

I swear that this is Exhibit "H" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
 In re: :
 : Chapter 11
 :
 MODULAR SPACE HOLDINGS, INC., et al., :
 : Case No. 16-12825 (KJC)
 :
 Debtors.¹ :
 : Jointly Administered
 :
 : Re: D.I. 4
 ----- X

ORDER PURSUANT TO SECTION 156(c) OF TITLE 28 OF THE UNITED STATES CODE, BANKRUPTCY CODE SECTION 105(a), BANKRUPTCY RULE 2002, AND LOCAL RULE 2002-1(f) AUTHORIZING DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT NUNC PRO TUNC TO THE PETITION DATE

Upon the application (the "Application")² of the Debtors for entry of order (this "Order") pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rule 2002-1(f), authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC ("KCC") as the Claims and Noticing Agent *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application; and to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors' cases, and (iii) provide such other administrative services—as required by the Debtors—that would fall within the purview of services to be provided by the Clerk's Office and upon the Gershbein Declaration; and the

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Debtors having estimated that there are in excess of 1,000 creditors in these cases, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in chapter 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that the Claims and Noticing Agent has the capability and experience to provide such services and that the Claims and Noticing Agent does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of the Claims and Noticing Agent is in the best interests of the Debtors, the estates and creditors; and sufficient cause appearing therefore; it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain the Claims and Noticing Agent effective as of the Petition Date under the terms of the Services Agreement, and the Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application (the "Claims and Noticing Services").
3. Notwithstanding anything to the contrary in the Services Agreement, Article 8 of the Services Agreement shall not be operative (i) except with respect to the Rights Offering (as defined in the Plan) or (ii) without a further order of this Court.

4. The Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. The Claims and Noticing Agent is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. The Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application.

7. The Debtors are authorized to compensate the Claims and Noticing Agent in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Claims and Noticing Agent and the rates charged for each, and to reimburse the Claims and Noticing Agent for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for the Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. The Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors, counsel to the agent under the Debtors' prepetition revolving loan facility and postpetition debtor-in-possession revolving loan facility (the "DIP Facility"), and any party-in-interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of the Claims and Noticing Agent under this Order shall be an administrative expense of the Debtors' estates.

11. The Claims and Noticing Agent may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, the Claims and Noticing Agent may hold its retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

12. The Debtors shall indemnify Claims and Noticing Agent under the terms of the Services Agreement.

13. The Claims and Noticing Agent shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

14. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify the Claims and Noticing Agent, or provide contribution or reimbursement to the Claims and Noticing Agent, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Claims and Noticing Agent's gross negligence, willful misconduct or fraud, (ii) for a contractual dispute in which the Debtors allege the breach of the Claims and Noticing Agent's contractual obligations if the Court determines that indemnification, contribution or reimbursement would

not be permissible pursuant to In re United Artists Theatre Co., et al., 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution or reimbursement under the terms of the Services Agreement as modified by this Order.

15. Notwithstanding anything in the Engagement Letter to the contrary, KCC's liability shall not be limited to (i) the total amount billed or billable to the Debtors for the portion of the particular work which gave rise to the loss or damage, nor (ii) the total amount billed to the Debtors and paid to KCC for the services contemplated under the Engagement Letter.

16. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, the Claims and Noticing Agent believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Claims and Noticing Agent must file an application therefore in this Court, and the Debtors may not pay any such amounts to the Claims and Noticing Agent before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Claims and Noticing Agent for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Claims and Noticing Agent. All parties in interest shall retain the right to object to any demand by the Claims and Noticing Agent for indemnification, contribution or reimbursement.

17. In the event that the Claims and Noticing Agent is unable to provide the services set out in this Order, the Claims and Noticing Agent will immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

18. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by the Claims and Noticing Agent but is not specifically authorized by this Order.

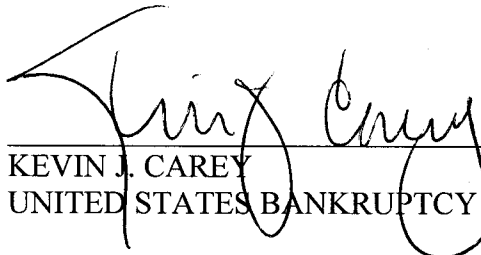
19. The Debtors and the Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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

21. The Claims and Noticing Agent shall not cease providing claims processing services during the case(s) for any reason, including nonpayment, without an order of the Court.

22. In the event of any inconsistency between the Services Agreement, the Application and the Order, the Order shall govern.

Dated: December 22, 2016
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

I swear that this is Exhibit "I" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY



Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
<i>In re</i>	:	Chapter 11
MODULAR SPACE HOLDINGS, INC., et al.,	:	Case No. 16-12825 (KJC)
Debtors. ¹	:	Jointly Administered
	:	Re: D.I. 11
	X	

**ORDER UNDER 11 U.S.C. §§ 105(a), 363(b), 507(a), AND 541 AUTHORIZING
PAYMENT OF PREPETITION TAXES AND FEES**

Upon the motion (the “Motion”)² of the Debtors for an order, under sections 105(a), 363(b), 507(a), and 541 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, authorizing the Debtors, in their discretion, to pay any prepetition Taxes and Fees owed to Taxing Authorities; and the Court having jurisdiction to consider the Motion and the relief requested therein 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 the Court having determined that consideration of the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice

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² Capitalized terms used but not defined in this Order shall have the meaning ascribed to them in the Motion.

is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, in their sole discretion, to pay all Taxes and Fees owed to Taxing Authorities in the ordinary course of business.
3. The Debtors may elect to pay, before other types of Taxes and Fees, those Taxes and Fees as to which their officers and directors may have direct or personal liability in the event of nonpayment by the Debtors.
4. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as (a) an admission as to the validity, priority, or amount of any claim or lien against the Debtors or their estates or an approval or assumption of any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, or (b) a waiver of the rights of the Debtors and their estates, or shall impair the ability of the Debtors and their estates, to contest the validity, priority, and amount of any payment made pursuant to this Order.
5. All applicable banks and financial institutions are authorized and directed, subject to the availability of adequate funds and any applicable account agreement, to receive, process, honor and pay all prepetition and postpetition checks and fund transfers on account of the Taxes and Fees that had not been honored and paid as of the Petition Date. All applicable banks and other financial institutions are authorized to rely on the representations of the Debtors as to which checks and fund transfers are authorized to be honored and paid pursuant to this Order.

6. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by any Taxing Authority.

7. This Order shall be effective and enforceable immediately upon entry hereof.

8. The Debtors are hereby authorized to take actions and execute documents that may be necessary to implement the relief granted by this order.

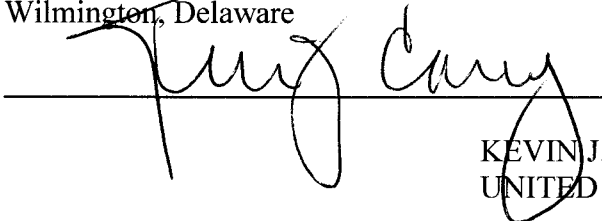
9. Any Taxing Authority not listed on Exhibit A hereto (including any supplements to Exhibit A), but subsequently identified by the Debtors, shall be served with notice and a copy of this Order by first-class mail.

10. Contemporaneously with the service of the notice and Order as described in the preceding paragraph, the Debtors are hereby authorized to file with the Court a supplement to Exhibit A adding the name of the Taxing Authority so served.

11. With respect to any Taxing Authority, its inclusion or exclusion from Exhibit A or any subsequently filed supplement to Exhibit A shall be without prejudice to the right of the Debtors to contest the existence or amount of any prepetition tax liability allegedly owed to the Taxing Authority.

12. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: December 22, 2016
Wilmington, Delaware



A handwritten signature in black ink, appearing to read "Kevin J. Carey", is written over a horizontal line. The signature is fluid and cursive.

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

TAXING AUTHORITIES¹

JURISDICTION	ADDRESS
STATES	
AL	Alabama Department of Revenue, P.O. Box 327435, Montgomery, AL 36132-7435
AK	Alaska Department of Revenue, Tax Division, P.O. Box 110420, Juneau, AK 99811-0420
AR	Corporation Income Tax, P.O. Box 919, Little Rock, AR 72203-0919
AZ	Arizona Department of Revenue, P.O. Box 29079, Phoenix, AZ 85038-9079
CA	Franchise Tax Board, P.O. Box 942857, Sacramento, CA 94257-0501
CO	Colorado Department of Revenue, Denver, CO 80261-0006
CT	Department of Revenue Services, P.O. Box 2974, Hartford, CT 06104-2974
DC	Office of Tax and Revenue, P.O. Box 96166, Washington, DC 20090-6166
DE	Delaware Division of Revenue, P.O. Box 2044, Wilmington, DE 19899-2044
FL	Florida Department of Revenue, 5050 W. Tennessee St., Tallahassee, FL 32399-0135
GA	Georgia Department of Revenue, Processing Center, P.O. Box 740397, Atlanta, GA 30374-0397
HI	Hawaii Department of Taxation, P.O. Box 1530, Honolulu, HI 96806-1530

¹ As discussed in the attached Motion, the Debtors reserve all rights to identify additional Taxing Authorities and to supplement Exhibit A with the identity of additional Taxing Authorities.

JURISDICTION	ADDRESS
IA	Corporate Tax Return Processing, Iowa Department of Revenue, P.O. Box 10468, Des Moines, IA 50306-0468
ID	Idaho State Tax Commission, P.O. Box 56, Boise, ID 83756-0056
IL	Illinois Department of Revenue, P.O. Box 19028, Springfield, IL 62794-9028
IN	Indiana Department of Revenue, P.O. Box 7087, Indianapolis, IN 46207-7087
KS	Kansas Corporate Tax, 915 SW Harrison St., Topeka, KS 66612-1588
KY	Kentucky Department of Revenue, Frankfort, KY 40620
LA	Louisiana Department of Revenue, P. O. Box 91011, Baton Rouge, LA 70821-9011
MA	Massachusetts Department of Revenue, P.O. Box 7005, Boston, MA 02204
MD	Comptroller of Maryland, Revenue Administration Division, 110 Carroll St., Annapolis, MD 21411-0001
ME	Maine Revenue Services, P.O. Box 1065, Augusta, ME 04332-1065
MI	Michigan Department of Treasury, P.O. Box 30804, Lansing MI 48909
MN	Minnesota Revenue, Mail Station 1250, St. Paul, MN 55145-1250
MO	Missouri Department of Revenue, P.O. Box 3365, Jefferson City, MO 65105-3365
MS	Department of Revenue, P.O. Box 23050, Jackson, MS 39225-3050
MT	Montana Department of Revenue, P.O. Box 8021, Helena, MT 59604-8021

JURISDICTION	ADDRESS
NC	NC Department of Revenue, P.O. Box 25000, Raleigh, NC 27640-0500
ND	Office of State Tax Commissioner, 600 E. Boulevard Ave., Dept. 127, Bismarck, ND 58505-0599
NE	Nebraska Department of Revenue, P.O. Box 94818, Lincoln NE 68509-4818
NH	New Hampshire Department of Revenue Administration, P.O. Box 637, Concord, NH 03302-637
NJ	State of New Jersey, Division of Taxation, Revenue Processing Center, P.O. Box 666, Trenton, New Jersey 08646-0666
NM	Taxation and Revenue Department, P.O. Box 25127, Santa Fe, NM 87504-5127
NY	NYS Corporation Tax, P.O. Box 15181, Albany NY 12212-5181
OH	Ohio Department of Taxation, P.O. Box 27, Columbus, Ohio 43216-0027
OK	Oklahoma Tax Commission, Income Tax, P.O. Box 26800, Oklahoma City, OK 73126-0800
OR	Oregon Department of Revenue, P.O. Box 14790, Salem, OR 97309-0470
PA	PA Department of Revenue, Payment Enclosed, P.O. Box 280427, Harrisburg, PA 17128-0427
RI	State of Rhode Island, Division of Taxation, One Capitol Hill, Suite 9, Providence, RI 02908-5811
SC	SC Department of Revenue, Corporate Taxable, Columbia SC 29214-0033
TN	Tennessee Department of Revenue, Andrew Jackson State Office Building, 500 Deaderick Street, Nashville, TN 37242
TX	Texas Comptroller Of Public Accounts, P.O. Box 149348, Austin, Texas 78714-9348

JURISDICTION	ADDRESS
UT	Utah State Tax Commission, 210 N 1950, W Salt Lake City, UT 84134-0300
VA	Virginia Department of Taxation, P.O. Box 1500, Richmond, Virginia 23218-1500
VT	Vermont Department of Taxes, Corporate Income Tax, 133 State Street, Montpelier, VT 05633-1401
WI	Wisconsin Department of Revenue, P.O. Box 8908, Madison, WI 53708-8908
WV	West Virginia State Tax Department, Internal Auditing Division, P. O. Box 1202, Charleston, WV 25324-1202
REAL ESTATE TAX ASSESSORS	
Jefferson County Assessor	2121 Rev Abraham Woods Blvd. N Birmingham, AL 35203
Mobile County Assessor	P.O. Drawer 1169 Mobile, AL 36633-1169
Pulaski County Assessor	201 S. Broadway Little Rock, AR 72201
La Paz County Assessor	1112 Joshua Ave., Ste. 204 Parker, AZ 85344
Graham County Assessor	921 Thatcher Blvd. Safford, AZ 85546
Santa Cruz County Assessor	P.O. Box 1150 Nogales, AZ 85628
Greenlee County Assessor	253 Fifth St. Clifton, AZ 85533
Yavapai County Assessor	1015 Fair St. Prescott, AZ 86305
Coconino County Assessor	110 E Cherry Ave. Flagstaff, AZ 86001
Gila County Assessor	1400 E Ash St. Globe, AZ 85501
Apache County Assessor	75 West Cleveland St. Saint Johns, AZ 85936
Navajo County Assessor	P.O. Box 668 Holbrook, AZ 86025
Yuma County Assessor	410 S Maiden Ln., Ste. A Yuma, AZ 85364

JURISDICTION	ADDRESS
Cochise County Assessor	1415 Melody Lane, Bldg. B Bisbee, AZ 85603
Pinal County Assessor	31 N. Pinal St, Bldg. E Florence, AZ 85132-0709
Pima County Assessor	33 N Stone Ave., Ste. 110 Tucson, AZ 85701
Maricopa County Assessor	301 W Jefferson St. Phoenix, AZ 85003
Sonoma County Assessor	585 Fiscal Dr. Santa Rosa, CA 95403-2872
Kern County Assessor	1115 Truxtun Ave. Bakersfield, CA 93301-4617
San Diego County Assessor	9225 Clairemont Mesa Blvd. San Diego, CA 92123
Alameda County Assessor	1221 Oak St. Oakland, CA 94612
Fresno County Assessor	2281 Tulare St., Suite 201 Fresno, CA 93715-1146
Yolo County Assessor	625 Court St. Woodland, CA 95695-3495
San Bernardino County Assessor	172 West Third St., 5th Floor San Bernardino, CA 92415-0310
Arapahoe County Assessor	5334 S Prince St. Littleton, CO 80120
Bethel Town Assessor	CJH Municipal Center Bethel, CT 06801
Bridgeport City Assessor	City Hall - Room 105 Bridgeport, CT 06604
Greenwich Town Assessor	101 Field Point Road Greenwich, CT 06836
New Canaan Town Assessor	Town Hall New Canaan, CT 06840
Brookfield Town Assessor	100 Pocono Road Brookfield, CT 06804
Danbury City Assessor	City Hall Danbury, CT 06810
Fairfield Town Assessor	Town Hall Fairfield, CT 06824
Newtown Town Assessor	3 Primrose Street Newtown, CT 06470
Norwalk City Assessor	125 East Ave. Norwalk, CT 06851
Ridgefield Town	Town Hall

