

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re:

Zosano Pharma Corporation,

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

Obj. Date: March 27, 2025 at 4:00 p.m.  
Hearing Date: May 8, 2025 at 10:00 a.m.

**LIQUIDATING TRUSTEE'S OBJECTION TO THE ALLOWANCE  
OF PROOF OF CLAIM FILED BY BMR-34790 ARDENTECH  
COURT LP PURSUANT TO SECTION 502 OF THE  
BANKRUPTCY CODE AND BANKRUPTCY RULE 3007**

***TO CLAIMANT WHOSE DISPUTED CLAIM IS SUBJECT TO THIS  
OBJECTION:***

**\*YOUR SUBSTANTIVE RIGHTS MAY BE AFFECTED BY THIS OBJECTION  
AND ANY FURTHER OBJECTION THAT MAY BE FILED IN THIS  
CHAPTER 11 CASE\***

**\*\*THE RELIEF SOUGHT IN THIS OBJECTION IS WITHOUT PREJUDICE  
TO THE RIGHTS OF THE LIQUIDATING TRUSTEE TO PURSUE FURTHER  
OBJECTIONS TO THE DISPUTED CLAIM\*\***

SierraConstellation Partners, LLC, as Liquidating Trustee (the "Trustee") in the bankruptcy case of the above-captioned debtor (the "Debtor"), hereby submits its objection (the "Objection"), pursuant to section 502 of title 11 of the United States Code (the "Bankruptcy Code"), and Rule 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to the allowance of the proof of claim (the "Disputed Claim") filed against the Debtor and its estate filed by BMR-34790 Ardentech Court LP ("Claimant") and requests entry of the proposed form of order attached hereto as **Exhibit A** (the "Proposed Order") sustaining this Objection. In support hereof, the Trustee relies on the *Declaration of William Partridge in Support of the Liquidating Trustee's Objection to the Allowance of Certain Claims filed by BMR-34790 Ardentech Court LP Pursuant to Section*



502 of the Bankruptcy Code and Bankruptcy Rule 3007 attached hereto as **Exhibit B** (the “**Partridge Declaration**”). In further support of the Objection, the Trustee respectfully represents as follows:

### **Jurisdiction and Venue**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Trustee consents, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with the Objection to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The statutory and legal predicates for the relief sought herein are section 502 of the Bankruptcy Code and Bankruptcy Rule 3007.

### **Background**

4. On June 1, 2022 (the “**Petition Date**”), the Debtor commenced this bankruptcy case (the “**Chapter 11 Case**”) by filing a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code.

5. The Debtor filed its Chapter 11 Plan of Liquidation [Docket No. 232] and related Amended Disclosure Statement [Docket No. 231] on October 10, 2022. The Debtor later filed an Amended Chapter 11 Plan of Liquidation [Docket No. 280] on November 18,

2022 and a Second Amended Chapter 11 Plan of Liquidation [Docket No. 291] on November 22, 2022.

6. The Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Second Amended Chapter 11 Plan of Liquidation of Zosano Pharma Corporation* (the “Confirmation Order”) [Docket No. 294].

7. The effective date of the Plan was December 7, 2022. As outlined in the Confirmation Order, “the Liquidating Trustee shall have the sole authority to: (1) file, withdraw, or litigate to judgment, objections to Claims or Interest; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court...” *See* Confirmation Order, p. 29.

#### **Bar Date Order**

8. On June 6, 2022, the Court entered an order [Docket No. 23] appointing Kurtzman Carson Consultants LLC (“KCC”) as claims and noticing agent in the Chapter 11 Case. Among other things, KCC is authorized to (a) receive, maintain, record and otherwise administer the proofs of claim filed in the Chapter 11 Case, and (b) maintain official claims register for the Debtor.

