 *Duration.* The Company will commence business as of the date of filing and will continue in perpetuity unless dissolved and terminated in accordance with Section 8 of this Agreement.

1.5 *Fiscal Year.* The Company's fiscal and tax year shall end December 31.

2. CAPITAL STRUCTURE

2.1 *Units of Membership Interests.* The Company shall have a capital structure consisting of 100 units of one class of membership interests (the "Units"). All Units shall be identical with each other in every respect. The ownership of Units is shown on Exhibit A attached hereto.

2.2 *Membership Interest Certificates.* The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware. Each certificate evidencing Units (each, a "Membership Interest Certificate") shall bear the following legend: "This certificate evidences an interest in Insight Terminal Solutions, LLC and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware."

2.3 *Replacement of Membership Interest Certificates.* The Company shall issue a new Membership Interest Certificate in place of any Membership Interest Certificate previously issued if the holder of the Units represented by such Membership Interest Certificate, as reflected on the books and records of the Company:

(a) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued Membership Interest Certificate has been lost, stolen or destroyed;

(b) requests the issuance of a new Membership Interest Certificate before the Company has notice that such previously issued Membership Interest Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(c) if requested by the Company, indemnifies the Company against any claim that may be made on account of the alleged loss, destruction or theft of the previously issued Membership Interest Certificate; and

(d) satisfies any other reasonable requirements imposed by the Company in connection with the re-issuance of such Membership Interest Certificate.

2.4 *Transfers of Units and Issuance of New Membership Interest Certificates.* Upon the transfer by a Member in accordance with the provisions of this Agreement of any or all

Units represented by a Membership Interest Certificate, the transferor of such Units shall deliver such Membership Interest Certificate, duly endorsed for transfer by the Transferee, to the Company for cancellation, and the Company shall thereupon issue a new Membership Interest Certificate to the transferee for the number of Units being transferred and, if applicable, cause to be issued to the transferor a new Membership Interest Certificate for the number of Units that were represented by the canceled Membership Interest Certificate and that are not being transferred.

3. MEMBERS

3.1 ***Initial Member.*** The Member shall own all 100 Units issued and outstanding as depicted on Exhibit A.

3.2 ***Additional Members.*** One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

4. MANAGEMENT. The Member has chosen Vikas Tandon as the manager for the purposes of managing the Company (the "Manager"). The Manager shall have all rights and privileges of the Member for the purposes of its business, including the execution in the Company name of all instruments for carrying on business in the usual manner, unless otherwise restricted by the Member. The Manager may be considered an officer for the purposes of this Agreement.

5. CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS

5.1 ***Additional Contributions.*** The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

5.2 ***Income and Deductions.*** All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

5.3 ***Distributions.*** The Member shall determine, in the Member's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

6. DUTIES; LIMITATION OF LIABILITY; INDEMNIFICATION AND INSURANCE

6.1 ***Duties of Member and Officers; Limitation of Liability.*** The Member, Manager, and any officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Manager shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or the Manager or participating in the management of the Company. None of the Member, Manager, or officer, by reason of being or having been a Member, Manager, or officer, shall be liable to the Company or to any other Member, Manager, or officer for any loss or damage sustained by the Company or any other Member, Manager, or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, breach of fiduciary responsibility, willful misconduct, or a wrongful taking by that Member, Manager, or officer.

6.2 ***Member Has No Exclusive Duty to Company.*** The Member and the Manager shall not be required to participate in the Company as their sole and exclusive business. The Member and the Manager may have other business interests and may participate in other investments or activities in addition to those relating to the Company.

6.3 ***Indemnification and Insurance.***

(a) Right to Indemnification.

(i) To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys" fees) whatsoever incurred by the Member and/or Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member and/or Manager on behalf of the Company; provided, however, that any indemnity under this Section 6.3(a)(i) shall be provided out of and to the extent of Company assets only, and neither the Member, the Manager, nor any other person shall have any personal liability on account thereof.

(ii) Any person who is or was an officer of the Company and who is or may be a party to any civil or criminal action because of his/her participation in or with the Company, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the Company may be indemnified and held harmless by the Company; provided, however, that any indemnity under this Section 6.3(a)(ii) shall be provided out of and to the extent of Company assets only, and neither the Member, the Manager, nor any other person shall have any personal liability on account thereof.

(b) Insurance. The Member may cause the Company to purchase and maintain insurance for the Company, for its Member and officers, and/or on behalf of any third party or parties whom the Member might determine should be entitled to such insurance coverage.

(c) Effect of Amendment. No amendment, repeal or modification of this Section 5.1 shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

7. PLEDGE, TRANSFER, OR ASSIGNMENT OF MEMBER'S INTEREST.

7.1 ***Pledging of Interests.*** Notwithstanding anything contained herein to the contrary, the Member shall be permitted to pledge, transfer, assign, or hypothecate any or all of its

Units, including, without limitation, all economic rights and privileges, all control rights, authority, and powers, and all status rights as a Member, to any lender to the Company or any affiliate of the Company, or to any agent acting on such lender's behalf, and any transfer of such Units pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, subject to the terms of the financing giving rise to any pledge or hypothecation of Units, the lender (or agent) shall have the right, to the extent set forth in the applicable pledge or hypothecation agreement, and without further approval of any Member and without becoming a Member (unless such lender (or agent) expressly elects in writing to become a Member), to exercise the membership voting rights of the Member granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, to the extent set forth in the applicable pledge or hypothecation agreement, (a) the lender (or agent) shall, if it so elects, become a Member under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a Member under this Agreement without taking any further action on the part of such lender (or agent) and (b) following such exercise of remedies, the pledging Member shall cease to be a Member and shall have no further rights or powers under this Agreement. Notwithstanding anything contained herein to the contrary, no legal opinion shall be required in connection with any pledge or hypothecation of Units, or any transfer or exercise of rights or remedies pursuant hereto. The execution and delivery of this Agreement by the Member shall constitute any necessary approval of Member under the Act to the foregoing provisions of this paragraph.

7.2 ***No Modification of Provisions.*** The foregoing provisions may not be amended or modified so long as any of the Units is subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the Units shall be a third party beneficiary of the provisions of this provision.

8. DISSOLUTION.

8.1 ***Termination of Company.*** The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member or (b) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act. Dissolution of the Company shall be effective upon the date on which the event giving rise to the dissolution occurs, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in this Article. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement. Notwithstanding anything to the contrary in this Agreement, the Company shall not, and the Manager shall not cause or allow the Company to, (i) file for bankruptcy protection as defined under the United States Bankruptcy Code Title 11 United States Code or (ii) dissolve, in each case, unless the Company has first obtained the prior written consent of all holders of Class A Units.

8.2 *Sale of Assets upon Dissolution*. Following the dissolution of the Company, the Company shall be wound up and the Manager shall determine whether some or all of the assets of the Company are to be sold or whether some or all of such assets of the Company are to be distributed to the Member in kind in liquidation of the Company. Upon the completion of the winding up of the Company, the Manager shall file Articles of Dissolution in accordance with the Act.

8.3 *Final Distributions*. Upon the dissolution of the Company, at the Manager's discretion, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows: (a) to the Company creditors, to the extent otherwise permitted by law, in satisfaction of the Company's liabilities, whether by payment or the making of reasonable provision for payment thereof; and (b) thereafter, to Member.

9. TAX MATTERS. As long as the Company has only one member, it is the intention of the Company and the Member that for federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701(c)(ii) and 301.7701-3(b)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

10. RECORDS AND INFORMATION. The Company shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other Company records required to be kept by the Act, and the same shall be subject to inspection at the principal place of business with reasonable request of Member.

11. MISCELLANEOUS PROVISIONS.

11.1 *Amendment*. This Agreement may be modified or amended from time to time only upon the written consent of the Member.

11.2 *Applicable Law*. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

11.3 *Pronouns, Etc*. References to a Member or officer, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

11.4 *Entire Agreement*. This Agreement contains the entire agreement with respect to the subject thereof and supersedes all prior operating agreements.

11.5 *Severability*. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[*Remainder of page intentionally left blank. Signature appears on following page.*]

IN WITNESS WHEREOF, the Member has executed this Third Amended and Restated Operating Agreement as of the Effective Date.

MEMBER

INSIGHT TERMINAL HOLDINGS, LLC

By: Autumn Wind Lending, LLC, its sole member

By: ______________________________
Name: Vikas Tandon
Title: Manager

MANAGER

By: ______________________________
Vikas Tandon

Exhibit A

Units of Membership Interest

Member	Membership Interest
Insight Terminal Holdings, LLC	100 Units

<u>ATTACHMENT 3</u>

(ITH Amended & Restated Operating Agreement))

SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
INSIGHT TERMINAL HOLDINGS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") of Insight Terminal Holdings, LLC (the "Company") is made effective as of the 1st day of December 2020 ("Effective Date") by its sole member, Autumn Wind Lending, LLC (the "Member").

WHEREAS,

A. On or about September 14, 2018, the Company was organized as a Delaware limited liability company pursuant to the filing of its Articles of Organization with the Secretary of State.

B. On February 22, 2019, Sharon A. Siegel, as sole member of the Company, adopted the Amended and Restated Operating Agreement of the Company (the "First Amended and Restated Operating Agreement").

C. On June 9, 2020, pursuant to the Member's Chapter 11 Plan of Reorganization for the Bankruptcy Estate of Debtor Insight Terminal Solutions, LLC pursuant to Bankruptcy Code Section 1121(c)(2), all existing membership interests in the Company were terminated and the Company issued new membership interests to the Member.