JURISDICTION	ADDRESS
Assessor	Ridgefield, CT 06877
Shelton City Assessor	City Hall Shelton, CT 06484
Stamford City Assessor	P.O. Box 10152 Stamford, CT 06904-2152
Stratford Town Assessor	Town Hall Stratford, CT 06615
Trumbull Town Assessor	Town Hall Trumbull, CT 06611
Westport Town Assessor	Town Hall - Room 104 Westport, CT 06880
Windsor Town Assessor	Town Hall Windsor, CT 06095
Windsor Locks Town Assessor	Town Hall Windsor Locks, CT 06096
Wethersfield Town Assessor	Town Hall Wethersfield, CT 06109
West Hartford Town Assessor	Town Hall - Room 142 West Hartford, CT 06107
Southington Town Assessor	75 Main Street Southington, CT 06489
South Windsor Town Assessor	Town Hall South Windsor, CT 06074
Simsbury Town Assessor	933 Hopmeadow Street Simsbury, CT 06070
Rocky Hill Town Assessor	Town Hall Rocky Hill, CT 06067
Plainville Town Assessor	Municipal Building Plainville, CT 06062
Newington Town Assessor	Town Hall Newington, CT 06111
Enfield Town Assessor	Town Hall Enfield, CT 06082
East Granby Town Assessor	9 Center Street East Granby, CT 06026
East Hartford Town Assessor	Town Hall East Hartford, CT 06108
Bristol City Assessor	City Hall Bristol, CT 06010
East Windsor Town Assessor	11 Rye Street Broad Brook, CT 06016
New Britain City Assessor	City Hall New Britain, CT 06051

JURISDICTION	ADDRESS
Manchester Town Assessor	41 Center Street Manchester, CT 06045
Farmington Town Assessor	Town Hall Farmington, CT 06032
Hartford City Assessor	550 Main Street Hartford, CT 06103
Bloomfield Town Assessor	800 Bloomfield Avenue Bloomfield, CT 06002
Bethlehem Town Assessor	36 Main Street South Bethlehem, CT 06751
Goshen Town Assessor	Town Hall Goshen, CT 06756
New Milford Town Assessor	10 Main Street New Milford, CT 06776
Salisbury Town Assessor	27 Main Street Salisbury, CT 06068
Thomaston Town Assessor	158 Main Street Thomaston, CT 06787
Washington Town Assessor	2 Bryan Plaza Washington Depot, CT 06794
Torrington City Assessor	Municipal Bldg - Room 107 Torrington, CT 06790
Watertown Town Assessor	Town Hall Watertown, CT 06795
East Haddam Town Assessor	7 Main Street East Haddam, CT 06423
East Hampton Town Assessor	Town Hall East Hampton, CT 06424
Cromwell Town Assessor	41 West Street Cromwell, CT 06416
Clinton Town Assessor	Town Hall Clinton, CT 06413
Middletown City Assessor	245 Dekoven Drive Middletown, CT 06457
Haddam Town Assessor	Town Hall - Box K Haddam, CT 06438
Guilford Town Assessor	Town Hall Guilford, CT 06437
Hamden Town Assessor	Hamden Government Center Hamden, CT 06518
Milford City Assessor	City Hall Milford, CT 06460
New Haven City	City Hall

JURISDICTION	ADDRESS
Assessor	New Haven, CT 06510
Naugatuck City Assessor	City Hall Naugatuck, CT 06770
Cheshire Town Assessor	84 South Main Street Cheshire, CT 06410
Derby City Assessor	City Hall Derby, CT 06418
Branford Town Assessor	1019 Main Street Branford, CT 06405
Beacon Falls Town Assessor	10 Maple Avenue Beacon Falls, CT 06403
Ansonia City Assessor	City Hall Ansonia, CT 06401
Oxford Town Assessor	Town Hall Oxford, CT 06478
North Haven Town Assessor	Memorial Town Hall North Haven, CT 06473
West Haven City Assessor	City Hall West Haven, CT 06516
Wallingford Town Assessor	Town Hall - Room 101 Wallingford, CT 06492
Waterbury City Assessor	235 Grand Street Waterbury, CT 06702
Wolcott Town Assessor	Town Hall Wolcott, CT 06716
Stonington Town Assessor	152 Elm Street Stonington, CT 06378
Montville Town Assessor	Town Hall Uncasville, CT 06382
Waterford Town Assessor	Town Hall Waterford, CT 06385
Franklin Town Assessor	Town Hall North Franklin, CT 06254
East Lyme Town Assessor	108 Pennsylvania Avenue Niantic, CT 06357
Norwich City Assessor	City Hall - Room 132 Norwich, CT 06360
Sprague Town Assessor	1 Main Street Baltic, CT 06330
Colchester Town Assessor	Town Hall - Suite 104 Colchester, CT 06415
New London City Assessor	15 Masonic Street New London, CT 06320

JURISDICTION	ADDRESS
Groton Town Assessor	Town Hall Groton, CT 06340
Lebanon Town Assessor	579 Exeter Road Lebanon, CT 06249
Ledyard Town Assessor	741 Colonel Ledyard Hwy Ledyard, CT 06339-1551
Coventry Town Assessor	1712 Main Street Coventry, CT 06238
Ellington Town Assessor	55 Main Street Ellington, CT 06029-0199
Vernon Town Assessor	8 Park Place Vernon, CT 06066
Mansfield Town Assessor	Municipal Building Storrs Mansfield, CT 06268
Windham Town Assessor	979 Main Street Willimantic, CT 06226
Putnam Town Assessor	Town Hall Putnam, CT 06260
Plainfield Town Assessor	Town Hall Plainfield, CT 06374
Chaplin Town Assessor	495 Phoenixville Road Chaplin, CT 06235
Glades County Appraiser	500 Ave J, Rm. 202 Moore Haven, FL 33471
Okeechobee County Appraiser	307 NW 5th Ave., Ste. A Okeechobee, FL 34972-4196
Franklin County Appraiser	33 Market St. Apalachicola, FL 32320
Madison County Appraiser	229 SW Pinckney St. Madison, FL 32340
Holmes County Appraiser	226 N Waukesha St. Bonifay, FL 32425
Gadsden County Appraiser	16 South Calhoun St. Quincy, FL 32353-0585
Hendry County Appraiser	P.O. Box 1840 Labelle, FL 33975
Santa Rosa County Appraiser	6495 Caroline St., Ste. K Milton, FL 32570
Taylor County Appraiser	108 N Jefferson St., Suite 201 Perry, FL 32348-0936
Bradford County Appraiser	945 N Temple Ave., Ste A Starke, FL 32091
Citrus County	1540 N. Meadowcrest Blvd.

JURISDICTION	ADDRESS
Appraiser	Crystal River, FL 34429
Jackson County Appraiser	P.O. Box 1526 Marianna, FL 32447-1526
Hernando County Appraiser	20 North Main Street Brooksville, FL 34601-2893
Levy County Appraiser	355 S Court Street Bronson, FL 32621
Okaloosa County Appraiser	1250 Eglin Parkway N. Shalimar, FL 32579-1234
Bay County Appraiser	860 W. 11th Street Panama City, FL 32401
Leon County Appraiser	P.O. Box 1750 Tallahassee, FL 32302-1750
Calhoun County Appraiser	20859 Central Ave. Blountstown, FL 32424
Highlands County Appraiser	560 S. Commerce Ave. Sebring, FL 33870-3899
De Soto County Appraiser	P.O. Box 311 Arcadia, FL 34265-0311
Nassau County Appraiser	96135 Nassau Pl. Yulee, FL 32097
Columbia County Appraiser	135 NE Hernando Ave. Lake City, FL 32055
Flagler County Appraiser	1769 E Moody Blvd., Bldg., Ste. 2 Bunnell, FL 32110-0936
Escambia County Appraiser	221 Palafox Place Pensacola, FL 32502-5728
Putnam County Appraiser	312 Oak St. Palatka, FL 32178-1920
Clay County Appraiser	P.O. Box 38 Green Cove Springs, FL 32043-0038
Sumter County Appraiser	218 E McCollum Ave. Bushnell, FL 33513-6124
Martin County Appraiser	1111 SE Federal Hwy Stuart, FL 34994
Charlotte County Appraiser	Murdock Admin Center Port Charlotte, FL 33948
Monroe County Appraiser	500 Whitehead St. Key West, FL 33041
Lake County Appraiser	320 W Main St. Suite A Tavares, FL 32778-3814
Indian River County Appraiser	1800 27th Street Vero Beach, FL 32960

JURISDICTION	ADDRESS
Hardee County Appraiser	110 W Oak St., Suite 103 Wauchula, FL 33873-2605
Seminole County Appraiser	1101 E 1st St. Sanford, FL 32771-1468
Hamilton County Appraiser	207 NE First Street Jasper, FL 32052
Saint Johns County Appraiser	4030 Lewis Speedway Saint Augustine, FL 32084
Alachua County Appraiser	515 North Main Street Gainesville, FL 32601
Manatee County Appraiser	P.O. Box 1338 Bradenton, FL 34206
Marion County Appraiser	P.O. Box 6919 Ocala, FL 34478-0486
Volusia County Appraiser	250 North Beach St. Daytona Beach, FL 32114
Saint Lucie County Appraiser	2300 Virginia Ave. Fort Pierce, FL 34982
Pasco County Appraiser	14236 6th St., Suite 101 Dade City, FL 33523-3411
Osceola County Appraiser	2505 E. Irlo Bronson Memorial Kissimmee, FL 34744
Walton County Appraiser	571 US Highway 90 E De Funiak Springs, FL 32433
Sarasota County Appraiser	2001 Adams Lane Sarasota, FL 34237
Lee County Appraiser	P.O. Box 1546 Fort Myers, FL 33902
Polk County Appraiser	255 N Wilson Ave. Bartow, FL 33830
Brevard County Appraiser	P.O. Box 429 Titusville, FL 32781-0429
Collier County Appraiser	3950 Radio Road Naples, FL 34104-3750
Duval County Appraiser	231 E Forsyth St. Jacksonville, FL 32202
Pinellas County Appraiser	P.O. Box 1957 Clearwater, FL 33757-1957
Hillsborough County Appraiser	311 Pauls Drive Brandon, FL 33511
Palm Beach County Appraiser	301 N Olive Ave., 1st Fl West Palm Beach, FL 33401
Broward County	115 S Andrews Ave

JURISDICTION	ADDRESS
Appraiser	Fort Lauderdale, FL 33301
Orange County Appraiser	200 S Orange Ave, Ste 1700 Orlando, FL 32801-3438
Miami-Dade County Appraiser	10710 SW 211 Street Cutler Bay, FL 33189
Houston County Assessor	201 Perry Pkwy Perry, GA 31069-1199
Clayton County Assessor	P K Dixon Annex 2 Jonesboro, GA 30236-3694
Huntington County Assessor	201 N Jefferson St. Huntington, IN 46750
Morgan County Assessor	180 S Main St. Martinsville, IN 46151
Jasper County Assessor	115 W Washington St., Ste 104 Rensselaer, IN 47978
Elkhart County Assessor	117 N Second St. Goshen, IN 46526
Hamilton County Assessor	33 N 9th St. Noblesville, IN 46060
Hendricks County Assessor	355 S Washington St. Danville, IN 46122
Tippecanoe County Assessor	20 N 3rd St. Lafayette, IN 47901
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Porter County Assessor	155 Indiana Ave. Valparaiso, IN 46383
LaPorte County Assessor	555 Michigan Ave. La Porte, IN 46350
Decatur County Assessor	150 Courthouse Sq Greensburg, IN 47240
Jasper County Assessor	115 W Washington St., Ste 104 Rensselaer, IN 47978
Kosciusko County Assessor	100 W Center St. Warsaw, IN 46580
Dearborn County Assessor	215B W High St. Lawrenceburg, IN 47025
Fountain County Assessor	301 4th St. Covington, IN 47932
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
LaPorte County Assessor	555 Michigan Ave. La Porte, IN 46350

JURISDICTION	ADDRESS
Elkhart County Assessor	117 N Second St. Goshen, IN 46526
Morgan County Assessor	180 S Main St. Martinsville, IN 46151
Wayne County Assessor	401 E Main St. Richmond, IN 47374
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Wabash County Assessor	1 West Hill St. Wabash, IN 46992
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Grant County Assessor	401 S Adams St. Marion, IN 46953
Whitley County Assessor	220 W Van Buren St. Columbia City, IN 46725
Boone County Assessor	220 W Washington St. Lebanon, IN 46052
Saint Joseph County Assessor	227 W Jefferson Blvd. South Bend, IN 46601
Jefferson County Assessor	300 E Main St. Room 102 Madison, IN 47250
LaPorte County Assessor	555 Michigan Ave. La Porte, IN 46350
Hendricks County Assessor	355 S Washington St. Danville, IN 46122
Gibson County Assessor	101 N Main St. Princeton, IN 47670
Bartholomew County Assessor	440 3rd St. Columbus, IN 47201
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
White County Assessor	P.O. Box 246 Monticello, IN 47960
Huntington County Assessor	201 N Jefferson St. Huntington, IN 46750
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Clay County Assessor	609 E National Ave Brazil, IN 47834
Howard County Assessor	220 N Main St. Kokomo, IN 46901
Jasper County Assessor	115 W Washington St., Ste 104

JURISDICTION	ADDRESS
	Rensselaer, IN 47978
Lawrence County Assessor	916 15th St. Bedford, IN 47421
Jackson County Assessor	111 S Main St. Brownstown, IN 47220
Portage Township Assessor (Porter)	3560 Willow Creek Rd. Portage, IN 46368
Sullivan County Assessor	100 Courthouse Sq Sullivan, IN 47882
Johnson County Assessor	86 W Court St. Franklin, IN 46131
Lawrence County Assessor	916 15th St. Bedford, IN 47421
Hancock County Assessor	111 American Legion Place Greenfield, IN 46140
Scott County Assessor	1 E McClain Ave. Scottsburg, IN 47170
Shelby County Assessor	25 W Polk St. Shelbyville, IN 46176
Boone County Assessor	220 W Washington St. Lebanon, IN 46052
Wayne County Assessor	401 E Main St. Richmond, IN 47374
Dubois County Assessor	1 Courthouse Sq. Jasper, IN 47546
Clark County Assessor	501 E Court Ave. Jeffersonville, IN 47130
Noble County Assessor	107 Weber Rd. Albion, IN 46701
Putnam County Assessor	1 Courthouse Sq. Greencastle, IN 46135
Gibson County Assessor	101 N Main St. Princeton, IN 47670
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Gibson County Assessor	101 N Main St. Princeton, IN 47670
Knox County Assessor	111 N 7th St. Vincennes, IN 47591
Pike County Assessor	801 Main St. Petersburg, IN 47567
Hendricks County Assessor	355 S Washington St. Danville, IN 46122

JURISDICTION	ADDRESS
Owen County Assessor	60 S Main St. Spencer, IN 47460
Delaware County Assessor	100 W Main St. Muncie, IN 47305
Hamilton County Assessor	33 N 9th St. Noblesville, IN 46060
Monroe County Assessor	100 W. Kirkwood Ave, Room 104 Bloomington, IN 47404
Greene County Assessor	Courthouse Square Room 125 Bloomfield, IN 47424
Allen County Assessor	1 E Main St., Rm. 407 Fort Wayne ,IN 46802
Vigo County Assessor	189 Oak St. Terre Haute, IN 47807
Montgomery County Assessor	100 E Main St. Crawfordsville, IN 47933
Jay County Assessor	120 N Court St. Portland, IN 47371
Saint Joseph County Assessor	227 W Jefferson Blvd. South Bend, IN 46601
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Union County Assessor	26 W Union St. Liberty, IN 47353
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
LaGrange County Assessor	114 West Michigan St. Lagrange, IN 46761
Jay County Assessor	120 N Court St. Portland, IN 47371
Floyd County Assessor	311 Hauss Square New Albany, IN 47150
Porter County Assessor	155 Indiana Ave. Valparaiso, IN 46383
Shelby County Assessor	25 W Polk St. Shelbyville, IN 46176
Knox County Assessor	111 N 7th St. Vincennes, IN 47591
Clark County Assessor	501 E Court Ave. Jeffersonville, IN 47130
Vanderburgh County Assessor	1 NW ML King Jr Blvd. Evansville, IN 47708
Marion County	P.O. Box 7015