9. On July 22, 2022, the Court entered an order [Docket No. 142] (the “Bar Date Order”) providing that, except as otherwise provided therein, (i) all persons or entities (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) that assert a claim, as defined in section 101(5) of the Bankruptcy Code, against the Debtor, including, without limitation, secured claims, and priority claims, which arose on or prior to the Petition Date, including requests for allowance and payment of claims under section 503(b)(9) of the Bankruptcy Code, shall file a proof of any such claim so that it is

actually received on or before 5:00 p.m. (Eastern Time) on August 22, 2022 (the “General Bar Date”), and (ii) all governmental units, as defined in section 101(27) of the Bankruptcy Code, shall file a proof of any such claim so that it is actually received on or before 5:00 p.m. (Eastern Time) on November 28, 2022 (the “Government Bar Date”).

10. The Confirmation Order also established January 6, 2023 as the bar date for administrative claims arising on or after the June 1, 2022 Petition Date. Confirmation Order at ¶ 26.

11. Notice of the Bar Dates was provided by mail and publication in accordance with the procedures outlined in the Bar Date Order and Confirmation Order. [Docket Nos. 151, 154, 174, 186, 315, 322, and 324].

#### **The Lease and Filed Claims**

12. The Debtor and Claimant were parties to a lease for non-residential real property located at 34790 Ardentech Court, Fremont, California (as amended, the “Lease”). Pursuant to the Seventh Amendment to Lease dated May 30, 2017, the term of the Lease was extended through August 31, 2024.

13. The Seventh Amendment to Lease also established the following Basic Annual Rent schedule:

<u>Dates</u>	<u>Square Feet of Rentable Area</u>	<u>Base Rent per Square Foot of Rentable Area</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
9/1/2017 – 8/31/2018	55,588	\$2.45 monthly	\$136,190.60	\$1,634,287.20
9/1/2018 – 8/31/2019	55,588	\$2.52 monthly	\$140,081.76	\$1,680,981.12
9/1/2019 – 8/31/2020	55,588	\$2.60 monthly	\$144,528.80	\$1,734,345.60
9/1/2020 – 8/31/2021	55,588	\$2.68 monthly	\$148,975.84	\$1,787,710.08
9/1/2021 – 8/31/2022	55,588	\$2.76 monthly	\$153,422.88	\$1,841,074.56
9/1/2022 – 8/31/2023	55,588	\$2.84 monthly	\$157,869.92	\$1,894,439.04
9/1/2023 – 8/31/2024	55,588	\$2.93 monthly	\$162,872.84	\$1,954,474.08

14. On September 13, 2022, the Court entered the *Omnibus Order Authorizing Debtor to Reject Certain Executory Contracts and Unexpired Lease of Nonresidential Real Property Effective as of the Rejection Date* [Docket No. 195] authorizing the rejection of the Lease effective as of August 22, 2022 (the “Rejection Date”). Claimant entered into a new lease for the premises as of January 1, 2023.

15. On October 3, 2022, Claimant filed a general unsecured claim in the face amount of \$5,245,045.00, which has been designed as Claim No. 306. The attachment to Claim No. 306 reflects a total undiscounted future rent claim in the amount of \$5,229,479.00, and a total discounted future rent claim in the amount of \$5,144,228.00.

16. Claim No. 306 further includes \$167,153.00 in non-specified “Other Damages Incurred to Date”, \$2,753,950 in unsubstantiated “Costs of Replacing Tenant, and \$10,305.00 in undocumented “Bankruptcy Legal Fees.” Adding in the alleged pre-rent claim for June 2022 in the amount of \$100,817.00 yields a total face claim of \$5,245,045. The claims referred to in this paragraph shall be referred to herein as the “Additional Claims”.

17. On January 6, 2023, Claimant also filed an alleged administrative claim in the amount of \$251,579.50 representing June 2022 rent and August 2022 rent through the Rejection Date, plus attorneys' fees and costs incurred, which has been designed as Claim No. 321 and appears at Docket No. 326.