D. The Member desires to enter into this Second Amended and Restated Operating Agreement to amended and restate the First Amended and Restated Operating Agreement to, among other things, reflect the Member as the sole member of the Company and Vikas Tandon as the manager of the Company.

Now, therefore, the parties hereto agree that the First Amended and Restated Operating Agreement is hereby amended and restated as follows:

1. FORMATION OF LIMITED LIABILITY COMPANY

1.1 ***Formation of Company***. On or about September 14, 2018, the Company was organized as a Delaware limited liability company after its Articles of Organization were executed by the organizer and delivered to the Delaware Department of State in accordance with and pursuant to the Act. The operation of the Company shall be governed by the terms of this Agreement and the provisions of the Delaware Limited Liability Company Act hereinafter referred to as the "Act." To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between the Act and this Agreement.

1.2 ***Name; Purpose***. The name of the Company shall be "Insight Terminal Holdings, LLC." The purpose of the Company is to conduct, perform or engage in any act or business in which a limited liability company is allowed to participate in Delaware and other states that Member shall desire to do so.

1.3 ***Registered Office and Registered Agent***. The registered office of the Company shall be 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808, and the registered agent at such office shall be Corporation Service Company. The Member may change the registered office and/or registered agent from time to time.

1.4 ***Duration***. The Company will commence business as of the date of filing and will continue in perpetuity unless dissolved and terminated in accordance with Section 8 of this Agreement.

1.5 ***Fiscal Year***. The Company's fiscal and tax year shall end December 31.

2. CAPITAL STRUCTURE

2.1 ***Units of Membership Interests***. The Company shall have a capital structure consisting of 100 units of one class of membership interests (the "Units"). All Units shall be identical with each other in every respect. The ownership of Units is shown on Exhibit A attached hereto.

2.2 ***Ownership of Units***. The ownership of outstanding Units is shown on Exhibit A attached hereto.

2.3 ***Certificates***. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware. Each certificate evidencing Units (each, a "Membership Interest Certificate") shall bear the following legend: "This certificate evidences an interest in Insight Terminal Holdings, LLC and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware."

2.4 ***Replacement of Membership Interest Certificates***. The Company shall issue a new Membership Interest Certificate in place of any Membership Interest Certificate previously issued if the holder of the Units represented by such Membership Interest Certificate, as reflected on the books and records of the Company:

(a) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued Membership Interest Certificate has been lost, stolen or destroyed;

(b) requests the issuance of a new Membership Interest Certificate before the Company has notice that such previously issued Membership Interest Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(c) if requested by the Company, indemnifies the Company against any claim that may be made on account of the alleged loss, destruction or theft of the previously issued Membership Interest Certificate; and

(d) satisfies any other reasonable requirements imposed by the Company in connection with the re-issuance of such Membership Interest Certificate.

2.5 ***Transfers of Units and Issuance of New Membership Interest Certificates***. Upon the transfer by a Member in accordance with the provisions of this Agreement of any or all Units represented by a Membership Interest Certificate, the transferor of such Units shall deliver such Membership Interest Certificate, duly endorsed for transfer by the Transferee, to the Company for cancellation, and the Company shall thereupon issue a new Membership Interest Certificate to the transferee for the number of Units being transferred and, if applicable, cause to be issued to the transferor a new Membership Interest Certificate for the number of Units that were represented by the canceled Membership Interest Certificate and that are not being transferred.

3. MEMBERS

3.1 ***Initial Member***. The initial Member shall own all of the Units.

4. MANAGEMENT.

4.1 ***Manager***. The Member has chosen Vikas Tandon as the manager for the purposes of managing the Company (the "Manager"). Subject to the terms of this Agreement, the Manager shall have all rights and privileges of the Member for the purposes of its business, including the execution in the Company name of all instruments for carrying on business in the usual manner, unless otherwise restricted by the Member. The Manager may be considered an officer for the purposes of this Agreement.

5. CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS

5.1 ***Additional Contributions***. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

5.2 ***Income and Deductions***. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

5.3 ***Distributions***. The Member shall determine, in the Member's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property, provided that the Company shall, to the extent that the Company has cash in excess of its current liabilities and sufficient for reasonable working capital, make distributions to the Member(s) to provide them with funds to pay applicable federal, state and local income tax liabilities (including quarterly estimated income tax liabilities) attributable to Company income allocated to them ("Tax Distribution"). To the extent that the Member(s) receives a Tax Distribution pursuant to this Section 5.3, the amounts otherwise distributable to such Member, or such Member's successor or Transferee shall be reduced by any such Tax Distribution, but only to the extent that such Tax Distribution has not previously been so taken into account. No Tax Distribution shall be due in respect of any gain recognized on the sale of all or substantially all of the Company's assets in connection with the liquidation of the Company.

6. DUTIES; LIMITATION OF LIABILITY; INDEMNIFICATION AND INSURANCE

6.1 ***Duties of Member and Officers; Limitation of Liability***. The Member, the Manager, and any officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Manager shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or the Manager or participating in the management of the Company. None of the Member, the Manager, or any officer, by reason of being or having been a Member, Manager, or officer, shall be liable to the Company or to any other Member, Manager, or officer for any loss or damage sustained by the Company or any other Member, Manager, or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, breach of fiduciary responsibility, willful misconduct, or a wrongful taking by that Member, Manager, or officer.

6.2 ***Member Has No Exclusive Duty to Company***. The Member and the Manager shall not be required to participate in the Company as their sole and exclusive business. The Member may have other business interests and may participate in other investments or activities in addition to those relating to the Company.

6.3 ***Indemnification and Insurance***.

(a) Right to Indemnification.

(i) To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member and the Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member and/or the Manager on behalf of the Company; provided, however, that any indemnity under this Section 6.3(a)(i) shall be provided out of and to the extent of Company assets only, and neither the Member, the Manager nor any other person shall have any personal liability on account thereof.

(ii) Any person who is or was an officer of the Company and who is or may be a party to any civil or criminal action because of his/her participation in or with the Company, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the Company may be indemnified and held harmless by the Company; provided, however, that any indemnity under this Section 6.3(a)(ii) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

(b) ***Insurance***. The Member may cause the Company to purchase and maintain insurance for the Company, for its Member and officers, and/or on behalf of any third party or parties whom the Member might determine should be entitled to such insurance coverage.

(c) ***Effect of Amendment***. No amendment, repeal or modification of this Section 6 shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

7. PLEDGE, TRANSFER, OR ASSIGNMENT OF MEMBER'S INTEREST.

7.1 ***Pledging of Interests***. Notwithstanding anything contained herein to the contrary, the Member shall be permitted to pledge, transfer, assign, or hypothecate any or all of its Units, including, without limitation, all economic rights and privileges, all control rights, authority, and powers, and all status lights as a Member, to any lender to the Company or any affiliate of the Company, or to any agent acting on such lender's behalf, and any transfer of such Units pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, subject to the terms of the financing giving rise to any pledge or hypothecation of Units, the lender (or agent) shall have the right, to the extent set forth in the applicable pledge or hypothecation agreement, and without further approval of any Member and without becoming a Member (unless such lender (or agent) expressly elects in writing to become a Member), to exercise the membership voting rights of the Member granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, to the extent set forth in the applicable pledge or hypothecation agreement, (a) the lender (or agent) shall, if it so elects, become a Member under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a Member under this Agreement without taking any further action on the part of such lender (or agent) and (b) following such exercise of remedies, the pledging Member shall cease to be a Member and shall have no further rights or powers under this Agreement. Notwithstanding anything contained herein to the contrary, no legal opinion shall be required in connection with any pledge or hypothecation of Units, or any transfer or exercise of rights or remedies pursuant hereto. The execution and delivery of this Agreement by the Member shall constitute any necessary approval of Member under the Act to the foregoing provisions of this paragraph.

7.2 ***UCC Article 8***. So long as any pledge or hypothecation of any Units is in effect, the Company shall not elect that its Units become governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction without the prior written consent of all pledgees of such Units or the delivery of any applicable limited liability company certificate or control agreement necessary to perfect each such pledgee's interests in the applicable Units.

7.3 ***No Modification of Provisions***. The forgoing provisions may not be amended or modified so long as any of the Units are subject to a pledge or hypothecation without the pledgee's (or the Transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the Units shall be a third patty beneficiary of the provisions of this provision.

8. DISSOLUTION.

8.1 *Termination of Company*. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member or (b) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act. Dissolution of the Company shall be effective upon the date on which the event giving rise to the dissolution occurs, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in this Article. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement. Notwithstanding anything to the contrary in this Agreement, the Company shall not, and the Manager shall not cause or allow the Company to, (i) file for bankruptcy protection as defined under the United States Bankruptcy Code Title 11 United States Code or (ii) dissolve, in each case, unless the Company has first obtained the prior written consent of all holders of Class A Units.

8.2 *Sale of Assets upon Dissolution*. Following the dissolution of the Company, the Company shall be wound up and the Manager shall determine whether some or all of the assets of the Company are to be sold or whether some or all of such assets of the Company are to be distributed to the Member in kind in liquidation of the Company. Upon the completion of the winding up of the Company, the Manager shall file Articles of Dissolution in accordance with the Act.

8.3 *Final Distributions*. Upon the dissolution of the Company, at the Manager's discretion, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows: (a) to the Company creditors, to the extent otherwise permitted by law, in satisfaction of the Company's liabilities, whether by payment or the making of reasonable provision for payment thereof; and (b) thereafter, to Member.