JURISDICTION	ADDRESS
Assessor	Indianapolis, IN 46207-7015
Allen County Assessor	1 E Main St., Rm. 407 Fort Wayne, IN 46802
Bartholomew County Assessor	440 3rd St. Columbus, IN 47201
Hendricks County Assessor	355 S Washington St. Danville, IN 46122
Clark County Assessor	501 E Court Ave. Jeffersonville, IN 47130
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
Posey County Assessor	126 E 3rd St. Mount Vernon, IN 47620
Hamilton County Assessor	33 N 9th St. Noblesville, IN 46060
Porter County Assessor	155 Indiana Ave. Valparaiso, IN 46383
Delaware County Assessor	100 W Main St. Muncie, IN 47305
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
Johnson County Assessor	86 W Court St. Franklin, IN 46131
Sullivan County Assessor	100 Courthouse Sq. Sullivan, IN 47882
Adams County Assessor	313 W Jefferson St. Decatur, IN 46733
Randolph County Assessor	100 S Main St. Winchester, IN 47394
Monroe County Assessor	100 W. Kirkwood Ave., Room 104 Bloomington, IN 47404
Hamilton County Assessor	33 N 9th St. Noblesville, IN 46060
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
Vanderburgh County Assessor	1 NW ML King Jr Blvd. Evansville, IN 47708
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
Porter County Assessor	155 Indiana Ave. Valparaiso, IN 46383
Hendricks County Assessor	355 S Washington St. Danville, IN 46122

JURISDICTION	ADDRESS
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
Vermillion County Assessor	P.O. Box 281 Newport, IN 47966
Vigo County Assessor	189 Oak St. Terre Haute, IN 47807
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Randolph County Assessor	100 S Main St. Winchester, IN 47394
Tippecanoe County Assessor	20 N 3rd St. Lafayette IN 47901
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Warrick County Assessor	One County Sq Boonville, IN 47601
Steuben County Assessor	317 S Wayne St. Angola IN 46703
Tippecanoe County Assessor	20 N 3rd St. Lafayette, IN 47901
Warrick County Assessor	One County Sq Boonville IN 47601
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Spencer County Assessor	200 Main St. Rockport, IN 47635
Lake County Assessor	2293 N Main St. Crown Point, IN 46307
Knox County Assessor	111 N 7th St. Vincennes, IN 47591
White County Assessor	P.O. Box 246 Monticello, IN 47960
Huntington County Assessor	201 N Jefferson St. Huntington, IN 46750
Marion County Assessor	P.O. Box 7015 Indianapolis, IN 46207-7015
Jefferson County PVA	815 W Market St. Louisville, KY 40202-2654
Grant Parish Assessor	200 Main St. Colfax, LA 71417
Evangeline Parish	200 Court St. Ste. 103

JURISDICTION	ADDRESS
Assessor	Ville Platte, LA 70586
Webster Parish Assessor	103 South Monroe St. Minden, LA 71058-0734
Caldwell Parish Assessor	201 Main St. #3 Columbia, LA 71418-1446
Avoyelles Parish Assessor	312 N Main St. Marksville, LA 71351
West Feliciana Parish Assessor	P.O. Box 279 Saint Francisville, LA 70775
Morehouse Parish Assessor	106 E. Jefferson Ave. Bastrop, LA 71220-1177
Livingston Parish Assessor	P.O. Box 307 Livingston, LA 70754
Concordia Parish Assessor	4001 Carter Street Vidalia, LA 71373
Bienville Parish Assessor	100 Courthouse Dr. Arcadia, LA 71001
Jefferson Davis Parish Assessor	300 N. State Street Jennings, LA 70546
Lincoln Parish Assessor	307 N. Homer Ruston, LA 71273
Desoto Parish Assessor	212 Adams St. Mansfield, LA 71052
West Carroll Parish Assessor	305 E. Main St. Oak Grove, LA 71263
East Carroll Parish Assessor	400 First Street Lake Providence, LA 71254
Washington Parish Assessor	908 Washington Street Franklinton, LA 70438
Bossier Parish Assessor	204 Burt Blvd. Benton, LA 71006
Jackson Parish Assessor	500 East Court Jonesboro, LA 71251
Lasalle Parish Assessor	1050 Courthouse St. #19 Jena, LA 71342
Tangipahoa Parish Assessor	15475 Club Deluxe Rd. Hammond, LA 70403
East Feliciana Parish Assessor	12064 Marston St. Clinton, LA 70722
Natchitoches Parish Assessor	P.O. Box 201 Natchitoches, LA 71457-0201
Beauregard Parish Assessor	P.O. Box 477 Deridder, LA 70634

JURISDICTION	ADDRESS
Cameron Parish Assessor	110 Smith Circle Cameron, LA 70631
Vernon Parish Assessor	301 E. Courthouse St. Leesville, LA 71496-1535
Assumption Parish Assessor	P.O. Box 576 Napoleonville, LA 70390
Saint Tammany Parish Assessor	701 N Columbia St. Covington, LA 70433
Lafourche Parish Assessor	403 St. Louis St. Thibodaux, LA 70301-3090
West Baton Rouge Parish Assessor	850 8th St., Rm 11 Port Allen, LA 70767
Ouachita Parish Assessor	P.O. Box 1127 Monroe, LA 71210-1127
Saint Landry Parish Assessor	P.O. Box 39 Opelousas, LA 70571-0039
Vermilion Parish Assessor	100 N. State Street Abbeville, LA 70510
Saint Bernard Parish Assessor	2118 Jackson Blvd Chalmette, LA 70043
Saint Martin Parish Assessor	415 St. Martin St. Saint Martinville, LA 70582
Acadia Parish Assessor	500 Court Circle Crowley, LA 70527-1329
Madison Parish Assessor	P.O. Box 423 Tallulah, LA 71284
Caddo Parish Assessor	501 Texas St., Rm 102 Shreveport LA 71101-5411
Terrebonne Parish Assessor	8026 Main St. #501 Houma, LA 70361
Iberia Parish Assessor	121 W Pershing St., Ste 100 New Iberia, LA 70560
Saint James Parish Assessor	5800 Hwy - P. O. Box 55 Convent, LA 70723
Rapides Parish Assessor	P.O. Box 2002 Alexandria, LA 71309-2002
Saint Mary Parish Assessor	P.O. Box 264 Franklin, LA 70538
Jefferson Parish Assessor	200 Derbigny St. Gretna, LA 70053
Plaquemines Parish Assessor	P.O. Box 7129 Belle Chasse, LA 70037-7129
East Baton Rouge	222 St. Louis St., Rm 126

JURISDICTION	ADDRESS
Parish Assessor	Baton Rouge, LA 70802
Orleans Parish Assessor, 1st Municipal District	P.O. Box 53406 New Orleans, LA 70153-3406
Iberville Parish Assessor	P.O. Box 697 Plaquemine, LA 70765
Saint Charles Parish Assessor	P.O. Box 303 Hahnville, LA 70057-0303
Saint John Parish Assessor	1801 W. Airline Highway La Place, LA 70068-3346
Lafayette Parish Assessor	P.O. Box 3225 Lafayette, LA 70502-3225
Ascension Parish Assessor	P.O. Box 544 Donaldsonville, LA 70346
Calcasieu Parish Assessor	1011 Lakeshore Dr. #101 Lake Charles, LA 70602-1346
Lakeville City Assessor	Town Hall Lakeville, MA 02347
Maryland State Assessor	301 West Preston Street Baltimore, MD 21201-2395
Augusta Municipal Assessor	16 Cony St. Augusta, ME 04330
Saginaw Township Assessor (Saginaw)	P.O. Box 6400 Saginaw, MI 48608
Rochester City Assessor (Oakland)	P.O. Box 430239 Pontiac, MI 48343
Big Rapids City Assessor (Mecosta)	226 N. Michigan Ave Big Rapids, MI 49307
Highland Park City Assessor (Wayne)	12050 Woodward Avenue Highland Park, MI 48203
Marshall City Assessor (Calhoun)	315 W Green St. Marshall, MI 49068
Fraser City Assessor (Macomb)	33000 Garfield Fraser, MI 48026
Chesterfield Township Assessor (Macomb)	47275 Sugarbush Road Chesterfield, MI 48047
Davison City Assessor (Genesee)	200 E. Flint Street, Ste. 2 Davison, MI 48423-1246
Olivet City Assessor (Eaton)	117 S. Main Street, Box 367 Olivet, MI 49076
Troy City Assessor (Oakland)	500 W. Big Beaver Troy, MI 48084
Grand Blanc City	203 E. Grand Blanc Road

JURISDICTION	ADDRESS
Assessor (Genesee)	Grand Blanc, MI 48439
Saint Clair Shores City Assessor (Macomb)	27600 Jefferson Circle Drive Saint Clair Shores, MI 48081
Bay City Assessor (Bay)	301 Washington Avenue Bay City, MI 48708
Albion City Assessor (Calhoun)	112 W Cass St. Albion, MI 49224
Howell City Assessor (Livingston)	611 East Grand River Howell, MI 48843
Northville City Assessor (Oakland)	215 W. Main Street Northville, MI 48167-1522
Auburn Hills City Assessor (Oakland)	P.O. Box 430239 Pontiac, MI 48343-0239
Huron Township Assessor (Wayne)	22950 Huron River Dr. New Boston, MI 48164
Riverton Township Assessor (Mason)	6141 N. Loggers Lane Ludington, MI 49431
Sterling Heights City Assessor (Macomb)	P.O. Box 8009 Sterling Heights, MI 48311
Franklin Township Assessor (Lenawee)	3922 Monroe Rd., PO Box 101 Tipton, MI 49287
Wyandotte City Assessor (Wayne)	3131 Biddle Ave. Wyandotte, MI 48192
Grant City Assessor (Newaygo)	P.O. Box 435 Grant, MI 49327
Ypsilanti City Assessor (Washtenaw)	One S. Huron Street Ypsilanti, MI 48197
East Lansing City Assessor (Ingham)	410 Abbott Rd. East Lansing, MI 48823
Portage City Assessor (Kalamazoo)	7900 S. Westnedge Ave. Portage, MI 49002
Mount Clemens City Assessor (Macomb)	One Crocker Blvd. Mount Clemens, MI 48043
Coopersville City Assessor (Ottawa)	289 Danforth Street Coopersville, MI 49404
Three Rivers City Assessor (Saint Joseph)	333 W. Michigan Ave. Three Rivers, MI 49093
Redford Township Assessor (Wayne)	15145 Beech Daly Road Redford, MI 48239
Riverview City Assessor (Wayne)	14100 Civic Center Drive Riverview, MI 48193
Novi City Assessor (Oakland)	P.O. Box 430239 Pontiac, MI 48343

JURISDICTION	ADDRESS
Harrison City Assessor (Clare)	P.O. Box 98 Saint Johns, MI 48879
Metamora Township Assessor (Lapeer)	730 W. Dryden Road Metamora, MI 48455
Dearborn City Assessor (Wayne)	16901 Michigan Ave. Suite 5 Dearborn, MI 48126
Roscommon Township Assessor (Roscommon)	P.O. Box 610 Houghton Lake, MI 48629
Sturgis City Assessor (Saint Joseph)	60450 S. Farrand Road Colon, MI 49040
Battle Creek City Assessor (Calhoun)	P.O. Box 1717 Battle Creek, MI 49016
Coldwater City Assessor (Branch)	One Grand St. Coldwater, MI 49036
Trenton City Assessor (Wayne)	2800 Third Street Trenton, MI 48183
Holly Township Assessor (Oakland)	P.O. Box 430239 Pontiac, MI 48343
Lapeer City Assessor (Lapeer)	576 Liberty Park Lapeer, MI 48446
Owosso Township Assessor (Shiawassee)	2998 W. M-21 Owosso, MI 48867
Southfield City Assessor (Oakland)	26000 Evergreen Rd. Southfield, MI 48037
Allen Park City Assessor (Wayne)	16850 Southfield Road Allen Park, MI 48101
Essexville City Assessor (Bay)	1107 Woodside Essexville, MI 48732
Kalkaska Township Assessor (Kalkaska)	P.O. Box 855 Kalkaska, MI 49646
Milford Township Assessor (Oakland)	P.O. Box 430239 Pontiac, MI 48343
Jackson City Assessor (Jackson)	161 W. Michigan Jackson, MI 49201
Pontiac City Assessor (Oakland)	P.O. Box 430239 Pontiac, MI 48343
Madison Heights City Assessor (Oakland)	P.O. Box 430239 Pontiac, MI 48343
Farmington Hills City Assessor (Oakland)	31555 Eleven Mile Rd. Farmington Hills, MI 48336
Bay Mills Township Assessor (Chippewa)	11 Windermere Drive Kincheloe, MI 49788
Utica City Assessor	7550 Auburn Road

JURISDICTION	ADDRESS
(Macomb)	Utica, MI 48317
Romulus City Assessor (Wayne)	11111 Wayne Road Romulus, MI 48174
Washington Township Assessor (Macomb)	57900 Van Dyke Washington, MI 48094
Stockbridge Township Assessor (Ingham)	P.O. Box 565 Stockbridge, MI 49285
Wheatland Township Assessor (Mecosta)	P.O. Box 229 Remus, MI 49340
Holland City Assessor (Ottawa)	270 S. River Ave, City Hall Holland, MI 49423
Ecorse City Assessor (Wayne)	3869 W Jefferson Ecorse, MI 48229
Ann Arbor City Assessor (Washtenaw)	P.O. Box 8647 Ann Arbor, MI 48107
Midland City Assessor (Midland)	333 W. Ellsworth St. Midland, MI 48640
Winsor Township Assessor (Huron)	P.O. Box 358 Pigeon, MI 48755
River Rouge City Assessor (Wayne)	16000 West Jefferson Ave River Rouge, MI 48101
Lansing City Assessor (Eaton)	124 W. Michigan Ave Lansing, MI 48933
Belleville City Assessor (Wayne)	6 Main Street Belleville, MI 48111
Monroe City Assessor (Monroe)	120 E. First St. Monroe, MI 48161
Hersey Township Assessor (Osceola)	118 N. Main Street, Box 900 Ewart, MI 49631
Livonia City Assessor (Wayne)	33000 Civic Center Drive Livonia, MI 48154
Flint City Assessor (Genesee)	1101 S. Saginaw St. Flint, MI 48502
Canton Township Assessor (Wayne)	1150 S. Canton Center Road Canton, MI 48188
Bangor Township Assessor (Bay)	180 State Park Drive Bay City, MI 48706-1763
Grand Rapids City Assessor (Kent)	300 Monroe, Nw Grand Rapids, MI 49503
Milan City Assessor (Washtenaw)	147 Wabash Street Milan, MI 48160-1594
Dearborn Heights City Assessor (Wayne)	6045 Fenton Ave. Dearborn Heights, MI 48127

JURISDICTION	ADDRESS
Detroit City Assessor (Wayne)	2 Woodward Ave, Caymc Ste. 82 Detroit, MI 48226
Warren City Assessor (Macomb)	One City Square Warren, MI 48093
Sumpter Township Assessor (Wayne)	23480 Sumpter Road Belleville, MI 48111
Clay County Assessor	1901 NE 48 St. Kansas City, MO 64118
Saint Charles County Assessor	201 N 2nd St, Rm 141 Saint Charles, MO 63301
Desoto County Assessor	365 Loshier St., Ste 100 Hernando, MS 38632
Hinds County Assessor	P.O. Box 22908 Jackson, MS 39225-2908
Cleveland County Assessor	P.O. Box 370 Shelby, NC 28151-0370
Durham County Assessor	P.O. Box 3397 Durham, NC 27702
Guilford County Assessor	P.O. Box 3138 Greensboro, NC 27402-3138
Mecklenburg County Assessor	P.O. Box 36819 Charlotte, NC 28236-6819
Wake County Assessor	P.O. Box 2331 Raleigh, NC 27602-2331
Bernalillo County Assessor	P.O. Box 27108 Albuquerque, NM 87125
Washoe County Assessor	1001 E. 9th Reno, NV 89520
Clark County Assessor	500 S. Grand Central Pkwy Las Vegas, NV 89155-1425
Rogers County Assessor	200 S Lynn Riggs Blvd. Claremore, OK 74017
Morrow County Assessor	100 Court Street #104 Heppner. OR 97836
Clackamas County Assessor	150 Beaver Creek Rd. Oregon City, OR 97045
Washington County Assessor	155 N First Avenue Hillsboro, OR 97124
Multnomah County Assessor	P.O. Box 2716 Portland, OR 97208-2716
Spartanburg County Assessor	366 N. Church Street, # 200 Spartanburg, SC 29303
Haywood County	11 South Lafayette Street