18. Sections 9 and 2.11 of the Lease provides for a security deposit in the amount of \$415,242.36. The Disputed Claim is silent as to application of the security deposit or any other mitigation of damages.

### **Relief Requested**

19. By this Objection, the Trustee requests that the Court enter the Proposed Order, pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007(a), reducing and allowing the Disputed Claim as set forth in further detail below.

### **Basis for Relief**

20. The Trustee's professionals have examined the Disputed Claim, all supporting documentation provided by the claimant, and the Debtor's books and records and have determined that the Disputed Claim is overstated and should be reduced. Specifically, the Disputed Claim exceeds the statutory cap set forth in section 502(b)(6) of the Bankruptcy Code and does not appropriately take into account Claimant's mitigation of damages under California law<sup>1</sup> or application of the security deposit. Material portions of the Disputed Claim do not contain any supporting documentation.

#### **I. The Claim Exceeds the Cap Provided by Section 502(b)(6)**

21. Pursuant to section 502(b)(6) of the Bankruptcy Code, a rejection damages claim should be disallowed to the extent such claim exceeds—

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<sup>1</sup> Section 41.13 of the Lease provides that California law governs.

(A) the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of—

(i) the date of the filing of the petition; and

(ii) the date on which such lessor repossessed, or the lessee surrendered, the leased property; plus

(B) any unpaid rent due under such lease, without acceleration, on the earlier of such dates.

11 U.S.C. § 502(b)(6).

22. Because the Lease was set to terminate on August 31, 2024, the one year limit in section 502(b)(6)(A) of the Bankruptcy Code applies.

23. Section 502(b)(6) provides that the claim of a lessor “*for damages resulting from the termination of a lease of real property*” should be disallowed to the extent that it exceeds the limits imposed by §502(b)(6)(A) and (B). If the Additional Claims resulted from the termination of the Lease, they are subject to the statutory cap. If the claims do not arise as a result of the Lease termination, then the claims may be asserted separately against the Debtors.

24. Once a court determines that a claim is for lease termination damages, it must decide whether the claim may be included as part of what is “rent reserved” under §502(b)(6)(A). The *McSheridan* Court used the following test to determine whether a claim falls within the “rent reserved”:

- (1) the charge must: (a) be designated as “rent” or “additional rent” in the lease; or  
(b) be provided as the tenant’s/lessee’s obligation in the lease;
- (2) the charge must be related to the value of the property or the lease thereon; and

(3) the charge must be properly classifiable as rent because it is a fixed, regular or periodic charge.

*McSheridan*, 184 B.R. at 99-100. *See In re Crown Books Corp.*, 291 B.R. 623, 627 (Bankr. D. Del. 2003) (same).

25. Here, the Lease provides:

5.1 Tenant shall pay to Landlord as Basic Annual Rent for the Premises, commencing on the Rent Commencement Date, the sum set forth in Section 2.7, subject to the rental adjustments provided in Section 6 hereof. Basic Annual Rent shall be paid in equal monthly installments as set forth in Section 2.6, subject to the rental adjustments provided in Section 6 hereof, each in advance on the first day of each and every calendar month during the Term. The Rentable Area of the Premises shall be deemed the square footage of the Building for purposes of this Lease, including determination of Basic Annual Rent and any other costs allocated to Tenant on the basis of the square footage of the Premises or the Building.

5.2 In addition to Basic Annual Rent, Tenant shall pay to Landlord as additional rent ("Additional Rent") at times hereinafter specified in this Lease (a) amounts of Insurance Costs and Taxes (each as defined below) and (b) any other amounts that Tenant assumes or agrees to pay under the provisions of this Lease that are owed to Landlord, including, without limitation, any and all other sums that may become due by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant, after notice and the lapse of any applicable cure periods.

26. The Claimant has not properly established that any other of items listed in the Disputed Claim, aside from the base rent qualifies as Basic Annual Rent or Additional Rent such that they would satisfy the first element of the *McSheridan* test, as well as the other two elements of the test. Without more, the rent reserve equals, at most, \$1,889,992, and any additional amounts listed in the Disputed Claim should be disallowed pursuant to section 502(b)(6) of the Bankruptcy Code and Bankruptcy Rule 3007(a).