9. TAX MATTERS. As long as the Company has only one member, it is the intention of the Company and the Member that for federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg.§§ 301.7701(c)(ii) and 301.7701-3(b)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

10. RECORDS AND INFORMATION. The Company shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other Company records required to be kept by the Act, and the same shall be subject to inspection at the principal place of business with reasonable request of Member.

11. MISCELLANEOUS PROVISIONS.

11.1 *Amendment*. This Agreement may be modified or amended from time to time only upon the written consent of the Member.

11.2 *Applicable Law*. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

11.3 *Pronouns, Etc*. References to a Member or officer, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

11.4 *Entire Agreement.* This Agreement contains the entire agreement with respect to the subject thereof and supersedes all prior operating agreements.

11.5 *Severability*. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[*Remainder of page intentionally left blank. Signature appears on following page.*]

IN WITNESS WHEREOF, the Member has executed this Second Amended and Restated Operating Agreement as of the Effective Date.

MEMBER

AUTUMN WIND LENDING, LLC

By: ______________________________
Name: Vikas Tandon
Title: Manager

MANAGER

By: ______________________________
Vikas Tandon

Exhibit A

Units of Membership Interest

Member	**Membership Interest**
Autumn Wind Lending, LLC	100 Units

ATTACHMENT 4

(AWL Operating Agreement)

OPERATING AGREEMENT
FOR AUTUMN WIND LENDING, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

This OPERATING AGREEMENT, dated as of September 13, 2018 (the "Agreement") for Autumn Wind Lending, LLC a California limited liability company (the "Company"), is made by and between Ridgedale Partners LLC (the "Member") and Vikas Tandon, as the initial Manager of the Company.

On September 13, 2018, Articles of Organization for the Company were filed with the California Secretary of State under the California Revised Uniform Limited Liability Company Act, as amended (the "Act").

The Member and the Manager desire to enter into, adopt and approve this Agreement as the operating agreement for the Company. Accordingly, in consideration of the mutual promises made herein, the Manager and Member agree as follows:

1. **Name.** The name of the Company shall be "Autumn Wind Lending, LLC."

2. **Purpose.** The purpose of the Company is to engage in any lawful activity for which a limited liability company may be organized under the Act.

3. **Members.** The Member's name and address shall be as reflected in the Company's books and records.

4. **Management of the Company.** The Manager ("Manager") shall manage the business and affairs of the Company. A Manager shall serve until he resigns as such or until the Member removes him as the Manager and replaces him with another Manager. The Manager initially shall be Vikas Tandon. The Manager shall have the exclusive power and authority, on behalf of the Company, to take any action of any kind not inconsistent with this Agreement and to do anything and everything he deems necessary or appropriate to carry on the business and purposes of the Company. The Manager is, to the extent of his rights and powers set forth in this Agreement, an agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such rights and powers shall bind the Company.

5. **No Admission of Additional or Substitute Members.** The Manager may not, without the consent of the Member, admit to the Company an additional or substitute Member.

6. **Capital Contributions.**

(a) **Initial Capital Contributions.** Each Member has contributed to the Company the amount set forth in the books and records of the Company.

(b) **Additional Capital Contributions.** No Member shall be required to make any additional capital contributions to the Company. If the Manager approves, the Member may from time to time make additional capital contributions to the Company in aggregate amounts and on terms and conditions the Manager deems appropriate.

7. **Distributions.** Distributions shall be made to the Member at the times, proportions and in the aggregate amounts determined by the Manager.

8. **Limited Liability of the Members.** Except as required under the Act or as expressly set forth in this Agreement, the debts, duties, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, duties, obligations and liabilities of the Company, and no Member, Manager or officer of the Company shall be personally liable for any debt, duty, obligation or liability of the Company solely by reason of being a Member, Manager or officer of the Company.

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement as of the date first set forth above.

MANAGER:

____
Vikas Tandon

MEMBER:

Ridgedale Partners, LLC

By: ______________________________
Print Name: Stephen Kafka
Print Title: Manager

ATTACHMENT 5

(Ridgedale Operating Agreement)

OPERATING AGREEMENT
FOR
RIDGEDALE PARTNERS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

This OPERATING AGREEMENT, dated as of December 19, 2016 (the "Agreement") for Ridgedale Partners, LLC, a California limited liability company (the "Company"), is made by and between PENSCO Trust Company Custodian FBO Jonathan M. Brooks IRA (the "Member") and Stephen Kafka, as the initial Manager of the Company.

On December 19, 2016, Articles of Organization for the Company were filed with the California Secretary of State under the California Revised Uniform Limited Liability Company Act, as amended (the "Act").

The Member and the Manager desire to enter into, adopt and approve this Agreement as the operating agreement for the Company. Accordingly, in consideration of the mutual promises made herein, the Manager and Member agree as follows:

1. Name. The name of the Company shall be "Ridgedale Partners, LLC."

2. Purpose. The purpose of the Company is to engage in any lawful activity for which a limited liability company may be organized under the Act.

3. Members. The Member's name and address shall be as reflected in the Company's books and records.

4. Management of the Company. The Manager ("Manager") shall manage the business and affairs of the Company. A Manager shall serve as such until he resigns as such or until the Member removes him as the Manager and replaces him with another Manager. The Manager initially shall be Stephen Kafka. The Manager shall have the exclusive power and authority, on behalf of the Company, to take any action of any kind not inconsistent with this Agreement and to do anything and everything he deems necessary or appropriate to carry on the business and purposes of the Company. The Manager is, to the extent of his rights and powers set forth in this Agreement, an agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such rights and powers shall bind the Company. The Member shall have no right to participate in the conduct of the business of the Company or to remove the Manager, except as expressly provided herein, as required under the Act or as the Manager authorizes.

5. No Admission of Additional or Substitute Members. The Manager may not, without the consent of the Member, admit to the Company an additional or substitute Member.

6. Capital Contributions.

(a) Initial Capital Contributions. Each Member has contributed to the Company the amount set forth in the books and records of the Company.

(b) Additional Capital Contributions. No Member shall be required to make any additional capital contributions to the Company. If the Manager approves, the Member may from time to time make additional capital contributions to the Company in aggregate amounts and on terms and conditions the Manager deems appropriate.

7. Distributions. Distributions shall be made to the Member at the times, proportions and in the aggregate amounts determined by the Manager.

8. Limited Liability of the Members. Except as required under the Act or as expressly set forth in this Agreement, the debts, duties, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, duties, obligations and liabilities of the Company, and no Member, Manager or officer of the Company shall be personally liable for any debt, duty, obligation or liability of the Company solely by reason of being a Member, Manager or officer of the Company.

9. Special Advisor; Prohibited Transactions

(a) Special Advisor. The Company shall engage and maintain at all times an unrelated special advisor (the "Special Advisor") to be consulted with respect to any proposed exchange, transfer, provision of goods and services, purchase, sale, income allocation, or other transaction involving the Company or its assets for the purposes of determining whether, with respect to any investing IRA or plan subject to Section 4975 of the Internal Revenue Code of 1986 (the "Code"), the transaction may be a "prohibited transaction" or "listed transaction," may generate "unrelated business taxable income" or "unrelated debt-financed income," or may violate any requirement of Section 401 or 408 of the Code. The Special Advisor shall be a duly licensed certified public accountant or attorney in good standing who is knowledgeable in the foregoing matters.

(b) Removal/Replacement of Special Advisor. The Manager shall have the authority to appoint, remove and replace the Special Advisor. Upon the termination of any Special Advisor, for so long as PENSCO Trust Company ("PENSCO") holds Interests in the Company for the benefit of the Jonathan M. Brooks IRA, the Company shall promptly notify PENSCO's Vice President of Compliance, or other officer of PENSCO acceptable to PENSCO, of such termination and submit to PENSCO a new Special Advisor Engagement and Representation Letter naming a replacement Special Advisor. The Company shall not engage in any transaction outlined in Section 9(a) above until a replacement Special Advisor has been appointed.

(c) <u>No Prohibited Transactions</u>. Notwithstanding any other provision of this Agreement, no action shall be required of or be taken by any Member, Manager or the Company, and no provision of this Agreement shall be deemed or interpreted to permit any action by any Member, Manager or the Company, that would constitute a non-exempt prohibited transaction described in Code Section 4975, or a pledging described in Code Section 408(e)(4), and any such action taken shall be void from its beginning.

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement as of the date first set forth above.

MANAGER:

Stephen Kafka

Stephen Kafka

MEMBER:

PENSCO Trust Company FBO Jonathan M. Brooks IRA

By:

Print Name: Jonathan Brooks

Print Title: Beneficial Owner

PENSCO Trust Company
By: Chris Rains
Its: Authorized Signatory
01-13-17

7869962.v1

PLEASE REGISTER AS FOLLOWS:
PENSCO Trust Company LLC Custodian
FBO: Jonathan M. Brooks IRA
P.O. Box 173859
Denver, CO 80217
Tax ID: 02-0526633
E-mail: assetmaintenance@pensco.com, Phone: 800-962-4238

Registered Owner

PENSCO Trust Company Board Resolution

I, Chris Radich, being duly constituted Secretary of the PENSCO Trust Company LLC (the "Company"), a non-depository trust company in limited liability company form, organized and existing under, and by virtue of the Laws of the State of Colorado, hereby certify that effective on the 2nd of May, 2016, by consent of the Board of Managers, the following resolution was duly adopted and that the same has not been repealed and amended, and remains in full force and effect, and does not conflict with the Charter, Limited Liability Company Agreement and Operating Procedures, or rules and regulations of said organization.