JURISDICTION	ADDRESS
Assessor	Brownsville, TN 38012
Crockett County Assessor	Crockett County Courthouse Alamo, TN 38001-1746
Sumner County Assessor	355 N Belvedere Drive Gallatin, TN 37066
Lincoln County Assessor	112 Main Avenue South Fayetteville, TN 37334
Humphreys County Assessor	102 Thompson St. Waverly, TN 37185
Williamson County Assessor	1320 W Main St. Franklin, TN 37064
Wilson County Assessor	Wilson County Courthouse Lebanon, TN 37087
Obion County Assessor	P.O. Box 327 Union City, TN 38281-0327
Madison County Assessor	100 E Main Jackson, TN 38301
Maury County Assessor	6 Public Square Columbia, TN 38401
Blount County Assessor	351 Court Street Maryville, TN 37804-5906
Jefferson County Assessor	P.O. Box 975 Dandridge, TN 37725
Montgomery County Assessor	350 Pageant Lane Clarksville, TN 37040
Anderson County Assessor	100 North Main Street Clinton, TN 37716-3617
Bradley County Assessor	P.O. Box 1412 Cleveland, TN 37364-1412
Hamilton County Assessor	6135 Heritage Park Drive Chattanooga, TN 37416
Rutherford County Assessor	319 North Maple St. Murfreesboro, TN 37130
Shelby County Assessor	1075 Mullins Station Road Memphis, TN 38134-7725
Roane County Assessor	Roane County Courthouse Kingston, TN 37763
Knox County Assessor	400 Main St. Knoxville, TN 37902
Davidson County Assessor	700 2nd Ave South Nashville, TN 37219-6305
El Paso County Appraiser	5801 Trowbridge Dr. El Paso, TX 79925-3345

JURISDICTION	ADDRESS
Jefferson County Appraiser	4610 S 4th St. Beaumont, TX 77720
Nueces County Appraiser	201 N Chaparral St. Ste 206 Corpus Christi, TX 78401-2503
Travis County Appraiser	8314 Cross Park Dr. Austin TX 78714-9012
Bexar County Appraiser	P.O. Box 830248 San Antonio, TX 78283
Dallas County Appraiser	P.O. Box 560368 Dallas, TX 75356-0368
Harris County Appraiser	P.O. Box 922007 Houston, TX 77292-2007
San Juan County Assessor	117 South Main St. Monticello, UT 84535
Sevier County Assessor	250 North Main St. Richfield, UT 84701
Duchesne County Assessor	734 N. Center Duchesne, UT 84021
Uintah County Assessor	152 East 100 North Vernal, UT 84078
Emery County Assessor	75 East Main Castle Dale, UT 84513
Carbon County Assessor	120 East Main Price, UT 84501
Juab County Assessor	160 North Main Nephi, UT 84648
Millard County Assessor	50 South Main Fillmore, UT 84631
Kane County Assessor	180 West 300 North Kanab, UT 84741
Sanpete County Assessor	160 North Main Manti, UT 84642
Summit County Assessor	60 North Main Coalville, UT 84017
Washington County Assessor	87 North 200 East St George, UT 84770
Beaver County Assessor	105 East Center Beaver, UT 84713
Cache County Assessor	179 N. Main St. Logan, UT 84321
Weber County Assessor	2380 Washington Blvd Ogden, UT 84401
Wasatch County	25 North Main

JURISDICTION	ADDRESS
Assessor	Heber City, UT 84032
Box Elder County Assessor	1 South Main Street Brigham City, UT 84302
Iron County Assessor	68 S. 100 E Parowan, UT 84761
Utah County Assessor	100 East Center St. Provo, UT 84606
Davis County Assessor	61 S Main Street, Rm 302 Farmington, UT 84025
Tooele County Assessor	47 South Main Tooele, UT 84074
Salt Lake County Assessor	2001 South State St. #Room N23 Salt Lake City, UT 84114-7221
Bath County Assessor	P.O. Box 130 Warm Springs, VA 24484
Albemarle County Assessor	401 McIntire Road Charlottesville, VA 22902
Roanoke County Assessor	P.O. Box 20409 Roanoke, VA 24018-0513
Suffolk City Assessor	P.O. Box 1459 Suffolk, VA 23439
Nottoway County Assessor	270 West Courthouse Road Nottoway, VA 23955
Salem City Assessor	P.O. Box 869 Salem, VA 24153
Alleghany County Assessor	9212 Winterberry Ave. Covington, VA 24426
Wythe County Assessor	225 S Fourth St. Wytheville, VA 24382
Louisa County Assessor	P.O. Box 8 Louisa, VA 23093
Henrico County Assessor	P.O. Box 90775 Henrico, VA 23273-0775
Amelia County Assessor	16360 Dunn St. Ste 102 Amelia Court House, VA 23002
Buckingham County Assessor	P.O. Box 138 Buckingham, VA 23921-0138
Greensville County Assessor	1781 Greensville County Circle Emporia, VA 23847
Rockingham County Assessor	20 East Gay Street Harrisonburg, VA 22802
Prince George County Assessor	P.O. Box 155 Prince George, VA 23875

JURISDICTION	ADDRESS
Portsmouth City Assessor	801 Crawford Street Portsmouth, VA 23704
King William County Assessor	P.O. Box 217 King William, VA 23086
Stafford County Assessor	P.O. Box 98 Stafford, VA 22555
Martinsville City Assessor	55 W. Church St., Rm 101 Martinsville, VA 24114-1222
Wise County Assessor	P.O. Box 1278 Wise, VA 24293
Petersburg City Assessor	135 N. Union Street Petersburg, VA 23803
Pittsylvania County Assessor	P.O. Box 272 Chatham, VA 24531-0272
Montgomery County Assessor	755 Roanoke Street Christiansburg, VA 24073
York County Assessor	P.O. Box 190 Yorktown, VA 23690-0190
Williamsburg City Assessor	P.O. Box 245 Williamsburg, VA 23187-0245
Southampton County Assessor	P.O. Box 760 Courtland, VA 23837
Virginia Beach City Assessor	2401 Courthouse Drive Virginia Beach, VA 23456
Hopewell City Assessor	P.O. Box 1604 Hopewell, VA 23860
Rockbridge County Assessor	P.O. Box 1160 Lexington, VA 24450
Surry County Assessor	P.O. Box 35 Surry, VA 23883
Bedford City Assessor	215 East Main St. Bedford, VA 24523
Hampton City Assessor	P.O. Box 636 Hampton, VA 23669
New Kent County Assessor	P.O. Box 99 New Kent, VA 23124
Covington City Assessor	333 W. Locust Street Covington, VA 24426-0058
Sussex County Assessor	P.O. Box 1398 Sussex, VA 23884
Hanover County Assessor	P.O. Box 129 Hanover, VA 23069
Charlottesville City	P.O. Box 2964

JURISDICTION	ADDRESS
Assessor	Charlottesville, VA 22902
Lynchburg City Assessor	P.O. Box 858 Lynchburg, VA 24505-0858
Bedford County Assessor	122 E. Main St. #103 Bedford, VA 24523
Amherst County Assessor	P.O. Box 719 Amherst, VA 24521
Colonial Heights City Assessor	201 James Ave. Colonial Heights, VA 32834
Augusta County Assessor	18 Govt Ctr Lane Verona, VA 24482
Mecklenburg County Assessor	P.O. Box 360 Boydton, VA 23917
Danville City Assessor	P.O. Box 480 Danville, VA 24543
Roanoke City Assessor	215 Church Ave. SW Roanoke, VA 24011
Chesapeake City Assessor	P.O. Box 15285 Chesapeake, VA 23328
Manassas City Assessor	P.O. Box 125 Manassas, VA 20108-0125
Radford City Assessor	619 Second Street Radford, VA 24141
Newport News City Assessor	2400 Washington Avenue Newport News, VA 23607-4389
Richmond City Assessor	900 East Broad Street Richmond, VA 23219
Halifax County Assessor	P.O. Box 1847 Halifax, VA 24558
Norfolk City Assessor	P.O. Box 2260 Norfolk, VA 23501-2260
Brunswick County Assessor	P.O. Box 669 Lawrenceville, VA 23868
Chesterfield County Assessor	P.O. Box 124 Chesterfield, VA 23832-0124
King County Assessor	500 Fourth Avenue, Room 736 Seattle, WA 98104-2384
Cudahy City Assessor (Milwaukee)	P.O. Box 415 Menasha, WI 54952
Kanawha County Assessor	409 Virginia Street East Charleston, WV 25301
Laramie County Assessor	309 W. 20th St. Suite 1100 Cheyenne, WY 82003-0307

JURISDICTION	ADDRESS
Sublette County Assessor	21 S. Tyler Ave. Pinedale, WY 82941
Teton County Assessor	200 South Willow St. Jackson, WY 83001
Fremont County Assessor	450 N. 2nd Street Lander, WY 82520
Converse County Assessor	107 North 5th St., Ste 126 Douglas, WY 82633-0057
Lincoln County Assessor	925 Sage Ave. Kemmerer, WY 83101
Carbon County Assessor	P.O. Box 520 Rawlins, WY 82301
Natrona County Assessor	200 North Center Casper, WY 82601
Sweetwater County Assessor	80 West Flaming Gorge Way Green River, WY 82935
CANADIAN TAX AUTHORITIES	
Canada Revenue Agency	875 Heron Rd Ottawa, ON K1A 1B1
City of Airdrie	202, 400 Main Street SE Airdrie, AB T4B 3G8
CSST	Commission de la Sante et de la Securite du Travail du Quebec, C.P. 11493 Succ. Centre-Ville Montreal, QC H3C 5S1
CSST	9, Rue Nicholson Salaberry-De-Valleyfield, QC J6T 4M4
Manitoba Finance Taxation Division	415 - 401 York Avenue Winnipeg, MB R3C 0P8
Minister of Finance And Enterprise	Tax and Revenue Administration, 9811-109 Street Edmonton, AB T5K 2L5
Nova Scotia Labour and Advanced Education	P.O. Box 697 Halifax, NS B3J 2T8
Revenue Quebec	3800 Marly St. Sainte-Foy, QC G1X 4A5
Revenue Services of British Columbia	Medical Services Plan Billing, P.O. Box 9482, Stn Prov Govt. Victoria, BC V8W 9W6
Workers Compensation Division	P.O. Box 2542 Stn M Calgary, AB T2P 5E7
Workers Compensation Division	P.O. Box 2323 Edmonton, AB T5J 3V3

JURISDICTION	ADDRESS
Workers Compensation Division	5668 South Street Halifax, NS B3J 2Y2
Workers Compensation Division	Canada Revenue Agency Tech Cntr, 875 Heron Rd Ottawa, ON K1A 1B1
Workers Compensation Division	1881 Scarth Street Regina, SK S4P 4L1
Workers Compensation Division	P.O. Box 4556 Regina, SK S4P 3Y3
Workers Compensation Division	6951 Westminster Highway Richmond, BC V76 1C6
Workers Compensation Division	P.O. Box 4115 Station A Toronto, ON M5W 2V3
Workers Compensation Division	P.O. Box 9600 Stn Terminal Vancouver, BC V6B 5J5

I swear that this is Exhibit "J" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
 In re: : Chapter 11
 :
 : Case No. 16-12825 (KJC)
 MODULAR SPACE HOLDINGS, INC., et al., :
 :
 : Jointly Administered
 Debtors.¹ :
 :
 : Re: D.I. 8
 ----- X

**INTERIM ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366
 (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF
 PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS
 BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES
 FROM ALTERING, REFUSING OR DISCONTINUING SERVICE,
 AND (IV) SCHEDULING A FINAL HEARING**

Upon the motion (the "Motion")² of the Debtors for (I) an interim order (this "Interim Order"), pursuant to sections 105(a) and 366 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (a) approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies; (b) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance; (c) prohibiting the Utility Companies from altering, refusing or discontinuing service to, or discriminating against, the Debtors solely on the basis of (i) the commencement of the Chapter 11 Cases, (ii) a debt that is owed by the Debtors for services rendered prior to the Petition Date or (iii) on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; and (d) scheduling a

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the First Day Declaration.

hearing on the Motion to consider granting the relief requested herein on a final basis (the “Final Hearing”); and (II) a final order granting the relief requested herein on a final basis (the “Final Order”), all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested 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 the Court having determined that consideration of the Motion is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and upon consideration of the First Day Declaration; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Proposed Adequate Assurance constitutes “adequate assurance of payment” for purposes of Bankruptcy Code section 366 of the Bankruptcy Code.
3. Within twenty (20) days after the date of this Order, the Debtors will (i) establish a newly-created, interest-bearing, segregated account (the “Utility Deposit Account”) and (ii) for each Utility Company listed on the Utility Company List, place a deposit for each Utility Company equal to approximately two (2) weeks of Utility Services (the “Utility Deposit”) into such Utility Deposit Account, provided, however, that no Utility Deposit shall be made for any Utility Company that already holds a deposit or prepayment equal to or greater than two (2) weeks of Utility Services. In addition, if a Utility Company holds a deposit or prepayment that is

less than two weeks of Utility Services, the portion of the Utility Deposit for that Utility Company shall be reduced by the amount of any prepetition deposit or prepayment.

4. The Utility Deposit, as may be reduced by application of the provisions of this Interim Order, shall be held for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtors.

5. The Debtors may reduce the Utility Deposit to the extent that it includes an amount (i) on account of a Utility Company that the Debtors subsequently determine, in their sole discretion, should be removed from the Utility Company List or (ii) that is already being held by a Utility Company as a deposit or prepayment in excess of unpaid charges for prepetition utility service.

6. The following procedures (the "Adequate Assurance Procedures") for any Utility Company not satisfied with the Proposed Adequate Assurance to request additional adequate assurance (an "Additional Assurance Request") are approved on an interim basis:

(a) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve, so that it is received no later than the confirmation date of the Plan, an Additional Assurance Request upon (i) ModSpace, 1200 Swedesford Road, Berwyn, PA 19312; (ii) proposed counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attn: James Bromley and Jane VanLare and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Ian J. Bambrick and Elizabeth S. Justison; (iii) United States Trustee, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Mark Kenney, Esq. (Mark.Kenney@usdoj.gov); (iv) counsel to the ad hoc group of the Debtors' prepetition secured bondholders, Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036, Attn: Michael Sage; (v) counsel to the lenders under the secured asset-based revolving credit facility entered into by ModSpace on June 6, 2011, Parker, Hudson, Rainer & Dobbs LLP, 303 Peachtree Street NE, Suite 3600, Atlanta, GA 30308, Attn: C. Edward Dobbs; (vi) counsel to any committee appointed in these Chapter 11 Cases; (vii) counsel to the administrative agents for the prepetition secured lenders; and (viii) the parties listed in the consolidated list of the thirty (30) largest unsecured creditors as filed by the Debtors in the Chapter 11 Cases or if any statutory committee has

been appointed in the Chapter 11 Cases, counsel to such committee (collectively, the “Adequate Assurance Notice Parties”).

(b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) include a summary of the Debtors’ payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and, if so, in what amount; (v) set forth why the Utility Company believes that the Proposed Adequate Assurance is not sufficient adequate assurance of payment; and (vi) be served upon the Adequate Assurance Notice Parties in the manner set forth above.

(c) Upon the Debtors’ receipt of an Additional Assurance Request, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company’s Additional Assurance Request.

(d) The Debtors may resolve any Additional Assurance Request or objection by mutual agreement with the Utility Company and may, in connection with any such agreement, modify the amount contributed to the Utility Deposit Account for the benefit of such Utility Company and/or provide the Utility Company with an alternative form of adequate assurance of payment, without further order of this Court, if the Debtors believe that such additional assurance is reasonable.

(e) Should the Debtors be unable to reach a mutual resolution with respect to an Additional Assurance Request within a reasonable period, the Debtors shall, upon reasonable notice, schedule the matter for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code. Pending resolution of any Additional Assurance Request, the Utility Company shall be prohibited from altering, refusing, or discontinuing service, including as a result of unpaid charges for prepetition services. For the avoidance of doubt, any Utility Company that submits an Additional Assurance Request or files an objection as set forth in the Order granting the relief requested shall be forbidden from altering, refusing or discontinuing services to the Debtors unless the Court orders otherwise.

(f) All Utility Companies who do not timely file an objection or make an Additional Assurance Request pursuant to the Adequate Assurance Procedures shall be deemed to consent to the Proposed Adequate Assurance and shall be bound by any order entered by this Court granting the Motion.

7. The Debtors are authorized, in their sole discretion, to amend or supplement Schedule 1 attached hereto to add or delete any Utility Company, and this Interim Order shall apply to any such Subsequently Identified Utility Company that is added to Schedule 1. The

Debtors shall serve a copy of this Interim Order on any Subsequently Identified Utility Company, along with an amended Schedule 1 and a copy of the Motion, and such Subsequently Identified Utility Company shall be subject to the Adequate Assurance Procedures.