**II. The Disputed Claim Lacks Necessary Support**

27. The Disputed Claim includes \$2,931,408 in charges with no support or explanation. Specifically, it includes \$167,153 in “other damages incurred to date”, \$2,753,950 in “costs of replacing tenant”, and \$10,305 in bankruptcy legal fees. Without supporting documentation, it is not possible for the Trustee to properly evaluate these charges. The claimed amounts may also be subject to the section 502(b)(6) cap.

28. Section 13 of the Lease required the Debtor to pay a Property Management Fee in the amount of 2% of all “Rent due”, subject to certain adjustments which do not appear relevant here. The Disputed Claim, on an undiscounted basis, reflects \$1,889,992 in October 2022-September 2023 base rent plus \$363,019 in operating expenses. 2% would yield a management fee of \$45,060.22, however, the Disputed Claim does not contain sufficient support to verify this amount. Similarly, on a discounted basis, the Disputed Claim reflects \$1,819,919 in October 22-September 2023 base rent plus \$349,522 in operating expenses, which yields a \$43,388.62 management fee. More information is needed to verify these amounts. To the extent no additional information is provided, such amounts should be disallowed.

**III. The Disputed Claim Does Not Account for the Security Deposit or Mitigation of Damages**

29. As of the Petition Date, Claimant was holding a security deposit in the amount of \$415,242.36, which is not reflected in the Disputed Claim. Any allowed claim should be reduced by this amount.

30. The Disputed Claim is also silent as to any mitigation efforts undertaken by the Claimant. The Trustee has been informed by the Claimant that a new lease for the subject property took effect on January 1, 2023, approximately four months after rejection.

Section 502(b)(6) of the Bankruptcy Code is merely a cap on the amount of damages a landlord can assert from the rejection of a lease of real property. Without any calculation of mitigation, particularly where Claimant is asserting costs to replace tenant that far exceed one year of rent, while the property was not under a lease for only four months (and which months are already included in the damage claim), it is not possible to properly evaluate the Disputed Claim. Mitigation of damages may serve to materially reduce the total amount of the claim.<sup>2</sup>

### **Responses to this Objection**

31. Any responses to this Objection must be filed **on or before 4:00 p.m. (ET) on March 27, 2025**, in accordance with the procedures set forth in the notice of this Objection.

32. The Trustee reserves the right to seek to adjourn the hearing on this Objection, and in the event that the Trustee does so, it will state the same in the agenda for the hearing, which agenda will be served on the Claimant.

### **Reservation of Rights**

33. The Trustee reserves any and all rights to amend, supplement or otherwise modify this Objection or the Proposed Order, and to file additional objections to any and all claims filed in this Chapter 11 Case, including, without limitation, the Disputed Claim. The Trustee also reserves any and all rights, claims and defenses with respect to the Disputed Claim, and nothing included in or omitted from this Objection or the Proposed

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<sup>2</sup> Under § 502(b)(6), a landlord with a claim for damages resulting from a debtor's breach of lease has an obligation to attempt to relet the premises, and any resulting rents are deducted from the claim before the damage cap of section 502(b)(6)(A) is calculated). *In re MDC Systems, Inc.*, 488 B.R. 74, 94 (Bankr. E.D. Pa. 2013) (citing *In re PPI Enterprises (U.S.), Inc.*, 324 F.3d 197, 208 n. 17 (3d Cir. 2003)).

Order is intended or shall be deemed to impair, prejudice, waive or otherwise affect any rights, claims, or defenses of the Trustee and the Debtor's estate with respect to the Disputed Claim.

**Notice**

34. Notice of the Objection has been provided to: (i) the U.S. Trustee; (ii) any party that has requested notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy procedure; and (iii) BMR-34790 Ardentech LP. In light of the nature of the relief requested herein, the Trustee submits that no other or further notice is necessary.