RESOLVED, that each of the individuals set forth in **Exhibit "A"**, are hereby authorized and empowered to purchase, transfer, endorse, sell, assign, borrow, set over and deliver any and all shares of stocks, bonds, debentures, proxies, annuities, certificate of deposits, limited partnerships or other securities, and real-estate holdings now or hereafter standing in the name of the Company for the benefit of clients or their beneficiaries in its name, a dba or any nominee name and to make, execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred. Assets held on behalf of account owners of the Company have historically been, and may currently remain, registered in one or more of the following names: PENSCO Pension Services, PENSCO Trust Company, Lincoln Trust Company, IMS & Co, Trustlynx & Co, NTC & Co, FTC & Co, 1st & Co, Fiserv ISS & Co, FI & Co, FIACO & Co., CRS & Co., Retirement Accounts & Co., Retirement Accounts, Inc. and Resources Trust Company. Assets newly purchased on behalf of account owners of the Company are generally registered in the name of the Company or in the nominee name of NTC & Co.

I hereby certify that the above resolution is in full force and effect this 13th day of Jan., 2017, and that the signatures on *Exhibit A* are true and accurate signatures of the persons authorized to sign securities on behalf of the Company.

(SEAL) Chr Radich

Chris Radich
Chief Risk Officer and Secretary

EXHIBIT "A"

Kelly Rodriques, CEO	Mark Lee, COO	Chris Radich, VP, CRO	Jim Weinberg, VP
Amy Wong, VP	Elizabeth Alexander, Director of Operations	Anderson, Elpidia "Liz"	Blyth, Jon
Brauchler, Eric	Coles, Jackie	Doyne, Sharon	Fausett, Michelle
Fehr, Aaron	Fong, Deanna	Grimes, Laura	Irions, Sean
Kelley, Carolyn	LeBlanc, Markus	Leister, Doug	Ngiraimau, Barbara
Nguyen, Karla	Novella, Francis	Oliver, Joanne	Pelekidis, Dimetra
Rains, Chris	Shanahan, Chris	Shaw, Dan	Stevens, Valerie
Wade, Greg	Wieland, Carey	Young, Petal	

ATTACHMENT 6

(Certificate of Registration)

State of California
Secretary of State

CERTIFICATE OF REGISTRATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That on the **12th** day of **September, 2018, INSIGHT TERMINAL SOLUTIONS, LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of **Delaware** as **INSIGHT TERMINAL SOLUTIONS, LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, subject, however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 13, 2018.

ALEX PADILLA
Secretary of State

tej

NP-25 (REV 03/2018)

201825510292

Secretary of State

Application to Register a Foreign Limited Liability Company (LLC)

LLC-5

IMPORTANT — Read instructions before completing this form.

Must be submitted with a current Certificate of Good Standing issued by the government agency where the LLC was formed. See instructions.

Filing Fee – **$70.00**

Copy Fees – First page $1.00; each attachment page $0.50; Certification Fee - $5.00

Note: Registered LLCs in California may have to pay minimum $800 tax to the California Franchise Tax Board each year. For more information, go to https://www.ftb.ca.gov.

FILED
Secretary of State
State of California
SEP 12 2018

lcc

This Space For Office Use Only

1a. LLC Name (Enter the exact name of the LLC as listed on your attached Certificate of Good Standing.)

Insight Terminal Solutions, LLC

1b. California Alternate Name, If Required (See Instructions – Only enter an alternate name if the LLC name in 1a not available in California.)

2. LLC History (See Instructions – Ensure that the formation date and jurisdiction match the attached Certificate of Good Standing.)

a. Date LLC was formed in home jurisdiction (MM/DD/YYYY)	b. Jurisdiction (State, foreign country or place where this LLC is formed.)
10 / 19 / 2017	Delaware

c. Authority Statement (Do not alter Authority Statement)

This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2b.

3. Business Addresses (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

Address	City (no abbreviations)	State	Zip Code
a. Street Address of Principal Executive Office - Do not enter a P.O. Box: 9301 Dayflower Street	Prospect	KY	40059
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box		CA	
c. Mailing Address of Principal Executive Office, if different than item 3a			

4. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION – Complete Item 4c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 4a or 4b

Capitol Corporate Services, Inc.

5. Read and Sign Below (See Instructions. Title not required.)

I am authorized to sign on behalf of the foreign LLC.

JSiegel
Signature

John J. Siegel, Jr.
Type or Print Name

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSIGHT TERMINAL SOLUTIONS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF SEPTEMBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSIGHT TERMINAL SOLUTIONS, LLC" WAS FORMED ON THE NINETEENTH DAY OF OCTOBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

SECRETARY'S OFFICE DELAWARE

6582433 8300

SR# 20186614436

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203405549

Date: 09-12-18

20182551029 2

I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office

SEP 13 2018

Date:

ALEX PADILLA, Secretary of State

ATTACHMENT 7

(Certificate of Status)

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	INSIGHT TERMINAL SOLUTIONS, LLC
Entity No.:	201825510292
Registration Date:	09/12/2018
Entity Type:	Limited Liability Company - Out of State
Formed In:	DELAWARE
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 15, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 159276126

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

ATTACHMENT 8

(ITS Oakland Business License)

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER
00237610

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA: INSIGHT TERMINAL SOLUTIONS LLC

BUSINESS LOCATION: 375 BURMA RD
OAKLAND, CA 94607-1015

BUSINESS TYPE: O3 Rental - Commercial Property

EXPIRATION DATE
12/31/2023

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

INSIGHT TERMINAL SOLUTIONS LLC
205 S MARTEL AVE
LOS ANGELES, CA 90036-2711

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

ATTACHMENT 9

(Balance Sheet)

JMB Capital Partners Masterfund, LP
Balance Sheet
As of September 30, 2023

		Sep 30, 23
ASSETS		
Current Assets		
Checking/Savings		36,290.83
Total Current Assets		36,290.83
Other Assets		
BTIG		
Cash & Cash Equivalents	72,558,245.87	
Dividend Receivable	19,000.00	
Equities	3,194,280.98	
CEC Away Position	39,447,972.00	
Total BTIG		115,219,498.85
Fidelity		39.87
Investments		
JMB Capital Partners Lending, L	100,372,350.56	
Centerview Capital	808,012.00	
Total Investments		101,180,362.56
Total Other Assets		216,399,901.28
TOTAL ASSETS		**216,436,192.11**
LIABILITIES & EQUITY		
Equity		216,436,192.11
TOTAL LIABILITIES & EQUITY		**216,436,192.11**

ATTACHMENT 10

(Confirmation Order)

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In re: INSIGHT TERMINAL SOLUTIONS, LLC et al.[1] Debtors.	Chapter 11 Case No. 19-32231 (Jointly Administered) Judge Joan A. Lloyd

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING AUTUMN WIND LENDING, LLC'S CHAPTER 11 PLAN OF REORGANIZATION FOR THE BANKRUPTCY ESTATE OF DEBTOR INSIGHT TERMINAL SOLUTIONS, LLC PURSUANT TO BANKRUPTCY CODE SECTION 1121(c)(2)

Autumn Wind Lending, LLC's Chapter 11 Plan of Reorganization for the Bankruptcy Estate of Debtor Insight Terminal Solutions, LLC Pursuant to Bankruptcy Code Section 1121(c)(2) [Docket No. 245] (as modified, amended, or supplemented from time to time, the "Plan"), having been filed with the Bankruptcy Court by Autumn Wind Lending, LLC ("AWL"); and the *Disclosure Statement for Autumn Wind Lending, LLC's Chapter 11 Plan of Reorganization for the Bankruptcy Estate of Debtor Insight Terminal Solutions, LLC Pursuant to Bankruptcy Code Section 1121(c)(2)* [Docket No. 245-1] (as modified, amended, or supplemented from time to time, the "Disclosure Statement"), having been filed with this Court; and the Disclosure Statement, and appropriate ballots for voting on the Plan having been approved, and transmitted to Holders[2] of Claims against the Debtor, pursuant to that certain order approving the Disclosure Statement as

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[1] The Debtors in these chapter 11 cases are Insight Terminal Solutions, LLC (Case No. 19-32231) and Insight Terminal Holdings, LLC (Case No. 19-32232). The Court has ordered the joint administration of these chapter 11 cases. The docket in this Case No. 19-32231 should be consulted for all matters affecting the above listed cases.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Bankruptcy Code (*each as defined herein*), as applicable. The rules of construction set forth in Article 1.B. of the Plan apply.