8. Any Utility Company that fails to submit an Additional Assurance Request or file an objection as set forth in this Order shall be deemed to have adequate assurance of payment that is satisfactory to it within the meaning of section 366 of the Bankruptcy Code and shall be forbidden from altering, refusing or discontinuing service to the Debtors on account of any prepetition charges, subject to the Utility Company's rights to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code. For the avoidance of doubt, any Utility Company that submits an Adequate Assurance Request or files an objection as set forth in this Order shall be forbidden from altering, refusing, or discontinuing services to the Debtors unless the Court orders otherwise.

9. This Interim Order shall be binding on all Utility Companies, regardless of when each Utility Company was added to the Utility Company List; provided, however, that for each additional Utility Company that may be added, the Debtors will increase the amount of the Utility Deposit by an amount equal to the cost of two (2) weeks of Utility Services provided by such Subsequently Identified Utility Company to the Debtors, provided further, however, that no Utility Deposit shall be made for any Subsequently Identified Utility Company that already holds a deposit or prepayment equal to or greater than two weeks of Utility Services in excess of unpaid charges for prepetition utility service. In addition, if a Subsequently Identified Utility Company holds a deposit or prepayment that is less than two (2) weeks of Utility Services, the portion of the Utility Deposit for that Subsequently Identified Utility Company shall be reduced

by the amount of any prepetition deposit or prepayment in excess of unpaid charges for prepetition utility service.

10. If any utility account with a Utility Company is closed during the course of the Chapter 11 Cases, without the need for further order of this Court or notice to any parties, the Debtors shall be authorized to decrease the amount of the Utility Deposit by withdrawing from the Utility Deposit Account the amount deposited with respect to the closed account.

11. The Final Hearing on the Motion is scheduled for January 19, 2017, at 11:00 a.m. (prevailing Eastern time), and any objections or responses to the Motion (each, an "Objection") shall be filed and served upon the Adequate Assurance Notice Parties so that the Objection is actually received on or before January 12, 2017, at 4:00 p.m.

12. If no Objections are filed to the Motion, the Court may enter the Final Order without further notice or hearing.

13. Pending both entry of the Final Order and resolution of any Additional Assurance Request or Objection, the Utility Companies, including the Subsequently Identified Utility Companies, shall be prohibited from (i) discriminating against the Debtors (ii) altering, refusing or discontinuing service to the Debtors or (iii) requiring payment of a deposit or other security for postpetition Utility Services, other than the Adequate Assurance Deposit, as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices.

14. This Interim Order shall apply to all Utility Companies providing Utility Services to the Debtors and is not limited to those listed on the Utility Company List.

15. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under Bankruptcy Code section 366 of the Bankruptcy Code, whether or not such entity is listed on Schedule 1 attached hereto.

16. This Interim Order is without prejudice to the Debtors' right to contest any amount owed to a Utility Company. Nothing in this Interim Order or the Motion shall be deemed to constitute postpetition assumption or adoption of any agreement under section 365 of the Bankruptcy Code. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtors may have to subsequently dispute such obligation on any ground that applicable law permits.

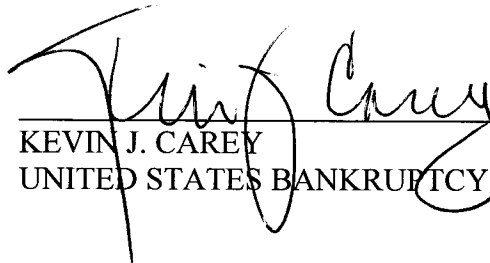
17. This Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

18. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

19. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

20. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

Dated: Wilmington, Delaware
December 22, 2016



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1**U.S. Utilities Companies**

AT &T Mobility	P.O. Box 6463 Carol Stream, IL 60197-6463
CenturyLink	P.O. Box 4300 Carol Stream,IL-60197-4300
Charles County Government	P.O. Box 1630 La Plata MD 20646-1630
Frontier Communications	P.O. Box 740407 Cincinnati, OH 45274-0407
Global Star	P.O. Box 30519, Los Angeles, CA 90030-0519
Suburban Propane	PO Box 160, Whippany, NJ 07981
Suez Energy Resources	P.O. Box 25237 Lehigh Valley PA 18002-5327
Engie Resources	P.O. Box 9001025, Louisville, KY 40290-1025
Verizon Business DBA MCI Communication Services, Inc.	P.O. Box 371873 Pittsburgh, PA -15250-7873
Verizon Business DBA MCI Communication Services, Inc.	P.O. Box 371873 Pittsburgh, PA -15250-7392
Verizon Business DBA MCI Communication Services, Inc.	P.O. Box 371873 Pittsburgh, PA -15250-7322
Verizon Business DBA MCI Communication Services, Inc.	P.O. Box 371355 Pittsburgh, PA-15250-7322
Verizon Business DBA MCI Communication Services, Inc.	P.O. Box 382040 Pittsburgh, PA-15251-8040
Alabama Power Company	P O Box 242 Birmingham, AL-35292
Ameren Missouri	P.O. Box 66301 St Louis, MO 63166-6301
American Electric Power	P.O. Box 24418 Canton 226,OH-447014418
American Electric Power Ohio	P.O. Box 24418 Canton 226,OH-447014418
Appalachian Power	P.O. Box 24413 Canton,OH-447014413
Atmos Energy	P.O. Box 790311 St. Louis, MO 63179-0311
Baltimore Gas And Electric	P.O. Box 13070 Philadelphia,PA-19101-3070
Brandywine Grande B LP	PO Box 826730, Philadelphia, PA 19182

Brandywine Operating Partnership	P.O. Box 8538-363 Philadelphia, PA 19171
Butler County Water & Sewer	P.O. Box 778, Hamilton OH 45012-0778
California Water Service Company	P O Box 940001 San Jose,CA-95194
Cameron Communications	P.O. Box 110 Sulphur, LA-70664-0110
Center Point Energy	P.O. Box 4671 Houston, TX 77210
Chesterfield County Utilities Department	P.O. Box 26725 Richmond, VA 23261- 6725
City Of Olive Branch	9200 Pigeon Roost Olive Branch, MS- 38654
City Of Albuquerque	P.O. Box 1313 Albuquerque, NM-87103
City Of Aurora, Colorado – Utility Dept.	P.O. Box 31629 Aurora, CO-80041
City Of Bakersfield	P.O. Box 2057 Bakersfield, CA-93303
City Of Beaumont Water Utility	P O Box 521 Beaumont, TX-77704
City Of Chandler	P.O. Box 52613 Phoenix, AZ-85072
City Of Charlotte	Billing Center P.O. Box 1316 Charlotte, NC 28201-1316
City Of Columbus Water & Sewer Service	P.O. Box 182882 Columbus,OH-43218
City Of Corpus Christi	P.O. Box 659722 San Antonio, TX- 78265-9722
City Of Elgin	P.O. Box 88025 Chicago, IL 60680-1025
City Of Fontana	8353 Sierra Ave Fontana, CA-92335
City Of Fresno	P.O. Box 2069 Fresno, CA-93718
City Of Greensboro	P.O. Box 1170 Greensboro, NC- 274021170
City Of Houston (Water Department)	P.O. Box 1560 Houston, TX-77251
City Of Irving Utilities	P.O. Box 15228 Irving, TX 75015
City Of Jackson	CS Dept #03-079 P.O. Box 1595 Jackson, MS 39215
City Of Kent	P.O. Box 84665 Seattle,WA-98124
City Of Middletown	245 DeKoven Drive Middletown CT 06457

City Of Ocala Electric Utility	P.O. Box 30749 Tampa, FL 33630-3749
City Of Pasadena Texas	Water Dept P.O. Box 1337 Pasadena, TX-77501
City Of Pompano Beach	P O Box 908 Pompano Beach, FL-33061
City Of Portland	P.O. Box 4216 Portland, OR-97208
City Of Poway	P.O. Box 51097, Los Angeles, CA 90051-5397
City Of Raleigh	P.O. Box 71081 Charlotte, NC-28272
City Of Selma	9375 Corporate Drive Selma, TX 78154
City Of Taunton	15 Summer St Taunton, MA 02780
City Of Tucson1	P.O. Box 28804 Tucson, AZ-85726-8804
City Of Tulsa	P O Box 2701 Tulsa, OK-74187
City Of West Sacramento	P.O. Box 2220 West Sacramento, CA-95691
Citizens Energy Group	P.O. Box 1990 Indianapolis, IN 46206-1990
Clark County Water	P.O. Box 98526 Las Vegas, NV 89193
Clayton County Water Authority	1600 Battle Creek Road Morrow, GA-30260
Columbia Gas Of Virginia	P.O. Box 742529 Cincinnati, OH-45274-2529
Comcast	PO Box 37601, Philadelphia, PA 19101
Conewago Industrial Park	P.O. Box 332 Lemoyne, PA 17043-0332
CPS Energy	P.O. Box 2678 San Antonio, TX-78289-0001
Dominion-Virginia Power	P.O. Box 26543 Richmond, VA-23290
DTE Energy Company	P.O. Box 740786 Cincinnati, OH 45274-0786
Duke Energy	P.O. Box 1326 Charlotte, NC 28201-1326
Duke Energy	P.O. Box 1004 Charlotte, NC 28201
Duke Energy	P.O. Box 70516 Charlotte, NC-28272
East Farmingdale Water Dist	P.O. Box 9224 Uniondale, NY 11555

El Paso Electric	P.O. Box 650801, Dallas, TX 75265-0801
El Paso Water	P.O. Box 511 El Paso, TX 79961-0001
Entergy	P.O. Box 8105 Baton Rouge, LA-70891-8108
Entergy Services	P.O. Box 8108 Baton Rouge, LA-70891-8108
Entergy Services	P.O. Box 8104 Baton Rouge, LA-70891-8104
Entergy Services	P.O. Box 8103 Baton Rouge, LA-70891-8104
Eversource	P.O. Box 150493 Hartford, CT-06115
FL Governmental Utility Authority	Po Box 151225 Cape Coral, FL 33915-1225
Florida Power & Light Co	General Mail Facility Miami, FL-33188
Fontana Water	P.O. Box 5970 El Monte, CA-91734
Georgia Power Company	96 Annex Atlanta, GA-30396
Granite Telecommunications	P.O. Box 983119 Boston, MA 02298-3119
Hayward Water System	P.O. Box 7181 Pasadena, CA 91109-7181
Indianapolis Power & Light Co	P.O. Box 110 Indianapolis, IN-46206
Jacksonville Electric Authority (JEA)	P.O. Box 45047 Jacksonville, FL-32231-5047
Kansas City Power & Light Co.	P.O. Box 219330 Kansas City, MO-64121-9330
KCMO Water Services Department	P.O. Box 807045, Kansas City, MO 64180-7045
Knoxville Utilities Board	P O Box 59017 Knoxville, TN-37950
Lafayette Utilities System	P O Box 4024 Lafayette, LA-70502
Lakeland Electric	P O Box 32006 Lakeland, FL-33802
Las Vegas Valley Water District	1001 S Valley View Blvd. Las Vegas, NV-89153
Lee County Utilities	Po Box 30738 Tampa, FL 33630-3735
Long Island Power Authority	P.O. Box 888 Hicksville, NY-11802
Louisville Gas & Electric Co (LG&E)	P.O. Box 538612 Atlanta, GA 30353-8612

Louisville Water Co	P.O. Box 32460 Louisville, KY-40232
Madison Suburban Utility District	108 W. Webster St, P.O. Box 175 Madison, TN 37116
McKenzie County Water	201 5th St NW Suite 1456 Watford City, ND 58854
McKenzie Electric Cooperative	P.O. Box 649 Watford City, ND 58854- 0649
Metro Water Service	P.O. Box 305225, Nashville, TN 37230- 5225
Miami-Dade Water & Sewer	P.O. Box 026055 Miami, FL-33102
Middleborough Gas & Electric Dept.	P O Box 92 Middleborough, MA-02346
Middlesex Water Company	P.O. Box 96251 Washington, DC 20090- 6251
Mobile Area Water And Sewer	P.O. Box 2252 Dept. 3217 Birmingham, AL-352871276
Mountaineer Gas	P.O. Box 362 Charleston, WV-25322
Constellation Energy	P.O. Box 105223 Atlanta, GA 30348- 5223
Nashville Electric Service	1214 Church St Nashville, TN-37246
National Grid	P.O. Box 11742 Newark, NJ 07101-4742
New Mexico Gas Company	P.O. Box 173341 Denver, CO 80217- 3341
PNM Electric Service	P.O. Box 17970 Denver, CO 80217-0970
Nexvortex	510 Spring St Suite 250, Herndon, VA 20170
Nicor	P.O. Box 0632 Aurora, IL-60507
North Penn Water Authority	P.O. Box 1659 Lansdale, PA 19446
Northcentral Electric Power Assoc.	P.O. Box 405 Byhalia, MS-38611-0405
Northwest Natural Gas	P.O. Box 6017 Portland, OR-97228-6017
NV Energy	P.O. Box 30086 Reno, NV-89520-3086
NV Energy	P.O. Box 30065 Reno, NV-89520
Orlando Utilities Commission	P.O. Box 4901 Orlando, FL-32802-4901
Osterman Propane	P.O. Box 150 Whitsville, MA 01588- 0150

Pennsylvania American Water	P.O. Box 371412 Pittsburgh, PA 15250
Peoples Natural Gas	P.O. Box 644760 Pittsburgh, PA 15264-4760
PG&E	P.O. Box 997300 Sacramento, CA-958997300
Piedmont Natural Gas	P.O. Box 660920 Dallas, TX 75266-0920
Portland General Electric	P.O. Box 4438 Portland, OR-97208
PPL Electric Utilities Corporation	P.O. Box 25247 Lehigh Valley, PA 1802-5247
Progress Energy Florida, Inc.	P.O. Box 1004 Charlotte, NC 28201
Duke Energy Progress	P.O. Box 2041 Raleigh, NC-27602
New Mexico Gas Company	P.O. Box 17970 Denver, CO 80217-0970
Public Service Company Of Oklahoma	P.O. Box 24421 Canton, OH-447014421
Public Service Electric Gas	P.O. Box 14444 New Brunswick, NJ 08906-4444
Puget Sound Energy	P.O. Box 91269 Bellevue, WA-98009
Questar Gas	P.O. Box 45841 Salt Lake City, UT-84139-000
Reliant Energy HL&P	P.O. Box 650475 Dallas, TX-752650475
Rocky Mountain Power	1033 Ne 6th Ave. Portland, OR-97256-0001
St. Charles Parish	P.O. Box 108 Luling, LA 70070-0108
Salt Lake City Corporation	P.O. Box 30881 Salt Lake City, UT-84130-088
Salt River Project	P.O. Box 80062, Prescott, AZ 86304-8062
San Diego Gas And Electric Co	P.O. Box 25111 Santa Ana, CA-92799
Shakopee Public Utilities Commission	P.O. Box 470, Shakopee, MN 55379-0470
Silver Spring Township Authority	P.O. Box 1001 New Kingstown, PA-17072
SJWD Water District	P.O. Box 607 Lyman, SC-29365
Southern Calif Edison Co.	P.O. Box 300 Rosemead, CA-91772-0001
Southern Maryland Electric Corp. Inc.	P.O. Box 62261, Baltimore, MD 21264-2261

Suez Energy Resources	P.O. Box 25237 Lehigh Valley PA 18002-5328
Sumpter Township	23480 Sumpter Road Belleville, MI- 48111
Taunton Water Dept.	15 Summer St., Taunton, MA 02780
The Water Works Sewer Board	P.O. Box 830269 Birmingham, AL-35283
Town Of Dewitt Water District	5400 Butternut Dr. East Syracuse, NY 13057
Truckee Meadows Water Authority	P.O. Box 70002 Prescott, AZ 86304-7002
Tucson Electric Power	P.O. Box 80077 Prescott, AZ-86304-8077
UGI Utilities	P.O. Box 15523 Wilmington, DE 19886- 5523
United Water	P.O. Box 371804 Pittsburgh, PA-15250- 7804
Verizon	P.O. Box 28000 Lehigh Valley, PA- 18002-8000
Verizon	P.O. Box 920041, Dallas, TX 75392-0041
Verizon Wireless	P.O. Box 25505 Lehigh Valley, PA 18002-5505
Washington Gas	P.O. Box 37747 Philadelphia, PA 19101- 5047
Water & Sewer Administration	P.O. Box 1595 Jackson, MS-392151595
Water Resource District, County of McKenzie	201 5th Street NW, Suite 1456, Watford City, ND 58554
West Virginia American Water Co.	P.O. Box 371880 Pittsburgh, PA-15250- 7880
West Penn Power	P.O. Box 3615 Akron, OH 44309-3615
Western Allegheny County Municipal Auth.	403 Virginia Drive Oakdale, PA-15071
Windermere Utility Co.	P.O. Box 650784, Dallas, TX 75265-0784
WWS	P.O. Box 669300 Pompano Beach, FL 33066-9300
Wyoming Valley Sanitary Authority	P.O. Box 33 A Wilkes Barre, PA 18703
Xcel Energy	P.O. Box 9477 Minneapolis, MN-55484
XO Communications	14239 Collection Center Dr. Chicago, IL 60693