**Conclusion**

**WHEREFORE**, for the reasons set forth herein, the Trustee respectfully requests that this Court:

- a) enter the Proposed Order reducing and allowing the Disputed Claim, and
- b) grant the Trustee such other and further relief as is just and proper.

Respectfully submitted this 5th day of March, 2025.

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

Dennis A. Meloro (DE Bar No. 4435)

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*Counsel for Sierra Constellation Partners,  
LLC, as Liquidating Trustee*

**EXHIBIT A**

Proposed Order

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

Zosano Pharma Corporation,

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

Ref. Docket No. \_\_\_\_

**ORDER SUSTAINING OBJECTION TO THE ALLOWANCE  
OF PROOF OF CLAIM FILED BY BMR-34790 ARDENTECH  
COURT LP PURSUANT TO SECTION 502 OF THE  
BANKRUPTCY CODE AND BANKRUPTCY RULE 3007**

Upon consideration of the *Liquidating Trustee's Objection to the Allowance of Proof of Claim Filed by BMR Ardentech Court LP Pursuant to Section 502 of the Bankruptcy Code and Bankruptcy Rule 3007* (the "Objection");<sup>1</sup> and it appearing that this Court has jurisdiction to consider the Objection pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012; and it appearing that venue of this chapter 11 case and the Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Objection was good and sufficient upon the particular circumstances and that no other or further notice need be given; and it appearing that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation thereon, and good and sufficient cause appearing therefor; it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Objection is SUSTAINED, as set forth herein.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Objection.

2. The Disputed Claim of BMR Ardentech Court LP, designated as Claim No. 306, is reduced and allowed in the amount of \$\_\_\_\_\_.

3. Any and all rights of the Trustee to amend, supplement or otherwise modify the Objection and to file additional objections to any and all claims filed in this Chapter 11 Case, including, without limitation, the Disputed Claim, shall be reserved. Any and all rights, claims and defenses of the Trustee and its estate with respect to the Disputed Claim shall be reserved, and nothing included in or omitted from the Objection is intended or shall be deemed to impair, prejudice, waive or otherwise affect any rights, claims, or defenses of the Trustee with respect to the Disputed Claim.

4. This Court shall retain jurisdiction over any and all affected parties with respect to any and all matters, claims or rights arising from or related to the implementation or interpretation of this Order.

**Exhibit B**

Partridge Declaration

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

Zosano Pharma Corporation,

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

**DECLARATION OF WILLIAM PARTRIDGE IN  
SUPPORT OF THE LIQUIDATING TRUSTEE’S OBJECTION TO  
THE ALLOWANCE OF PROOF OF CLAIM FILED BY BMR-34790  
ARDENTECH COURT LP PURSUANT TO SECTION 502 OF THE  
BANKRUPTCY CODE AND BANKRUPTCY RULE 3007**

I, William Partridge, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a Managing Director at SierraConstellation Partners, LLC (“SierraConstellation”).

2. SierraConstellation serves as Liquidating Trustee (the “Trustee”) in the bankruptcy case of the above-captioned debtor (the “Debtor”) as provided in the Second Amended Chapter 11 Plan of Liquidation [Docket No. 291] and approved by the United States Bankruptcy Court for the District of Delaware pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming the Second Amended Chapter 11 Plan of Liquidation of Zosano Pharma Corporation* [Docket No. 294].

3. I am authorized to submit this Declaration. I am familiar with the Debtor’s financial and operational affairs, I have a general knowledge of the Debtor’s books and records, and I have reviewed the relevant claims filed against the Debtor.

4. I have also reviewed and am familiar with the contents of the *Liquidating Trustee’s Objection to the Allowance of Proof of Claim Filed by BMR Ardentech Court LP Pursuant to*



*Section 502 of the Bankruptcy Code and Bankruptcy Rule 3007* (the “Objection”).<sup>4</sup> I submit this declaration (the “Declaration”) in support of the Objection.