containing "adequate information" within the meaning of section 1125 of tile 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), and authorizing the service and solicitation of acceptances and rejections of the Plan, establishing related deadlines and procedures, and setting August 11, 2020 as the Confirmation Hearing (the "Disclosure Statement Order") [Docket No. 255]; and the Plan Supplement having been filed on July 27, 2020 [Docket No. 265]; and the affidavits of service filed in respect of the Disclosure Statement Order, the Disclosure Statement, the Plan and the Confirmation Hearing Notice ("Affidavits of Service") each having been filed; and the Debtors having filed the Debtors' *Memorandum of Law in Support of Autumn Wind Lending, LLC's Chapter 11 Plan of Reorganization for the Bankruptcy Estate of Debtor Insight Terminal Solutions, LLC Pursuant to Bankruptcy Code Section 1121(c)(2)* [Docket No. 319] (the "Confirmation Memorandum"; and the *Declaration of Robert M. Hirsh Regarding Analysis of Ballots for Accepting or Rejecting Autumn Wind Lending, LLC's Chapter 11 Plan of Reorganization for the Bankruptcy Estate of Debtor Insight Terminal Solutions, LLC Pursuant to Bankruptcy Code Section 1121(c)(2)* [Docket No. 346] (the "Voting Report") having been filed with this Court prior to the Confirmation Hearing which was adjourned by the Court, pursuant to an order entered on October 20, 2020 [Docket No. 362], to November 3 and 4, 2020 (the "Confirmation Hearing") after due and sufficient notice was given to Holders of Claims against, and Equity Interests in, the Debtor and other parties-in-interest in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the local rules of the Court (the "Local Rules"), in each case as established by the affidavits of service filed with this Court prior to the Confirmation Hearing (collectively, the "Notice Affidavit"); and upon all of the proceedings held before this Court and after full consideration of: (i) each of the objections to the Confirmation of the Plan filed with this

Court and not subsequently withdrawn, settled, or deemed moot (the "Objections"); (ii) the Plan Supplement; (iii) the Confirmation Memorandum; (iv) the Voting Report; (v) testimony proffered or presented in support of Confirmation; (vi) the declarations and/or affidavits filed with this Court; and (vii) all other documents comprising the record in these cases, the arguments and representations of counsel, and the evidence proffered and/or adduced in support of Confirmation; and after due deliberation thereon; and good cause appearing therefor; the Court makes and issues the following findings of fact, conclusions of law, and Order.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. On July 17, 2019 (the "Petition Date"), each of the Debtors filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing these cases (the "Chapter 11 Cases"). The Debtors continue to manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. These Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Bankruptcy Rules.

C. Venue, Core Proceeding; Exclusive Jurisdiction. On the Petition Date, the Debtors commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors were qualified and are qualified to be debtors under section 109(d) of the Bankruptcy Code. Venue was proper as of the Petition Date and continues to be proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334, and the Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

D. JUDICIAL NOTICE. The Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, and the transcripts of, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during these Chapter 11 Cases.

E. BURDEN OF PROOF. AWL, as proponent of the Plan, has the burden of proving the elements under sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence, and has met that burden as further found and determined herein.

F. SOLICITATION AND NOTICE. On July 9, 2020, the Court entered the Disclosure Statement Order. The Disclosure Statement Order, among other things, approved the Disclosure Statement as containing "adequate information" of a kind and in sufficient detail to enable hypothetical, reasonable investors typical of the Debtors' creditors to make an informed judgment whether to accept or reject the Plan. Pursuant to the Disclosure Statement Order, the Debtors served the Notice of the Confirmation Hearing (as defined in the Disclosure Statement Order), Plan, Disclosure Statement, and a ballot (collectively, the "Plan Packages") upon: (i) all scheduled Holders of Claims against the Debtor, and (ii) those parties that requested service under Bankruptcy Rule 2002. The Plan Packages were served in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order. As described in the Disclosure Statement Order, and as evidenced by the Voting Report, and the certificates of service filed in connection therewith, (i) the service of the Plan Packages was adequate and sufficient under the circumstances of these Chapter 11 Cases; and (ii) adequate and sufficient notice of the Confirmation Hearing and other requirements, deadlines, hearings, and matters described in the Disclosure Statement Order was timely provided in compliance with the Bankruptcy Code and

Bankruptcy Rules, and provided due process and an opportunity to appear and be heard to all parties-in-interest.

G. VOTING. The Disclosure Statement Order fixed August 4, 2020, at 4:00 p.m. (EDT) as the Ballot Receipt Deadline. Votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement, and Disclosure Statement Order. As set forth in the Voting Report, the Plan has been accepted, within the meaning of section 1126(c) of the Bankruptcy Code, by Class 2, which is impaired and entitled to vote on the Plan. Classes 1 and 3 are unimpaired and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are, therefore, not entitled to vote. Classes 4 and 5 receive no distribution under the Plan and are, therefore, conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code (the "Deemed Rejecting Classes").

H. PLAN SUPPLEMENT. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of the documents included in the Plan Supplement are adequate and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and the facts and circumstances of the Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, compliance with the Bankruptcy Code and the Bankruptcy Rules, AWL reserves the right to alter, amend, update, or modify the Plan Supplement before the Effective Date.

I. SATISFACTION OF CONFIRMATION REQUIREMENTS. The Plan satisfies the requirements for confirmation set forth in sections 1129(a) and (b) of the Bankruptcy Code, as set forth below:

(a) 11 U.S.C. § 1129(a)(1): The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code.

(i) 11 U.S.C. § 1122: Each Claim or Equity Interest placed in a particular Class under the Plan is substantially similar to the other claims or interests in that Class. In addition, valid business, legal, and factual reasons exist for the separate classification of each of the classes of Claims and Equity Interests created under the Plan, and there is no unfair discrimination between or among holders of Claims and Interests.

(ii) 11 U.S.C. § 1123: Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Articles II and III of the Plan classify Claims and Interests into five (5) different Classes (except for Administrative Claims, Priority Tax Claims, United States Trustee statutory fees, and Other Priority Claims that are not classified). Pursuant to sections 1123(a)(2) and 1123(a)(3) of the Bankruptcy Code, Article III of the Plan specifies all Claims and Interests that are not impaired and specifies the treatment of all Claims and Interests that are impaired. Article III identifies Classes 1 and 3 as unimpaired, and identifies Classes 2, 4, and 5 as impaired. Pursuant to section 1123(a)(4) of the Bankruptcy Code, the Plan also provides the same treatment for each Claim or Interest within a particular Class. Pursuant to section 1125(a)(5) of the Bankruptcy Code, the Plan provides adequate means for the Plan's implementation, as set forth in Article VI of the Plan. AWL will have, immediately upon the effectiveness of the Plan, sufficient cash available to make all payments that are required to be made on the Effective Date pursuant to the terms of the Plan.

(b) 11 U.S.C. § 1129(a)(2): As required by 11 U.S.C. § 1129(a)(2) of the Bankruptcy Code, AWL, as proponent of the Plan, has complied with all applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. §§ 1125 and 1126 and Bankruptcy Rules 3017, 3018 and 3019. In particular, the solicitation of votes to accept or reject the Plan was (i) in compliance with all applicable non-bankruptcy laws, rules, and regulations governing the adequacy of disclosure in connection with such solicitation, and (ii) solicited after disclosure to Holders of Claims and Interests. AWL has further complied with all the provisions of the Bankruptcy Code and the Bankruptcy Rules governing notice of the

Confirmation Hearing, approval of the Disclosure Statement and all other matters considered by the Court in the Chapter 11 Cases. The record in the Chapter 11 Cases further discloses that AWL complied, in good faith, with the orders of the Court entered during the pendency of the case and that AWL has not violated any such orders.

(c) 11 U.S.C. § 1129(a)(3): AWL proposed the Plan in good faith and not by any means forbidden by law. No person filed a valid objection to confirmation of the Plan on the grounds that the Plan was not proposed in good faith or by any means forbidden by law. Accordingly, pursuant to Bankruptcy Rule 3020(b)(2), the Court may determine compliance with section 1129(a)(3) of the Bankruptcy Code without receiving evidence on such issues. The Court has examined the totality of the circumstances surrounding the formulation of the Plan and the evidence submitted in connection with the Confirmation Hearing. The Plan is in the best interests of Holders of Claims, as evidenced by acceptance, or payment or full, of all Allowed Claims, except Subordinated Claims. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtor's Estate and to effectuate a distribution of such value to Creditors. Further, based on the evidentiary record adduced at the Confirmation Hearing and the Court's findings and conclusions based thereon, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of section 5 of the Securities Act of 1933 (15 U.S.C. § 77(e), as amended). Accordingly, the provisions of section 1129(d) of the Bankruptcy Code are met. Therefore, the Plan has been proposed in good faith, as such term is used in section 1129(a)(3) of the Bankruptcy Code.

(d) 11 U.S.C. § 1129(a)(4): The Plan appropriately provides for Court approval of all payments for services in connection with the Debtor's Chapter 11 Case and therefore satisfies section 1129(a)(4) of the Bankruptcy Code.

(e) 11 U.S.C § 1129(a)(5): The Plan provides for, upon the Effective Date, that the Debtor's members, managers, and officers shall be deemed to have resigned and shall be replaced by the new member and the new non-member manager. The Plan provides that Vikas Tandon will serve as the sole New Non-Member Manager and that AWL will be the sole member of the Reorganized Debtor. Accordingly, AWL satisfied the requirements of this provision.

(f) 11 U.S.C. § 1129(a)(6): No governmental regulatory commission has jurisdiction over the rates of the Debtor or Reorganized Debtor. Section 1129(a)(6) is inapplicable to confirmation of the Plan.

(g) 11 U.S.C. § 1129(a)(7): With respect to each Impaired Class of Claims or Interests of the Debtor, each Holder of a Claim or Interest in such Class has accepted the Plan or will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such Holder would receive or retain if the Debtor was liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. A conversion of the Chapter 11 Cases to chapter 7 would likely be accompanied by a decrease in the amount of recovery that Holders of Allowed Claims would receive on account of their claims as a result of the elimination of the Cash Contribution, as well as the accrual of commissions and additional administrative fees and expenses during a chapter 7 case. Further, a chapter 7 liquidation would result in delay in distributions to Holders of Allowed Claims. Thus, the Plan provides a superior recovery to each Holder of a Claim or Interest than conversion of the Debtor's Chapter 11 Case, and accordingly, the Plan is in the best interests of Holders of Claims or Interests under section 1129(a)(7) of the Bankruptcy Code.