Canadian Utility Companies

0824594 B.C. Ltd.	10136 - 201 Street, Airdrie, AB, T4B 3G8
Apollo Propane Inc.	4020 - 118 Avenue, Edmonton, AB, T5W 1A1
Atkins Underground	81 Lowson Cr, Winnipeg, MB, R3P 0T3
Baka Communications Inc.	630 The East Mall, Etobicoke, ON, M9B 4B1
BC Hydro	Attn: Design Connect, Burnaby, BC, V3N 4X8
Bell Canada 1	Case Postale 8712, Montreal, QC, H3C 3P6
Bell Mobility Inc.	P.O. Box 5102, Burlington, ON, L7R 4R7
Bluewater Power	P.O. Box 2140, Sarnia, ON, N7T 7L6
Canwest Propane	5205-76 Ave, SE, Calgary, AB, T2C 3C8
City of Airdrie	202, 400 Main Street SE, Airdrie, AB, T4B 3G8
City of Ottawa - Water & Sewer	P.O. Box 3438 Station D, Airdrie, AB, T4B 3G8
City of Prince George	1100 Patricia Blvd, Airdrie, AB, T4B 3G8
City of Winnipeg	Assessment and Tax Branch, Airdrie, AB, T4B 3G8
Direct Energy Regulated Services	P.O. Box 1520 ,639 5th Avenue S.W., Calgary, AB, T2P 5R6
Elite Fire Protection Ltd	1 - 33605 Maclure Road, Airdrie, AB, T4B 3G8
Enbridge Consumers Gas	P.O. Box 680, Scarborough, ON, M1K 0A6
Envirotec Waste Management Ltd	P.O Box 25055, Airdrie, AB, T4B 3G8
Epcor Energy Services (Alberta) Inc.	P.O. Box 500, Edmonton, AB, T5J 3Y3
Fortis BC - Natural Gas	P.O. Box 6666 Stn. Terminal, Vancouver, BC, V6B 6M9
Gaz Metropolitain Incorporated	C P 6115 Succ Centre Ville, Montreal, QC, H3C 4N7
Halifax Regional Water	P.O. Box 8388 Rpo Csc, Airdrie, AB, T4B 3G8
Hydro One Brampton	175 Sandalwood Parkway, Brampton, ON, L7A 1E8

Hydro Ottawa	P.O. Box 4483, Station A, Toronto, ON, M5M 5Z1
Hydro Quebec	CP 11022 Succ Centre Ville, Montreal, QC, H3C 4V6
Manitoba Hydro	P.O. Box 7900 Stn Main, Winnipeg, MB, R3C 3A4
Michel Bazin	415 – 2E Avenue, Levis, QC, G6W 5M6
MTS Allstream Inc.	Box 7500, Winnipeg, MB, R3C 3B5
Newfoundland Power Inc.	P.O. Box 12069, St. John's, NL, A1B 4B6
Nova Scotia Power Incorporated	P.O. Box 848, Halifax, NS, B3J 2V7
Propane Guys Partnership	212 Quessy Drive, Martensville, SK, S0K 0A2
R.M. of Sherwood No.159	4400 Campbell Street, Airdrie, AB, T4B 3G8
Region of Peel	P.O. Box 4512 Station A, Airdrie, AB, T4B 3G8
Saskenergy	P.O. Box 6300, Regina, SK, S4P 4J5
Saskpower	P.O. Box 6300, Stn Main, Regina, SK, S4P 4J5
Sasktel	P.O. Box 2121, Regina, SK, S4P 4C5
Telus	P.O. Box 81030, Burnaby, BC, V5H 4K1
Tristen Hydro Vac & Tristen Septic Service	P.O. Box 6B, RR1, Airdrie, AB, T4B 3G8
Union Gas	P.O. Box 4001 Stn A, Toronto, ON, M5W 0G2
Yellowhead Industrial Park Water	P.O. Box 257, RR 4, Airdrie, AB, T4B 3G8

I swear that this is Exhibit "K" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X

In re:	:	Chapter 11
	:	
MODULAR SPACE HOLDINGS, INC., et al.,	:	Case No. 16-12825 (KJC)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	Re: D.I. 7

----- X

**ORDER (I) CONFIRMING THE ENFORCEMENT AND
APPLICABILITY OF SECTION 362 OF THE BANKRUPTCY CODE AND
(II) CONFIRMING THE DEBTORS' AUTHORITY WITH RESPECT TO
POSTPETITION OPERATIONS**

Upon the motion (the "Motion")² of Modular Space Holdings, Inc. ("Holdings") and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), for entry of an order, as more fully described in the Motion, enforcing and restating the automatic stay provision of the Bankruptcy Code, and the rights of the Debtors to continue business operations and the status and authority of certain non-Debtor affiliates; and the Court having jurisdiction to consider the Motion and the relief requested therein 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 the Court having determined that consideration of the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C.

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms used but not defined in this Order shall have the meaning ascribed to them in the Motion.

§§ 1408 and 1409; and the Court having reviewed the Motion and First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and good and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. Subject to the exceptions to the automatic stay provided in section 362(b) of the Bankruptcy Code and the right of any party in interest to seek relief from the automatic stay under section 362(d) of the Bankruptcy Code, effective as of the Petition Date, all persons (including individuals, partnerships, corporations, and other entities and all those acting on their behalf) and governmental units, ~~whether of the United States or Canada,~~ any state or locality therein or any territory or possession thereof, are stayed, restrained and enjoined from:

- a. commencing or continuing (including the issuance or employment of process) any judicial, administrative, or other action or proceeding against the Debtors that was or could have been commenced before the commencement of the Chapter 11 Cases or recovering a claim against the Debtors that arose before the commencement of the Chapter 11 Cases;
- b. enforcing, against the Debtors or against any property or assets of their estates, a judgment or order obtained before the commencement of the Chapter 11 Cases;
- c. taking any action to obtain possession of property or assets of the Debtors' estates or to exercise control over property or assets of the estate or interfere in any way with the conduct by the Debtors of their businesses, including, without limitation, attempts to interfere with deliveries or events or attempts to seize or reclaim any modular space units, equipment, supplies, or other assets the Debtors use in their businesses (whether such units, equipment, supplies, or other assets are owned, leased, or otherwise held by the Debtors);
- d. taking any action to create, perfect, or enforce any lien against any property or assets of the Debtors' estates;

- e. taking any action to create, perfect, or enforce against any property or assets of the Debtors any lien to the extent that such lien secures a claim that arose prior to the commencement of the Chapter 11 Cases;
- f. taking any action to collect, assess, or recover a claim against the Debtors that arose prior to the commencement of the Chapter 11 Cases;
- g. offsetting any debt owing to the Debtors that arose before the commencement of the Chapter 11 Cases against any claim against the Debtors; and
- h. commencing or continuing any proceeding before the United States Tax Court concerning the Debtors, subject to the provisions of 11 U.S.C. § 362(b).

3. Pursuant to section 362 of the Bankruptcy Code, effective as of the Petition Date, all persons and domestic governmental units, and all those acting on their behalf, are stayed, restrained and enjoined from in any way seizing, attaching, foreclosing upon, levying against, or in any other way interfering with any and all property or assets of the Debtor or the Debtors' estates, wherever located.

4. In accordance with section 362 of the Bankruptcy Code and principles of international comity and respect for the laws of the United States, foreign governments (including any division, department, agency, instrumentality or service thereof and all those acting on their behalf) are requested to refrain from any act specified in paragraph 2 hereof.

5. Effective as of the Petition Date, by operation of law as provided by sections 1107 and 1108 of the Bankruptcy Code, each Debtor is authorized to operate its business in the ordinary course, including, without limitation, negotiating and entering into business transactions, performing obligations, incurring liabilities and paying amounts in respect of such transactions as of the Petition Date as they become due and payable.

6. Pursuant to section 507(a)(2) of the Bankruptcy Code, all ordinary course business obligations incurred by the Debtors after the Petition Date are entitled to administrative

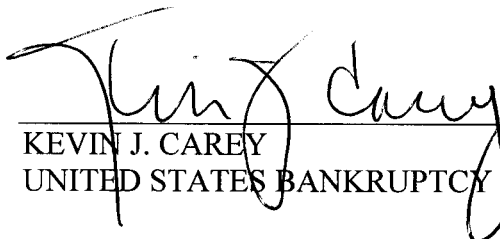
expense priority and, pursuant to section 363(c)(1) of the Bankruptcy Code, the Debtors are authorized to satisfy such obligations in the ordinary course of their business.

7. This Order is declarative and is intended to be coterminous with sections 362, 363, 541, 1107 and 1108 of the Bankruptcy Code. Nothing herein shall abridge, enlarge, nor modify the rights or obligations of any party.

8. Notwithstanding any provision of the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: December 22, 2016
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

I swear that this is Exhibit "L" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky)
DAVID ORLOFSKY)

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	Chapter 11
<i>In re</i>	:	Case No. 16-12825 (KJC)
MODULAR SPACE HOLDINGS, INC., et al.,	:	Jointly Administered
Debtors. ¹	:	RE: D.I. 13
	:	
	X	

INTERIM ORDER ESTABLISHING NOTIFICATION PROCEDURES AND APPROVING RESTRICTIONS ON CERTAIN TRANSFERS OF, OR CLAIMS FOR WORTHLESSNESS WITH RESPECT TO, THE DEBTORS' EQUITY SECURITIES

Upon the motion (the "Motion"),² of Modular Space Holdings, Inc. ("Holdings") and certain of its affiliates, as debtors and debtors in possession, (collectively, the "Debtors"), for entry of an order, as more fully described in the Motion, establishing notification procedures and approving restrictions on certain transfers of, or declarations of worthlessness for U.S. federal or state tax purposes with respect to, Holdings' equity securities, and upon consideration of the Declaration of David Orlofsky, Senior Managing Director of Zolfo Cooper LLP, in Support of First Day Motions and Applications, filed concurrently with the Motion; and adequate notice of the Motion having been given as set forth in the Motion; and it appearing that no other or further notice is necessary; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having determined that consideration of the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the

¹ The Debtors, along with the last four digits of each Debtor's tax identification number are: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

Court having determined that the legal and factual bases set forth in the Motion and the Declaration establish just cause for the relief requested in the Motion, and that such relief is in the best interests of the Debtors, their estates, their creditors and the parties in interest; and upon the record in these proceedings; and after due deliberation, it is hereby

FOUND THAT:

A. Unrestricted trading in equity interests in Holdings, or declarations of worthlessness for U.S. federal or state tax purposes with respect to such equity interests, prior to the Debtors' emergence from Chapter 11 could potentially limit the Debtors' ability, in connection with their eventual emergence from bankruptcy, to utilize net operating loss ("NOL") carryovers of Debtors for U.S. federal income tax purposes, pursuant to the rules under section 382 of the Internal Revenue Code.

B. The restrictions on trading and declarations of worthlessness, and procedures set forth herein are reasonable and proper in order to preserve such NOL carryovers, and are therefore in the best interests of the Debtors, their estates, and their creditors.

C. The relief requested in the Motion is authorized under sections 105(a), 362, and 541 of the Bankruptcy Code.

IT IS HEREBY ORDERED THAT:

The Motion is granted as on an interim basis, from the date hereof, as set forth herein; and

The following procedures and restrictions are imposed and approved:

1. Notice of Substantial Equityholder Status. Within thirty (30) days of the later of the Effective Time and the date on which an Entity becomes a Substantial Equityholder, each Substantial Equityholder shall serve on the Debtors and their attorneys (as per the instructions in the notice) a notice in the form attached hereto as Exhibit A-1 (a "Substantial Equityholder Notice"), setting forth summary information regarding the aggregate amount of each class of Stock of which it has Tax Ownership; provided that, neither Calera nor any other investment funds owned or managed by Calera shall be required to provide a Substantial Equityholder Notice. For the avoidance of doubt, Calera, Calera VI, LLC, Calera XI, LLC, Calera Capital Offshore Partners II, LP, Calera Capital Partners III, LP, and any other investment funds owned or managed by Calera that own Stock of Holdings shall be deemed to be a Substantial Equity Holder as of the Petition Date for purposes of this Interim Order.

2. Immediate Restrictions and Procedures for Trading in Stock. Any Entity that, after the Effective Time,

- (i) is not a Substantial Equityholder and wishes to purchase or otherwise acquire Tax Ownership of an amount of Stock (including through the exercise of any options, warrants or similar interests) that would cause the Entity to become a Substantial Equityholder;
- (ii) is a Substantial Equityholder and wishes to purchase or otherwise acquire Tax Ownership of any additional Stock (including through the exercise of any options, warrants or similar interests); or
- (iii) is a Substantial Equityholder and wishes to sell or otherwise dispose of Tax Ownership of any Stock, must, prior to the consummation of any such transaction, serve on the Debtors and their attorneys (as per the instructions in the notice) a notice in the form attached hereto as Exhibit A-2, in the case of a proposed acquisition of Stock, or Exhibit A-3, in the case of a proposed disposition of Stock (either such notice, a "Proposed Stock Transaction Notice"). If no written objection to the proposed transaction is filed with the Court by the Debtors within twenty-one (21) calendar days following the service of a Proposed Stock Transaction Notice, then the transaction may proceed. If a written objection to the proposed transaction is filed with the Court by the Debtors within such period, then the transaction may not be consummated unless approved by a final and nonappealable order of the Court; *provided, however*, that under no circumstances may the Debtors object to any purchase, sale, or other transfer of Tax Ownership of Stock by or to any Entity pursuant to a binding contract entered into by that Entity before the Effective Time. Further transactions within the scope of this section 2 must be the subject of additional notices as set forth herein with additional waiting periods.

3. Restrictions for Worthless Stock Deductions.

(a) Within thirty (30) days of the later of the Effective Time and the date on which an Entity becomes a 50% Shareholder, the 50% Shareholder shall file with the Court and serve on the Debtors and their attorneys (as per the instructions in the notice), a notice of such status, in the form attached hereto as Exhibit B.

(b) Prior to filing any federal or state tax return, or any amendment to such a return, claiming any deduction for worthlessness with respect to the Stock for a tax year ending before the Debtors' emergence from bankruptcy, a 50% Shareholder shall file with the Court and serve on the Debtors and their attorneys (as per the instructions in the notice) an advance written notice, in the form of Exhibit D (a "Declaration of Intent to Claim a Worthless Stock Deduction"), of the intent to claim a worthless stock deduction.

(c) If no written objection to the proposed claim of worthlessness is filed with the Court by the Debtors within thirty (30) calendar days following the service of a Declaration of Intent to Claim a Worthless Stock Deduction, then the filing of the tax return with such claim shall be permitted as set forth in the Declaration of Intent to Claim a Worthless Stock Deduction. If an objection is filed by the Debtors within such thirty (30) day period, the filing of the tax

return with such claim shall not be permitted unless approved by a final and non-appealable order of the Court. Additional tax returns within the scope of this paragraph shall be the subject of additional notices as set forth herein, each with an additional thirty (30) day waiting period.

4. Confidentiality.

The Debtors shall keep all information provided in notices delivered pursuant to this Order strictly confidential and shall not disclose the contents thereof to any person, except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided, however*, that the Debtors may disclose the contents thereof to their professional financial advisers, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to a petition or objection filed with the Court, such confidential information shall be filed under seal or in redacted form.