5. Except as otherwise indicated herein, all facts set forth in this Declaration are based on my personal knowledge, my review of the Debtor’s books and records, relevant documents and other information prepared or collected by the Debtor’s advisors, or my opinion based on my experience with the Debtor’s operations and financial condition. In making my statements based on my review of the Debtor’s books and records, relevant documents and other information prepared or collected by the Debtor’s advisors, I have relied upon these advisors accurately recording, preparing or collecting any such documentation and other information. If I were called to testify as a witness in this matter, I could and would competently testify to each of the facts set forth herein based upon my personal knowledge, review of documents, or opinion.

6. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, significant time and resources have been expended to review and reconcile the Disputed Claim filed against the Debtor in the Chapter 11 Case. Upon review of the Disputed Claim filed in the Chapter 11 Case and supporting documentation attached thereto, I, on behalf of the Trustee, have determined that the Disputed Claim is not properly asserted pursuant to section 502(b) of the Bankruptcy Code.

7. To the best of my knowledge, information, and belief, and after comparing the Disputed Claim with the Debtor’s books and records, the Disputed Claim exceeds the statutory cap required by 11 U.S.C. § 502(b)(6).

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<sup>4</sup> Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Objection.

8. Accordingly, I believe the Disputed Claim should be reduced and allowed in the amount further determined by the Court, and not to exceed the statutory cap of \$1,889,992, as provided in the Objection.

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

Dated: March 5, 2025

/s/ William Partridge  
William Partridge  
SierraConsetellation Partners, LLC,  
as Liquidating Trustee

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

Zosano Pharma Corporation,

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

**Obj. Date: March 27, 2025 at 4:00 p.m.**  
**Hearing Date: May 8, 2025 at 10:00 a.m.**

**NOTICE OF LIQUIDATING TRUSTEE'S OBJECTION TO THE  
ALLOWANCE OF PROOF OF CLAIM FILED BY BMR-34790  
ARDENTECH COURT LP PURSUANT TO SECTION 502 OF THE  
BANKRUPTCY CODE AND BANKRUPTCY RULE 3007**

**PLEASE TAKE NOTICE** that, on March 5, 2025 SierraConstellation Partners, LLC, as Liquidating Trustee (the "Trustee") in the bankruptcy case of the above-captioned debtor (the "Debtor"), filed the *Liquidating Trustee's Objection to the Allowance of Proof of Claim Filed by BMR-34790 Ardentech Court LP Pursuant to Section 502 of the Bankruptcy Code and Bankruptcy Rule 3007* (the "Objection").

**THE OBJECTION SEEKS TO ALTER YOUR RIGHTS. THEREFORE, YOU SHOULD READ THE OBJECTION AND THE EXHIBITS THERETO CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the relief sought in the Objection must be filed with the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **MARCH 27, 2025 AT 4:00 P.M. PREVAILING EASTERN TIME.**

**PLEASE TAKE FURTHER NOTICE** that at the same time, you must also serve a copy of the response or objection upon: counsel to the Trustee: (a) Greenberg Traurig, LLP, The

Nemours Building, 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801, Attn: Dennis A. Meloro (Dennis.Meloro@gtlaw.com); John D. Elrod ([elrodj@gtlaw.com](mailto:elrodj@gtlaw.com)).

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE OBJECTION WILL BE HELD ON MAY 8, 2025 AT 10:00 A.M. PREVAILING EASTERN TIME BEFORE THE HONORABLE KATE STICKLES, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5TH FLOOR, COURTROOM NO. 6, WILMINGTON, DELAWARE 19801.**

**PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS OR RESPONSES TO THE OBJECTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.**

[Signature on next page]

Dated: March 5, 2025

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

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*Counsel for Sierra Constellation Partners, LLC, as  
Liquidating Trustee*