(h) 11 U.S.C. § 1129(a)(8) / 11 U.S.C. § 1129(b): Classes 1 and 3 are Unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Nevertheless, because the Plan has not been accepted by the Deemed Rejecting Classes, the Debtors seek confirmation under section 1129(b), solely with respect to the Deemed Rejecting Classes, rather than section 1129(a)(8) of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with respect to the Deemed Rejecting Classes, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Classes and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below. As a result, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

(i) 11 U.S.C. § 1129(a)(9): The treatment of Allowed Administrative Claims, Allowed Professional Fee Claims, and Allowed Priority Tax Claims, under Article II of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

(j) 11 U.S.C. § 1129(a)(10): The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Report, the Voting Classes voted to accept the Plan by the requisite numbers and amounts of Claims, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), specified under the Bankruptcy Code.

(k) 11 U.S.C. § 1129(a)(11): The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by AWL at or before the Confirmation Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; and (d) establishes that AWL will have sufficient funds available to meet its obligations under the Plan.

(l) 11 U.S.C. § 1129(a)(12): The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article IX.E of the Plan provides for the payment of all fees due and payable under 28 U.S.C. § 1930 by AWL or the Reorganized Debtor, as applicable.

(m) 11 U.S.C. § 1129(a)(13): The requirements of section 1129(a)(13) of the Bankruptcy Code are not applicable to the Plan because the Debtor is not obligated to fund any retiree benefits within the meaning of this statute.

(n) 11 U.S.C. § 1129(a)(14) and (15): These statutes apply only to individual debtors and thus are inapplicable to confirmation of the Plan.

(o) 11 U.S.C. § 1129(a)(16): The requirements of section 1129(a)(16) of the Bankruptcy Code are not applicable to confirmation of the Plan because the Debtor is not a nonprofit entity or trust.

(p) "Cram Down" Requirements – Section 1129(b)(1) and (2): The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that the Deemed Rejecting Classes have not accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. First, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. Second, the Plan is fair and equitable with respect to the Deemed Rejecting Classes. The Plan has been prepared in good faith, is reasonable, and meets the requirements that no Holder of any Claim or Interest that is junior to each such Claim will receive or retain any property under the Plan on account of such junior Claim or Interest, and no Holder of a Claim or Interest in a Class senior to such Classes is receiving more than payment in full on account of its Claim or Interest. Accordingly, the Plan is fair and equitable towards all Holders of Claims and Interests in the Deemed Rejecting Classes. Third, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Classes because similarly situated Claim and Interest Holders will receive substantially similar treatment on account of their Claims or Interests, as applicable, in such class. Therefore, the Plan may be confirmed despite the fact that not all impaired Classes have voted to accept the Plan.

(q) 11 U.S.C. § 1129(c): The Plan is the only plan filed in these Chapter 11 Cases that satisfies sections 1129(a) and (b) and, accordingly, section 1129(c) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

(r) 11 U.S.C. § 1129(d): The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933.

(s) 11 U.S.C. § 1129(e): The Chapter 11 Cases are not small business cases and, accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

(t) 11 U.S.C. § 1125(e): AWL has acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of its respective activities relating to support and consummation of the Plan, including the solicitation and receipt of acceptances of the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

J. SATISFACTION OF CONFIRMATION REQUIREMENTS. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

K. LIKELIHOOD OF SATISFACTION OF CONDITIONS PRECEDENT TO THE EFFECTIVE DATE. Each of the conditions precedent to the Effective Date, as set forth in Article VIII of the Plan, has been or is reasonably likely to be satisfied or, as applicable, waived in accordance with Article VIII of the Plan.

L. IMPLEMENTATION. All documents necessary to implement the transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's length, are in the best interests of the Debtor's Estate, and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and shall not be in conflict with any federal, state, or local law. AWL and the Reorganized Debtor are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

M. EXECUTORY CONTRACTS AND UNEXPIRED LEASES. AWL's and the Reorganized Debtor's decision to assume and to reject certain Executory Contracts or Unexpired Leases, as provided in Article IV of the Plan and in the Plan Supplement, are reasonable exercises of AWL's and the Reorganized Debtor's business judgment. AWL and the Reorganized Debtor have demonstrated adequate assurance of future performance of the Executory Contracts and Unexpired Leases within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

N. GOOD FAITH. AWL, the Released Parties, and the Releasing Parties have been and will be acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed by this Confirmation Order.

ORDER

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT HEREBY IS ORDERED THAT:

1. **FINDINGS OF FACT AND CONCLUSIONS OF LAW.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

2. **SOLICITATION.** To the extent applicable, the solicitation of votes on the Plan complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other provisions of the Bankruptcy Code, and all other applicable rules, laws, and regulations, and was appropriate and satisfactory and is approved in all respects.

3. **BALLOTS.** The forms of ballots are in compliance with Bankruptcy Rule 3018(c), the Disclosure Statement Order, and the Bankruptcy Code.

4. **NOTICE OF CONFIRMATION HEARING.** The Notice of Confirmation Hearing was appropriate and satisfactory and is approved in all respects, and was in compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

5. **Confirmation.** The Plan and all exhibits thereto, including, without limitation, the documents contained in the Plan Supplement, are approved in their entirety and confirmed under section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order.

6. **Objections.** Any objections to confirmation of the Plan that have not been withdrawn or resolved by stipulation are hereby overruled.

a. **Satisfaction of Bay Bridge Claims.** On the Effective Date, AWL shall pay Bay Bridge Exports, LLC ("Bay Bridge"), in Cash, in satisfaction of all of Bay Bridge's Claims, Interests, and objections, all amounts due to Bay Bridge by the Debtors pursuant to the Court's order allowing the Debtors to borrow post-petition financing, which appear as Docket Numbers 102, 108, 167, 173, and 238, in the agreed upon amount of $2,143,463.89, as of October 30, 2020, with an additional *per diem* of $522.30.

b. **Agreement with OBOT.** On the Effective Date, AWL shall pay Oakland Bulk and Oversized Terminal, LLC ("OBOT"), in Cash, the amount of $4,800,000.00, representing, as agreed upon by OBOT and AWL, the amount necessary for AWL to assume the Army Gateway Redevelopment Sublease for West Gateway dated as of September 24, 2018, between OBOT, as sub-landlord, and ITS, as subtenant (the "Sublease"), and which amount will be applied towards the outstanding Rent amounts as set forth in that certain Notice of Unmatured Event of Default, dated October 5, 2020. OBOT reserves the right to receive payment of additional Rent that has come due under the Sublease, including, without limitation, the Base

Rent (both Master Lease and Sublease) which OBOT (without waiving) has not invoiced for given the dispute with the City of Oakland, such reserved amounts to be determined subsequent to the assumption of the Sublease by the Reorganized Debtor.

7. **Provisions Of Plan And Order Non-Severable And Mutually Dependent**. The provisions of the Plan and this Order, including the findings of fact and conclusions of law set forth herein, are (a) non-severable and mutually dependent; (b) valid and enforceable pursuant to their terms; and (c) integral to the Plan and this Confirmation Order, respectively, and may not be deleted or modified except in accordance with Article XI.A of the Plan.

8. **Record Closed**. The record of the Confirmation Hearing is closed.

9. **Binding Effect and Validity**. The provisions of the Plan and this Order shall bind every Holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such Holder's respective successors and assigns, regardless of whether the Claim or Interest of such Holder is impaired under this Plan and whether such Holder has accepted this Plan.

10. **Plan Classification Controlling**. The classification of Claims and Interests for purposes of distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan (a) were set forth on the Ballots solely for the purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes; (c) may not be relied upon by and creditors as representing the actual classification of such Claims under the Plan for distribution purposes; and (d) shall not be

binding on the Debtor, the Reorganized Debtor, AWL, or the Holders of Claims and Interests for purposes other than voting on the Plan.

11. **CONTINUED CORPORATE EXISTENCE OF THE REORGANIZED DEBTOR.** On and after the Effective Date, the Reorganized Debtor will continue to exist as a separate corporation and shall retain all of the powers of corporations under applicable non-bankruptcy law, and without prejudice to any right to amend its charter, dissolve, merge, or convert into another form of business entity, or to alter or terminate its existence. Except as otherwise provided in the Plan, on and after the Effective Date, all property comprising the Estate (including Litigation Claims, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall vest in the Reorganized Debtor free and clear of all Claims, Liens, charges, interests, and encumbrances. As of and following the Effective Date, the Reorganized Debtor may operate its business and use, acquire, and dispose of property and settle and compromise Claims, Interests, or Litigation Claims without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or this Confirmation Order.

12. **PROHIBITION AS TO THE ISSUANCE OF NONVOTING EQUITY SECURITIES.** Pursuant to section 1123(a)(6) of the Bankruptcy Code, the Debtor shall be prohibited from the issuance of nonvoting equity securities.

13. **U.S. TRUSTEE FEES AND POST-CONFIRMATION REPORTS.** Notwithstanding anything to the contrary contained in the Plan, all fees payable through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on the Effective Date, or as soon as practicable thereafter. The Reorganized Debtor is responsible for paying any post-Effective Date fees under 28 U.S.C. § 1930(a)(6) and filing quarterly post-confirmation reports until the Bankruptcy Court enters a final

decree, which Reorganized Debtor will seek as soon as feasible after distributions under the Plan have commenced. Notice of application for a final decree need be given only to those holders of Claims and Interests and other parties that, after the Effective Date, specifically request such notice.