5. Sanctions for Noncompliance Relating to Stock.

Acquisitions and dispositions of Tax Ownership of Stock in violation of the restrictions and procedures set forth in section 2 shall be void ab initio, and the sanction for violating section 2 shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

6. Exceptions and Special Rules.

(a) *Agents.* Acquisitions and dispositions of Tax Ownership of Stock by an Entity acting as an Agent on behalf of another Entity shall not be subject to this Order with respect to that Agent; *provided, however*, that the account, customer, fund, principal, trust or beneficiary shall not be excluded from this Order by reason of this subsection, although there shall be no affirmative duty to inquire whether the account, customer, investment fund, principal, trust or beneficiary is subject to any restrictions or requirements under this Order.

(b) *Offsetting Acquisitions and Dispositions.* Acquisitions and dispositions of Tax Ownership of Stock by an Entity that net to zero at the end of a trading day and that settle on the same settlement date (including, without limitation, “day trading” transactions, and transactions in which an Entity acts as a “riskless principal” between customers by buying and selling the same aggregate amounts of securities) shall not be subject to this Order with respect to such Entity; *provided, however*, that such transactions shall not be excluded from this Order with respect to such Entity’s counterparties solely by reason of this subsection, although there shall be no affirmative duty to inquire whether such counterparties are subject to any restrictions or requirements under this Order.

(c) *Short Sales and Onlending.* The borrowing of Stock by an Entity for the purpose of effecting short sales or for onlending, whether for the Entity’s own account or for a customer account, shall not be subject to this Order with respect to such Entity or its customer, nor shall such short sales or onlending, so long as such borrowing does not occur prior to the day when such Stock is used to complete and settle the short sale or onlending; *provided, however*, that the purchaser of such Stock in a short sale shall not be excluded from this Order solely by reason of

this subsection, although there shall be no affirmative duty to inquire whether such purchaser is subject to any restrictions or requirements under this Order. The unwinding of such a short sale by the short-seller shall also not be subject to this Order, so long as the Stock used to close the borrowing is acquired on the date such Stock is returned to the lender.

(d) *Netting Agreements.* Where an Entity is a party to an enforceable netting agreement with respect to transactions in Stock, the Entity shall be treated for purposes of this Order as having an obligation to acquire or dispose of Tax Ownership on a given day of only the net amount of Stock that is to be acquired or disposed of on such day pursuant to such agreement.

(e) *Collateral for Money Loans.* The use of Stock as collateral for a money loan shall not be treated as giving rise to an acquisition or disposition of Tax Ownership of Stock that is subject to this Order; *provided, however*, that any transfer of collateral pursuant to the collection of such money loan shall not be excluded from this Order solely by reason of this subsection.

7. Discretionary Waiver by Debtors. The Debtors may waive any sanctions, remedies or notification procedures imposed by this Order on parties other than the Debtors.

8. Continued Compliance with Other Applicable Laws and Rules. The requirements set forth in this Order are in addition to the requirements of Bankruptcy Rule 3001(e) and applicable securities, corporate, and other laws, and do not excuse compliance therewith.

9. Definitions. For purposes of this Order, the following definitions shall apply:

“50% Shareholder” means any Entity that at any time since January 1, 2014 has or had Tax Ownership of an amount of Stock in the Debtors that would cause such Entity to be treated as a “50-percent shareholder” within the meaning of section 382(g)(4)(D) of the Internal Revenue Code and the applicable regulations thereunder.

“Agent” means a broker, account manager, agent, custodian, nominee, prime broker, clearinghouse or trustee (including an Indenture Trustee but not including a trustee qualified under section 401(a) of the Internal Revenue Code).

“Bankruptcy Code” means title 11 of the United States Code.

“Chapter 11” means Chapter 11 of the Bankruptcy Code.

“Class A Stock” means Class A common shares of Holdings.

“Common Stock” means common shares of Holdings.

“Debtors” has the meaning given in the first paragraph hereof.

“Effective Time” means the earlier of:

- (i) two hours after notice of this Interim Order first appears on the Bloomberg newswire service; and
- (ii) 9:00 A.M. Eastern Time on the morning when notice of this Interim Order is first published in The Wall Street Journal.

“Entity” means a person or entity for purposes of the rules under section 382 of the Internal Revenue Code.

“Holdings” has the meaning given in the first paragraph hereof.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

“Motion” has the meaning given in the first paragraph hereof.

“NOL” has the meaning given in the first paragraph of the findings hereof.

“Proposed Stock Transaction Notice” has the meaning given in section 2.

“Stock” means Class A Stock and Common Stock.

“Substantial Equityholder” means an Entity that has Tax Ownership of (i) at least 1,015,735 shares of Class A Stock (representing approximately 4.75% of the issued and outstanding shares of Class A Stock) or (ii) at least 166,208 shares of Common Stock (representing approximately 4.75% of the issued and outstanding shares of Common Stock).

“Substantial Equityholder Notice” has the meaning given in section 1.

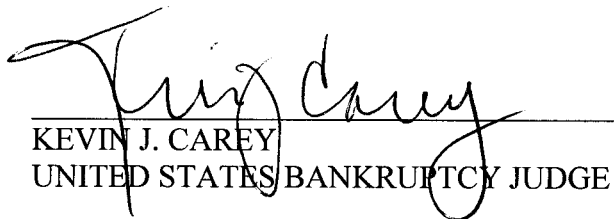
“Tax Ownership” means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under section 382 of the Internal Revenue Code. To the extent provided in those rules, Tax Ownership shall include, but not be limited to, direct and indirect ownership through other entities (e.g., a holding company would generally be considered to have Tax Ownership of all Stock owned by its subsidiaries), ownership by members of a person’s family and persons acting in concert and, in certain cases, ownership of an option, warrant, convertible security or similar interest.

10. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry; (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

11. The requirements set forth in Rule 6003(b) of the Federal Rules of Bankruptcy Procedure are satisfied by the contents of the Motion, or otherwise deemed waived.

12. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: December 22, 2016
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

I swear that this is Exhibit "M" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira
Notary Public)

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017

David Orlofsky
DAVID ORLOFSKY

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
 In re: : Chapter 11
 :
 MODULAR SPACE HOLDINGS, INC., et al., : Case No. 16-12825 (KJC)
 :
 : Jointly Administered
 :
 Debtors.¹ : Re: D.I. 10
 :
 ----- X

**ORDER AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF
GENERAL UNSECURED CREDITORS IN THE ORDINARY COURSE OF BUSINESS**

Upon the motion (the "Motion"),² of the Debtors for entry of an order authorizing the Debtors to pay allowed prepetition claims of general unsecured creditors in the ordinary course of business and for certain related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration, filed concurrently with the Motion; and due and sufficient notice of the Motion having been given under the particular circumstances, and it appearing that no other or further notice is necessary; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 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 consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby,

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition amounts owed to Creditors on account of Claims.
3. The Debtors are authorized, but not directed, to condition payment of Claims on a Creditor's maintenance or application of Customary Terms.
4. If a Creditor, after receiving payment on account of a Claim, ceases to provide Customary Terms or otherwise fails to perform under a contract with a Debtor, the Debtors, in their sole discretion, (a) may, without further notice to or action, order or approval of the Bankruptcy Court, deem such payment to apply to postpetition amounts payable to such Creditor, if applicable, or (b) may request authority from the Bankruptcy Court to recover such payment in cash from the Creditor as an avoidable postpetition transfer.
5. All applicable banks and other financial institutions are authorized to receive, process, honor and pay any and all checks and transfer requests evidencing amounts paid by the Debtors under this Order, whether presented prior to or after the Petition Date, in accordance with, and with the protections granted in, any order approving the Debtors' use of their cash management system filed in the Chapter 11 Cases.
6. The authorizations granted to the Debtors in this order are subject to the terms of any interim or final order (a "DIP Order") of this Court approving that certain Post-Petition Credit Agreement and that certain Post-Petition Security Agreement (collectively, together with

all schedules, exhibits, and annexes thereto, the “DIP Credit Agreement”) dated as of the closing thereof among Bank of America, N.A., as administrative and collateral agent, the lenders from time to time party thereto, and the Debtors, as borrowers. In the event that the relief granted herein is inconsistent with the terms of any DIP Order or the amounts detailed in the DIP Credit Agreement, the terms of such DIP Order shall control and the Debtors shall not be authorized to make any payments to the extent inconsistent with the DIP Order or DIP Credit Agreement. Nothing in this paragraph shall expand or limit the remedies of the DIP Agent or DIP Lenders (as defined in the DIP Order) provided in the DIP Order or the DIP Credit Agreement.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with any Claims.

8. Nothing contained in the Motion or this Order is intended or should be construed as a decision by the Debtors to assume or reject any executory contract or unexpired lease, or to effect the assumption or rejection of any executory contract or unexpired lease, pursuant to section 365 of the Bankruptcy Code.

9. Nothing contained in the Motion or this Order is intended or should be construed to create an administrative priority claim on account of any Claim.

10. Nothing contained in the Motion or this Order shall be deemed or construed as an admission as to the validity or priority of any claim or lien against the Debtors or as a waiver of the Debtors’ rights to dispute any claim or lien.

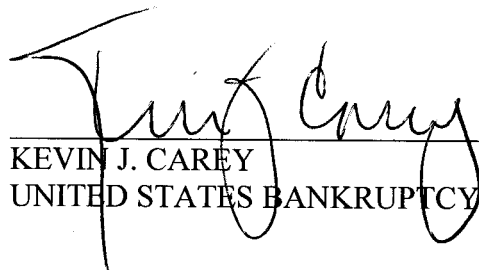
11. The contents of the Motion satisfy the requirements set forth in Bankruptcy Rule 6003(b).

12. The contents of the Motion satisfy the requirements set forth in Bankruptcy Rule 6004(a).

13. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

14. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: December 22, 2016
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

I swear that this is Exhibit "N" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
 In re: : Chapter 11
 :
 MODULAR SPACE HOLDINGS, INC., et al., : Case No. 16-12825 (KJC)
 :
 Debtors.¹ : Joint Administration Pending
 :
 : Re: D.I. 21
 ----- X

**ORDER (I) ESTABLISHING BAR DATES FOR FILING PROOFS OF CLAIM,
(II) APPROVING THE FORM AND MANNER FOR FILING PROOFS OF CLAIM AND
(III) APPROVING NOTICE THEREOF**

Upon the Motion² of Modular Space Holdings, Inc. ("Holdings") and Modular Space Intermediate Holdings, Inc. ("Intermediate"), as debtors and debtors in possession (collectively, with certain of their affiliates, the "Debtors") in the above-captioned cases, for entry of this Bar Date Order pursuant to Bankruptcy Code section 501, Bankruptcy Rules 2002 and 3003 and Local Rule 3003-1: (i) establishing 4:00 p.m., prevailing Eastern Time, on January 18, 2017 (the "General Bar Date"), as the last date and time to file proofs of claim based on general, unsecured claims that arose prepetition against Holdings or Intermediate (the "General Unsecured Claims") held by any entity other than a governmental unit, (ii) establishing 4:00 p.m., prevailing Eastern Time, on June 26, 2017 (the "Government Bar Date" and, together with the General Bar Date, the "Bar Dates") as the last date for governmental units to file proofs of claim against Holdings

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms used but not defined in this Order shall have the meaning ascribed to them in the Motion.

or Intermediate that arose prepetition (“Government Claims”) (iii) approving the manner for filing proofs of claim, (iv) approving notice thereof, and (v) granting related relief; and the Court having jurisdiction to consider this Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b)(1); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Motion; and upon the First Day Declaration, the record of the hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED:

1. The Motion is GRANTED as set forth herein.
2. The General Bar Date. The Bar Date by which proofs of claim in respect of General Unsecured Claims can be filed is **4:00 p.m. (ET) on January 18, 2017.**
3. The Government Bar Date: The Bar Date by which proofs of claim in respect of Government Claims can be filed is **4:00 p.m. (ET) on June 26, 2017.**
4. Notices and Forms. The forms of the Bar Date Notice, the Publication Notice, and the manner of providing notice of the Bar Dates proposed in the Motion, are APPROVED. The form and manner of notice of the Bar Dates approved hereby are deemed to fulfill the notice

requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other notice is necessary.

5. Any Entity that asserts a General Unsecured Claim or Government Bar Date is required to file an original, written proof of such General Unsecured Claim or Government Bar Date using Official Form No. 410 so as to be received on or before their applicable Bar Date by either mail or delivery by hand, courier, or overnight service to ModSpace Claims Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245 (together, the “Claims Docketing Center”).

6. The Claims Docketing Center will not accept proofs of claim sent by e-mail, facsimile, telecopy, or other electronic means. A proof of claim for a General Unsecured Claim or Government Claim shall be timely filed only if the original Claim Form is actually received by the Claims Docketing Center on or before their respective Bar Date.

7. The following entities holding General Unsecured Claims are not required to file proofs of claim:

- (a) any entity that has already properly filed with the Claims Docketing Center (as defined below) a proof of claim against one or more of the Debtors for which no other or additional amounts are sought or claims are asserted;
- (b) any ABL Lender or ABL Agent with respect to claims arising under or in connection with the First Lien Credit Agreement (and related documents);
- (c) any Noteholder or Trustee with respect to claims arising under or in connection with the Indenture, other Senior Secured Note Documents (as defined in the Indenture) or the Intercreditor Agreement;
- (d) any entity holding a claim against Holdings in respect of that certain Agreement of Indemnity dated as of February 12, 2012 by and among the parties thereto;
- (e) any entity holding a claim against Holdings or Intermediate in respect of that certain Amended and Restated Management Services Agreement dated as of March 30, 2007 by and among the parties thereto;

- (f) any entity holding claims under the Restructuring Support Agreement, including, without limitation, claims for payment or reimbursement of professional fees and expenses reimbursable under the Restructuring Support Agreement and the Plan;
- (g) any director or officer of Holdings or Intermediate solely with respect to (i) claims arising under or in connection with any existing director and officer liability insurance or agreement or (ii) claims for advancement, indemnification and/or contribution arising as a result of such director's or officer's services to Holdings or Intermediate; and
- (h) any Debtor holding a claim against Holdings or Intermediate.

8. Claim Procedures. The following procedures shall govern the completion and filing of proofs of claim against Holdings and Intermediate:

- (a) each proof of claim must (i) be written in English, (ii) include a claim amount denominated in United States dollars (and to the extent such claim is converted to United States dollars, the conversion rate used in such conversion), (iii) conform substantially to Official Form 410 (the "Claim Form") and (iv) be signed by the holder of the claim or by an authorized agent of the holder of the claim;
- (b) only *original* proofs of claim, whether submitted in hardcopy or electronically via KCC's online interface set forth below, will be deemed acceptable for purposes of claims administration and *copies of proofs of claim or proofs of claim sent by facsimile or electronic mail will not be accepted*;
- (c) each proof of claim *must* clearly identify whether the claim is asserted against Holdings or Intermediate, including the applicable Debtor's case number;
- (d) each proof of claim proof of claim must state a claim against *only Holdings or Intermediate* and no other Debtor in the above-captioned cases, and clearly indicate against which of the two the claim is asserted, and to the extent more than one Debtor is listed on the proof of claim, such claim will be treated as if filed only against the first-listed of Holdings or Intermediate;
- (e) each proof of claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d); and
- (f) each proof of claim, including supporting documentation, must be filed, so as to be actually received by KCC on or before the Bar Date, (i) via the

interface on KCC's website at <https://www.kccllc.net/ModSpace>, or (ii) by United States mail or other hand delivery system at the following address:

**ModSpace Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

9. Effect of Failure to File by Applicable Bar Date. Any Entity that is required pursuant to this Order to file a proof of claim for a General Unsecured Claim or Government Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or this Order with respect to a particular claim against Holdings or Intermediate, but that fails to do so on or by the applicable Bar Date, is forever barred, estopped, and enjoined from asserting such General Unsecured Claim or Government Claim against any of the Debtors (and from filing a proof of claim for a General Unsecured Claim or Government Claim with respect thereto), and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such General Unsecured Claim or Government Claim. Additionally, any holder of any General Unsecured Claim or Government Claim who is required, but fails, to file a proof of such General Unsecured Claim or Government Claim in accordance with this Order on or before the applicable Bar Date shall not be permitted to vote to accept or reject any plan or plans or participate in any distribution in the Chapter 11 Cases on account of such General Unsecured Claim or Government Claim or to receive further notices regarding such General Unsecured Claim or Government Claim.

10. Actual Notice. The Debtors shall cause the Bar Date Notice, substantially in the form attached hereto as Appendix 1, along with a Claim Form, by first class United States mail with postage prepaid, to be delivered to any entity listed on Schedules E/F as soon as practicable

after entry of this Order but in any event no later than (i) twenty-one (21) days prior to the General Bar Date and (ii) 180 days prior to the Government Bar Date.