14. **RETAINED CAUSES OF ACTION OF THE DEBTORS.** Except as otherwise provided in the Plan, all Litigation Claims other than Avoidance Actions are retained and reserved for the Reorganized Debtor, which is designated as the Estate's representative under Bankruptcy Code section 1123(b)(3)(B) for purposes of the Litigation Claims other than Avoidance Actions. The Reorganized Debtor shall have the sole authority to prosecute, defend, compromise, settle, and otherwise deal with any Litigation Claims other than Avoidance Actions, and does so in its capacity as a representative of the Estate in accordance with Bankruptcy Code section 1123(b)(3)(B). The Reorganized Debtor shall have sole discretion to determine in its business judgment which Litigation Claims to pursue, which to settle, and the terms and conditions of those settlements. In pursuing any claim, right, or Litigation Claim, the Reorganized Debtor shall be entitled to the extensions provided under section 108 of the Bankruptcy Code. Except as otherwise provided in the Plan, all Litigation Claims shall survive confirmation and the commencement or prosecution of Litigation Claims shall not be barred or limited by any estoppel, whether judicial, equitable, or otherwise.

15. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** On the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease shall be deemed rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (1) is identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; (2) was assumed or rejected previously by the Debtor;

(3) expired or terminated pursuant to its own terms before the Effective Date; (4) is the subject of a motion to assume pending on the Confirmation Date; or (5) is the subject of a motion pending on the Confirmation Date to assume an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. All assumed Executory Contracts and Unexpired Leases shall remain in full force and effect for the benefit of the Reorganized Debtor, and be enforceable by the Reorganized Debtor in accordance with their terms, notwithstanding any provision in such assumed Executory Contract or Unexpired Lease that prohibits, restricts, or conditions such assumption, assignment, or transfer. Any provision in the assumed Executory Contracts and Unexpired Leases that purports to declare a breach or default based in whole or in part on commencement or continuance of this Chapter 11 Case or any successor cases shall be deemed unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including, without limitation, any "change of control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtor's assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed unenforceable such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as such terms may have been modified by a court order or by applicable law.

16. **CLAIM FILING PROCEDURES AND BAR DATE**. The Claim Filing Procedures and Bar Date, attached to the Plan as Exhibit A, is approved. All Claims incurred prior to the

Confirmation Date, including Administrative Claims, shall file a Claim in accordance with the Claim Filing Procedures and Bar Date. Any such Claim that is not filed in accordance with the Claim Filing Procedures and Bar Date shall be forever barred. Pursuant to the Claim Filing Procedures and Bar Date, all Persons and entities including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, including, without limitation, Governmental Units, that assert a Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtor which arose before the Confirmation Date, including Administrative Claims, shall submit a written proof of such Claim so that it is actually received by the Clerk of the Bankruptcy Court on or before 4:00 p.m., prevailing Eastern Time, thirty-five (35) days from the Confirmation Date.

17. **Claims on Account of the Rejection of Executory Contracts and Unexpired Leases**. Each non-Debtor counterparty to an Executory Contract or Unexpired Lease not identified on the Schedule of Assumed Executory Contracts and Unexpired Leases must file a proof of claim asserting any Rejection Damages Claim on or before the Rejection Bar Date. Any Person with a Rejection Damages Claim is required to file a proof of claim asserting a Rejection Damages Claim and failure to do so on or before the Rejection Bar Date shall result in any Rejection Damages Claim being disallowed in accordance with section 502 of the Bankruptcy Code and forever barred, estopped, and enjoined from assertion and any such Rejection Damages Claim shall not be enforceable against the Reorganized Debtor, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding a proof of claim to the contrary.

18. **Effectuation of the Plan**. The Debtor, its Estate, the Reorganized Debtor, and AWL are authorized to execute and deliver any and all documents and instruments and take any and all actions necessary or desirable to implement the Plan and this Order and to effect any other

transactions contemplated therein or thereby. To effectuate the Plan and such transactions, the officers or responsible representatives of the Debtor, its Estate, the Reorganized Debtor, and AWL are authorized - without further notice or application to or order of the Court - to execute, deliver, file, or record such agreements or documents, and to take such other actions as any such individual may determine to be necessary or desirable to effectuate the Plan and such transactions, regardless of whether such actions or documents are specifically referred to in the Plan or this Order. To the extent that, under applicable non-bankruptcy law, any of these actions otherwise would require the consent or approval of the shareholders or boards of directors of the Debtor, this Order constitutes such consent and approval.

19. **TREATMENT IS IN FULL SATISFACTION.** Except as otherwise agreed in writing and approved by the Court, the treatment set forth in the Plan for each Class of Claims and Interests is in full and complete satisfaction of the legal, contractual, and equitable rights (including any liens) that each Person holding a Claim or an Interest may have in or against the Debtor, its Estate, the Reorganized Debtor, or their respective property. This treatment supersedes and replaces any agreements or rights those Persons may have in or against the Debtor, its Estate, the Reorganized Debtor, or their respective property.

20. **RELEASES AND EXCULPATION.** The releases and exculpation provisions contained in the Plan, including, but not limited to, those provided in Article VII of the Plan, are hereby authorized, approved, and binding on all Persons described therein.

21. **DISCHARGE OF INJUNCTION.** Pursuant to Article VII.E of the Plan, except as otherwise expressly provided in the Plan or this Order, from and after the Effective Date, all Persons are, to the fullest extent provided under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (i) commencing, conducting, or continuing in any

manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, the Reorganized Debtor, or the Estate, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to the Reorganized Debtor or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against the Reorganized Debtor, the Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, the Reorganized Debtor or the Estate or any property of any such transferee or successor; (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Reorganized Debtor, the Estate, or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, the Reorganized Debtor or the Estate or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the full extent permitted by applicable law; or (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan, provided that nothing contained herein shall preclude such Persons who have held, hold, or may hold Claims against the Reorganized Debtor or the Estate from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of this Plan, the Confirmation Order, or any other agreement or instrument entered into or effectuated in connection with the consummation of the Plan. All injunctions or stays provided for in the Chapter 11 Cases under section 105 or section 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

22. **Binding Nature of the Plan**. Pursuant to Article VII.A of the Plan, on the Effective Date, and effective as of the Effective Date, the Plan shall bind, and shall be deemed binding upon, every Holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such Holder's respective successors and assigns, regardless of whether the Claim or Interest of such Holder is impaired under this Plan and whether such Holder has accepted this Plan.

23. **Notice of Entry of Confirmation Order and Effective Date**. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable on or after the Effective Date, AWL or the Reorganized Debtor shall provide notice of the entry of this Confirmation Order and of the occurrence of the Effective Date by serving a Notice of Effective Date, on all known creditors, equity security holders, the U.S. Trustee, and other parties-in-interest in these Chapter 11 Cases. The notice described herein is adequate and appropriate under the particular circumstances and no other or further notice is necessary or required. The Notice of Effective Date shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers and shall be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

24. **Reversal or Modification of Confirmation Order**. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of the Bankruptcy Court, or any other court of competent jurisdiction, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtor, the Reorganized Debtor, or AWL, as applicable, prior to the date that the Reorganized Debtor or AWL received actual written notice of the effective date of

such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act, obligation, indebtedness, liability, priority, or Lien incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the date that the Reorganized Debtor or AWL received actual written notice of the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the original provisions of this Confirmation Order and the Plan, or any amendments or modifications thereto, in each case in effect immediately prior to the date that the Reorganized Debtor or AWL received such actual written notice.

25. **INCONSISTENCY.** In the event of any inconsistency between the Plan and this Order, this Order shall govern.

26. **PRESERVATION OF DEFENSES.** All defenses existing as of the Effective Day shall be transferred to, and preserved in favor, of the Reorganized Debtor and AWL.

27. **RETENTION OF JURISDICTION.** The Court shall retain jurisdiction as provided in Article IX of the Plan.

28. **Stay of Confirmation Order Waived**. The 14-day stay otherwise applicable to this Order under Federal Rule of Bankruptcy Procedure 3020(e) shall be waived and entry of this Order shall be effective immediately.

Joan A. Lloyd
United States Bankruptcy Judge
Dated: November 3, 2020

Prepared by:
/s/ Robert M. Hirsh
Robert M. Hirsh (admitted *pro hac vice*)
Lowenstein Sandler LLP
1251 Avenue of the Americas
17th Floor
New York, NY 10020
Telephone: (212) 262-6700
rhirsh@lowenstein.com
Counsel for Autumn Wind Lending, LLC

United States Bankruptcy Court
Western District of Kentucky

In re: Case No. 19-32231-jal
Insight Terminal Solutions, LLC. Chapter 11
Insight Terminal Holdings, LLC
Debtor(s)

CERTIFICATE OF NOTICE

District/off: 0644-3 User: msmith Page 1 of 3
Date Rcvd: Nov 03, 2020 Form ID: pdf400 Total Noticed: 36

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 05, 2020:

Recip ID		Recipient Name and Address
db	+	Insight Terminal Solutions, LLC., 6100 Dutchmans Lane, 9th Floor, Louisville, KY 40205-3279
aty	+	Andrew David Stosberg, Middleton Reutlinger, 401 South Fourth Street, Suite 2600, Louisville, Ky 40202-4408
aty	+	Brian R. Pollock, 400 West Market Street, Suite 1800, Louisville, KY 40202-3362
aty	+	Bryan J. Sisto, Frost Brown Todd, 400 W. Market, Suite 3200, Louisville, KY 40202-3359
aty	+	David M. Cantor, Seiller Waterman LLC, 462 S. Fourth Street, 22nd Floor, Louisville, KY 40202-3459
aty	+	Edward M King, Frost Brown Todd LLC, 32nd Floor, 400 West Market Street, Louisville, Ky 40202-3359
aty	+	Elizabeth Lee Thompson, Stites & Harbison, 2300 Lexington Financial Center, 250 West Main Street, Lexington, KY 40507-1714
aty	+	Heidi J. McIntosh, Earthjustice, 633 17th Street, Suite 1600, Denver, CO 80202-3625
aty	+	Marie Logan, Earthjustice, 50 California St., Suite 500, San Francisco, CA 94111-4608
aty	+	Monique D. Jewett-Brewster, Hopkins & Carley, A Law Corporation, 70 S. 1st Street, San Jose, CA 95113-2406
aty	+	Robert M. Hirsh, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020-1104
aty	+	Roger G. Jones, Bradley Arant Bault Cummings LLP, 1600 Division St., STE 700, Nashville, TN 37203-2771
aty	+	Ronald E. Gold, Frost Brown Todd LLC, 2200 PNC Center, 201 East Fifth Street, Cincinnati, OH 45202-4113
aty	+	William P. Harbison, 462 South Fourth Street, 22nd Floor, Louisville, KY 40202-3466
cr	+	Bay Bridge Exports, LLC, c/o Roger Jones, Bradley Arant Boult Cummings, LLP, 1600 Division St., Ste. 700, Nashville, TN 37203-2771
ascdb	+	Insight Terminal Holdings, LLC, 6100 Dutchmans Lane, 9th Floor, Louisville, KY 40205-3279
intp	+	John J. Siegel, Jr., c/o David M. Cantor, Esq., SEILLER WATERMAN LLC, 462 S. 4th St. #2200, Louisville, KY 40202-3459
cr	+	Oakland Bulk & Oversized Terminal, LLC, Stites & Harbison PLLC, 250 W Main St, Suite 2300, Lexington, KY 40507-1758
intp	+	The City of Oakland, a California municipal corpor, c/o Jay M. Ross, Hopkins & Carley, ALC., 70 S. First Street, San Jose, CA 95113-2406
intp	+	The City of Oakland, a California municipal corpor, c/o Monique D. Jewett-Brewster, Hopkins & Carley, ALC., 70 S. First Street, San Jose, CA 95113-2406
6537863	+	Alameda (CA) County Clerk-Recorder, City of Oakland, 1106 Madison Street, Oakland, CA 94607-4903
6537864	#+	Autumn Wind Lending LLC, 1999 Avenue of the Stars, Suite 2040, Los Angeles, CA 90067-6024
6760665	+	Autumn Wind Lending, LLC, c/o Lowenstein Sandler LLP, Attn: Robert M. Hirsh, Esq., 1251 Avenue of the Americas, New York, NY 10020-1104
6537865	+	California Capital & Investments Group, 300 Frank H. Ogawa Plaza, Suite 340, Oakland, CA 94612-2046
6727144	+	Ceclia Financial Management, LLC, c/o John Siegel, Manager, 6100 Dutchmans Lane, 9th Floor, Louisville, KY 40205-3279
6537866	+	Halas Energy LLC, 6100 Dutchamsn Lane, 9th Floor, Louisville, KY 40205-3279
6537867	+	Hanson Bridgett, 425 Market Street, 26th Floor, San Francisco, CA 94105-5401
6537869	+	Manatt LLP, 11355 West Olympic Blvd., Los Angeles, CA 90064-1656
6537870	+	Millcreek Engineering Co., ATTN: Accounting, 1011 East Murray Holladay Rd., Suite 200, Salt Lake City, UT 84117-5052
6537871		Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178-0060
6737834	+	Oakland Bulk & Oversized Terminal, 300 Frank Ogawa Plaza, suite 340, Oakland, CA 94612-2046
6537872	+	Oasis Aviation LLC, 6100 Dutchmans Lane, 9th Floor, Louisville, KY 40205-3279

TOTAL: 32

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID		Notice Type: Email Address	Date/Time	Recipient Name and Address
aty	+	Email/Text: ustpregion08.lo.ecf@usdoj.gov	Nov 03 2020 18:37:00	John R. Stonitsch, Office of the US Trustee, 601 West Broadway, Suite 512, Louisville, Ky 40202-2241
6542501		Email/Text: sbse.cio.bnc.mail@irs.gov		

		Nov 03 2020 18:37:00	Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346
6537873	Email/Text: omar@orbadvisorygroup.com	Nov 03 2020 18:36:00	ORB Advisory Group, LLC, 484 Lake Park Ave, Oakland, CA 94610
6537874	+ Email/Text: pat.raffaniello@lobbydc.com	Nov 03 2020 18:37:00	Raffaniell & Associates LLC, 800 Maine Avenue, S.W. Suite 700, Washington, DC 20024-2818

TOTAL: 4

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
consult		Millcreek Engineering Company
consult		The McConnell Group, Inc.
consult		Zennie62.com
6537868	*+	Insight Terminal Holdings, LLC, 6100 Dutchmans Lane, 9th Floor, Louisville, KY 40205-3279

TOTAL: 3 Undeliverable, 1 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 05, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 3, 2020 at the address(es) listed below:

Name	Email Address
Andrew David Stosberg	on behalf of Associated Debtor Insight Terminal Holdings LLC astosberg@middletonlaw.com, mfield@middletonlaw.com
Brian R. Pollock	on behalf of Creditor Oakland Bulk & Oversized Terminal LLC bpollock@stites.com, StitesCOMPULAW@stites.com
Bryan J. Sisto	on behalf of Creditor Autumn Wind Lending LLC bsisto@fbtlaw.com, bsisto@ecf.inforuptcy.com
Charles R. Merrill	ustpregion08.lo.ecf@usdoj.gov
David M. Cantor	on behalf of Creditor Cecelia Financial Management cantor@derbycitylaw.com swann@derbycitylaw.com;tingle@derbycitylaw.com;haddad@derbycitylaw.com
Edward M King	on behalf of Creditor Autumn Wind Lending LLC tking@fbtlaw.com, lsugg@fbtlaw.com;tking@ecf.inforuptcy.com
Elizabeth Lee Thompson	on behalf of Creditor Oakland Bulk & Oversized Terminal LLC ethompsonbk@stites.com, docketclerk@stites.com
Heidi J. McIntosh	on behalf of Interested Party Sierra Club hmcintosh@earthjustice.org egreer@earthjustice.org
John R. Stonitsch	

	on behalf of Associated Debtor Insight Terminal Holdings LLC ustpregion08.lo.ecf@usdoj.gov, john.r.stonitsch@usdoj.gov
Marie Logan	on behalf of Interested Party Sierra Club mlogan@earthjustice.org
Monique D. Jewett-Brewster	on behalf of Interested Party The City of Oakland a California municipal corporation mjb@hopkinscarley.com, eamaro@hopkinscarley.com
Robert M. Hirsh	on behalf of Creditor Autumn Wind Lending LLC rhirsh@lowenstein.com, pkhezri@lowenstein.com
Roger G. Jones	on behalf of Creditor Bay Bridge Exports LLC rjones@bradley.com
Ronald E. Gold	on behalf of Creditor Autumn Wind Lending LLC rgold@fbtlaw.com
William P. Harbison	on behalf of Interested Party John J. Siegel Jr. harbison@derbycitylaw.com, swann@derbycitylaw.com;tingle@derbycitylaw.com

TOTAL: 15

ATTACHMENT 11

(Insurance Certificate)

INSIENE-01 JCHAMNESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Central Insurance Services
4630 Taylorsville Road
Louisville, KY 40220

CONTACT NAME:
PHONE (A/C, No, Ext): (502) 493-2370 FAX (A/C, No): (502) 493-2320
E-MAIL ADDRESS: insurance@centralbank.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Specialty Insurance	
INSURER B : Imperium Insurance Company	35408
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Insight Terminal Solutions, LLC
Debtor In Possession
6100 Dutchmans Lane, 9th Floor
Louisville, KY 40205

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:			MNG-HS-GL-0000011-03	9/24/2023	9/24/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			MNG-IIC-CA-0000290-03	9/24/2023	9/24/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB; X OCCUR; X EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			MNG-HS-CX-0000007-03	9/24/2023	9/24/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Oakland, its City Council members, directors, officers, agents, employees and volunteers are additional insured as required by contract pertaining to the general liability.
The umbrella policy referenced above is follow-form and provides coverage over top of the general liability and commercial auto policies with an additional $1,000,000 per occurrence.

CERTIFICATE HOLDER
JMB Capital
205 S Martel Avenue
Los Angeles, CA 90036

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert P. Wenzel

CALIFORNIA
CAPITAL & INVESTMENT
GROUP
2300 CONTRA COSTA BLVD., SUITE 375
PLEASANT HILL, CA 94523

7022 0410 0001 7123 8800

FIRST-CLAS

US POSTAGE IMI PITNEY BOWES
ZIP 94523
02 7H
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$ 008.58
NOV 30 2023

RECEIVED
OAKLAND CITY ATTORNEY
2023 DEC -5 AM 11: 33
PERSONAL BY MAIL

GJ 8

Ms. Barbara Parker
City of Oakland
1 Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612

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Brokerage | Development | Management |