11. Future Actual Notice. In the event that, subsequent to the entry of this Order, the Debtors identify an actual holder of a General Unsecured Claim or Government Claim, the Debtors shall, no later than two business days after such identification, send a Bar Date Notice, substantially in the form attached hereto as Appendix 1, along with a Claim Form, by first class United States mail with postage prepaid, provided, however, that the Debtors shall not be required to send a Bar Date Notice to actual holders of General Unsecured Claims identified after the Bar Date.

12. Publication Notice. The Debtors shall cause the Publication Notice to be published in the *New York Times* as soon as practicable after entry of this Order but in any event no later than (i) twenty-one (21) days prior to the General Bar Date and (ii) 180 days prior to the Government Bar Date. For the avoidance of doubt, the Publication Notice is hereby found to fulfill the notice requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules as to holders of General Unsecured Claims or Government Claims unknown to the Debtors.

13. KCC's Assistance. Kurtzman Carson Consultants LLC ("KCC"), the claims agent appointed in these Chapter 11 Cases, is authorized to facilitate and coordinate the claims reconciliation and Bar Date Notice functions. To the extent that KCC requires any assistance with the preparation and mailing of the Bar Date Notice, KCC is authorized to employ and pay necessary service providers, subject to prior approval from the Debtors, and to obtain reimbursement from the Debtors for any such payments on the same terms applicable to its direct

services. KCC is further authorized to take such other actions as may be necessary to ensure timely preparation and mailing of the Bar Date Notice.

14. Reservation of Rights. The Debtors shall retain and hereby reserve the right to (a) dispute, and/or assert offsets or defenses against, any General Unsecured Claim or Government Claim; (b) subsequently designate any General Unsecured Claim or Government Claim as disputed, contingent, and/or unliquidated; and (c) object to any General Unsecured Claim or Government Claim on any grounds.

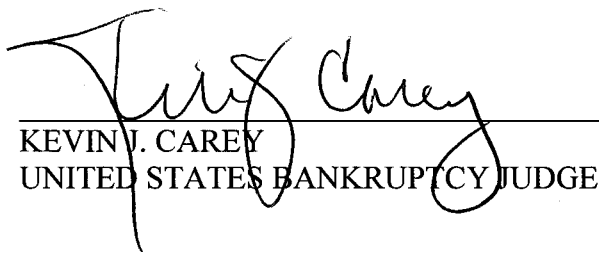
15. Pursuant to Bankruptcy Rule 2002(p), the Court finds that the circumstances of the Chapter 11 Cases warrant shortening, to the extent applicable, the notice period for creditors with foreign addresses from thirty (30) days to twenty-one (21) days in accordance with Bankruptcy Rule 2002(a)(7).

16. The Debtors are authorized and empowered to take such steps and perform such actions as may be necessary to implement and effectuate the terms of this Order, including without limitation payment of costs incurred in connection with the process of noticing the Bar Dates.

17. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

18. This Court shall retain jurisdiction over all matters arising out of or related to the Motion and this Order.

Dated: December ²², 2016
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Appendix 1

Bar Date Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
 In re: : Chapter 11
 :
 MODULAR SPACE HOLDINGS, INC., et al., : Case No. 16-12825 (KJC)
 :
 Debtors.¹ : Jointly Administered
 :
 ----- X

NOTICE OF DEADLINE OF JANUARY 18, 2017, AT 4:00 P.M. (ET) TO FILE PROOFS OF CLAIM FOR GENERAL UNSECURED CLAIMS AGAINST HOLDINGS OR INTERMEDIATE AND JUNE 26, 2017, AT 4:00PM (ET) TO FILE PROOFS OF CLAIM FOR GOVERNMENT CLAIMS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 21, 2016 (the "Petition Date"), Modular Space Holdings, Inc. ("Holdings") and certain of its affiliates, including Modular Space Intermediate Holdings, Inc. ("Intermediate"), as debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors" or "ModSpace"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). On the Petition Date, the Debtors filed *Debtors' Joint Prepackaged Plan Of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the "Plan"), setting forth the treatment for creditors and equity holders of the Debtors.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST HOLDINGS OR INTERMEDIATE. HOLDERS OF CLAIMS AGAINST OTHER DEBTORS, INCLUDING MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD. AND RESUN CHIPPEWA, LLC DO NOT NEED TO FILE PROOFS OF CLAIM. IF YOU HOLD A CLAIM AGAINST HOLDINGS OR INTERMEDIATE THAT CAN ALSO BE ASSERTED AGAINST ANOTHER DEBTOR, YOU SHOULD NOT FILE A PROOF OF CLAIM. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

General Unsecured Claim Bar Date

By Order of this Court entered on December [●], 2016 (the "Bar Date Order") (D.I. [●]), the last date and time for filing proofs of claim against Holdings or Intermediate for any and all General Unsecured Claims (as defined below) is **January 18, 2017, at 4:00 p.m. (ET)** (the "General Bar Date"). The General Bar Date and the procedures set forth below for the filing of proofs of claim apply to all general, unsecured claims, **only as against Holdings or Intermediate**, that arose on or before the Petition Date (the "General Unsecured Claims").

Government Bar Date

Under the Bar Date Order, the last date and time for filing proofs of claim against Holdings or Intermediate for any and all Government Claims (as defined below) is **June 26, 2017, at 4:00 p.m. (ET)** (the "Government Bar").

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

Date”). The Government Bar Date and the procedures set forth below for the filing of proofs of claim apply to all claims held by a government unit **only as against Holdings or Intermediate**, that arose on or before the Petition Date (the “**Government Claims**”).

You must file a proof of claim if you have a General Unsecured Claim or Government Claim that is not an Excluded Claim (as defined below). Acts or omissions of Holdings or Intermediate that arose on or before the Petition Date may give rise to General Unsecured Claims or Government Claims against Holdings or Intermediate notwithstanding that such claims may not have matured or become fixed or liquidated prior to such date. Under section 101(5) of the Bankruptcy Code as used herein, the word “claim” means (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. **All entities asserting General Unsecured Claims or Government Claims against both Holdings and Intermediate are required to file a separate proof of claim with respect to each entity.**

The General Bar Date applies to all General Unsecured Claims, except that the following entities **do not** need to file proofs of claim:

- a. any entity that has already properly filed with the Claims Docketing Center (as defined below) a proof of claim against one or more of the Debtors for which no other or additional amounts are sought or claims are asserted;
- b. any ABL Lender or ABL Agent with respect to claims arising under or in connection with the First Lien Credit Agreement (and related documents);
- c. any Noteholder or Trustee with respect to claims arising under or in connection with the Indenture, other Senior Secured Note Documents (as defined in the Indenture) or the Intercreditor Agreement;
- d. any entity holding a claim against Holdings or Intermediate in respect of that certain Amended and Restated Management Services Agreement dated as of March 30, 2007 by and among the parties thereto;
- e. any entity holding a claim against Holdings in respect of that certain Agreement of Indemnity dated as of February 12, 2012 by and among the parties thereto;
- f. any entity holding claims under the Restructuring Support Agreement, including, without limitation, claims for payment or reimbursement of professional fees and expenses reimbursable under the Restructuring Support Agreement and the Plan;
- g. any director or officer of Holdings or Intermediate **solely** with respect to (i) claims arising under or in connection with any existing director and officer liability insurance or agreement or (ii) claims for advancement, indemnification and/or contribution arising as a result of such director’s or officer’s services to Holdings or Intermediate; and
- h. any Debtor holding a claim against Holdings or Intermediate.

The foregoing claims are collectively referred to herein as the “**Excluded General Unsecured Claims**.”

ANY ENTITY WHO FAILS TO FILE A PROOF OF CLAIM (I) IN RESPECT OF ITS GENERAL UNSECURED CLAIM ON OR BEFORE JANUARY 18, 2017, AT 4:00 P.M. (ET) FOR ANY GENERAL UNSECURED CLAIM OR (II) IN RESPECT OF ITS GOVERNMENT CLAIM ON OR BEFORE JUNE 26, 2017, AT 4:00 P.M. (ET) FOR ANY GOVERNMENT CLAIM THAT SUCH ENTITY HOLDS OR WISHES TO ASSERT AGAINST HOLDINGS OR INTERMEDIATE, WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM (AND FROM FILING A PROOF OF CLAIM WITH RESPECT TO SUCH CLAIM) AGAINST HOLDINGS OR INTERMEDIATE, AND HOLDINGS AND INTERMEDIATE AND THEIR PROPERTY, WILL

BE FOREVER DISCHARGED UPON THE EFFECTIVE DATE OF THE PLAN FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM, AND SUCH ENTITY SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PARTICIPATE IN ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, OR TO RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

**Procedures Generally Applicable to the Filing of Proofs of Claim
for General Unsecured Claims and Government Claims**

Except as provided herein, proofs of claim for General Unsecured Claims must be filed so as to be received on or before **January 18, 2017, at 4:00 p.m. (ET)** and proofs of claim for Government Claims must be filed so as to be received on or before **June 26, 2017, at 4:00 p.m. (ET)**.

A proof of claim for a General Unsecured Claim or Government Claim will be deemed timely filed only if the original proof of claim for a General Unsecured Claim or Government Claim, as appropriate, is mailed or delivered by hand, courier, or overnight service so as to be actually received by Kurtzman Carson Consultants LLC (“KCC”), at the following address (the “Claims Docketing Center”) on or before the applicable Bar Date:

ModSpace Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Proofs of claim for General Unsecured Claims or Government Claims may not be sent by e-mail, facsimile, telecopy or other electronic means.

The Debtors are enclosing a proof of claim form for use in Holdings’ and Intermediate’s cases. If your General Unsecured Claim or Government Claim is scheduled by Holdings or Intermediate, the form also sets forth the amount of your claim as scheduled by Holdings or Intermediate, the specific Debtor against which the claim is scheduled and whether the General Unsecured Claim or Government Claim is scheduled as disputed, contingent, or unliquidated. You will receive a different proof of claim form for each General Unsecured Claim or Government Claim scheduled in your name by Holdings or Intermediate.

If you file a proof of claim for a General Unsecured Claim or Government Claim, your filed proof of claim must (a) be written in the English language, (b) conform substantially with Official Form 410 (c) attach copies of any writings upon which your asserted General Unsecured Claim is based, (d) be signed by the claimant or by an authorized agent of the claimant, and (e) be denominated in lawful currency of the United States; provided, however, that the Debtors shall reserve the right to convert a claim denominated in non-U.S. currency into U.S. currency using the applicable exchange rate as of the Petition Date. If a proof of claim form is not enclosed herewith, you may obtain a proof of claim form by written request to KCC sent to the address set forth above or at the website maintained for these cases by KCC at the address <http://www.kccllc.net/ModSpace>. Additionally, you may obtain a proof of claim form from any bankruptcy court clerk’s office or from your lawyer.

You may be listed as the holder of a claim against Holdings or Intermediate in the Debtors’ respective Schedules. To determine if and how you are listed on the Schedules, please refer to and carefully review the Schedules.

Copies of the Schedules and the Bar Date Order are available and may be examined by interested parties (i) at the website maintained for these cases by KCC at the address <http://www.kccllc.net/ModSpace>; (ii) at the office of the Clerk of the Court, 824 Market Street, Wilmington, Delaware 19801 between the hours of 8:00 a.m. and 3:00 p.m. (ET); or (iii) on the Court’s electronic docket of these cases at the address <http://www.pacer.gov>.

If you have any questions regarding the filing, or processing of a proof of claim, please call KCC at (866) 967-0495. YOU SHOULD CONSULT YOUR ATTORNEY REGARDING ANY OTHER INQUIRIES, SUCH AS WHETHER YOU SHOULD FILE A PROOF OF CLAIM. **DO NOT ATTEMPT TO CONTACT THE COURT FOR ADVICE.**

Dated: December ____, 2016
Wilmington, Delaware

CLEARY GOTTLIEB STEEN & HAMILTON LLP
James L. Bromley (*pro hac vice admission pending*)
Jane VanLare (*pro hac vice admission pending*)
One Liberty Plaza
New York, New York 10006
Telephone: (212) 225-2000
Facsimile: (212) 225-3999

- and -

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ DRAFT

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Proposed Counsel for the Debtors

Appendix 2

Publication Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
MODULAR SPACE HOLDINGS, INC., et al.,	:	Case No. 16-12825 (KJC)
	:	
Debtors. ²	:	Jointly Administered
	:	
	X	

**NOTICE OF DEADLINE OF JANUARY 18, 2017, AT 4:00 P.M. (ET) TO FILE
PROOFS OF CLAIM FOR GENERAL UNSECURED CLAIMS
AGAINST HOLDINGS OR INTERMEDIATE AND JUNE 26, 2017, AT 4:00PM (ET) TO
FILE PROOFS OF CLAIM FOR GOVERNMENT CLAIMS**

TO ALL PERSONS AND ENTITIES WITH CERTAIN CLAIMS AGAINST MODULAR SPACE HOLDINGS, INC., (“HOLDINGS”) OR MODULAR SPACE INTERMEDIATE HOLDINGS, INC. (“INTERMEDIATE”), AS DEBTORS AND DEBTORS IN POSSESSION IN THE ABOVE-CAPTIONED BANKRUPTCY CASES (collectively, the “Debtors”):

Petition Date. On December 21, 2016 (the “Petition Date”), Modular Space Holdings, Inc. (“Holdings”) and certain of its affiliates, including Modular Space Intermediate Holdings, Inc. (“Intermediate”), as debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors” or “ModSpace”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). On the Petition Date, the Debtors filed *Debtors’ Joint Prepackaged Plan Of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented, the “Plan”), setting forth the treatment for creditors and equity holders of the Debtors.

Bar Dates. Pursuant to an order of the Court entered on December [●], 2016 (the “Bar Date Order”), and in accordance with Fed. R. Bankr. P. 3003(c):

- all entities (except entities that are excused pursuant to the Bar Date Order) who have a general unsecured claim or potential general unsecured claim against Holdings or Intermediate that arose before the Petition Date, no matter how remote or contingent such claim may be (the “General Unsecured Claims”), **MUST FILE A PROOF OF CLAIM FOR THEIR GENERAL UNSECURED CLAIM AGAINST HOLDINGS AND/OR**

² The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors’ corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

INTERMEDIATE, AS APPLICABLE, on or before **January 18, 2017, at 4:00 p.m. (ET)** (the "General Bar Date").

- all governmental units who have claims against Holdings or Intermediate that arose before the Petition Date, no matter how remote or contingent such claim may be (the "Government Claims"), **MUST FILE A PROOF OF CLAIM FOR THEIR GOVERNMENT CLAIM AGAINST HOLDINGS AND/OR INTERMEDIATE, AS APPLICABLE, on or before **June 26, 2017, at 4:00 p.m. (ET)** (the "Government Bar Date").**

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST HOLDINGS OR INTERMEDIATE. HOLDERS OF CLAIMS AGAINST OTHER DEBTORS, INCLUDING MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD. AND RESUN CHIPPEWA, LLC, DO NOT NEED TO FILE PROOFS OF CLAIM.

ANY ENTITY WHO FAILS TO FILE A PROOF OF CLAIM (I) IN RESPECT OF ITS GENERAL UNSECURED CLAIM ON OR BEFORE JANUARY 18, 2017, AT 4:00 P.M. (ET) FOR ANY GENERAL UNSECURED CLAIM OR (II) IN RESPECT OF ITS GOVERNMENT CLAIM ON OR BEFORE JUNE 26, 2017, AT 4:00 P.M. (ET) FOR ANY GOVERNMENT CLAIM THAT SUCH ENTITY HOLDS OR WISHES TO ASSERT AGAINST HOLDINGS OR INTERMEDIATE, WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM (AND FROM FILING A PROOF OF CLAIM WITH RESPECT TO SUCH CLAIM) AGAINST HOLDINGS OR INTERMEDIATE, AND HOLDINGS AND INTERMEDIATE AND THEIR PROPERTY, WILL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM, AND SUCH ENTITY SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PARTICIPATE IN ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, OR TO RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

Procedure for Filing Proofs of Claim. Proofs of claim for General Unsecured Claims must be filed so as to be actually received on or before **January 18, 2017, at 4:00 p.m. (ET)**. Proofs of claim for Government Claims must be filed so as to be actually received on or before **June 26, 2017, at 4:00 p.m. (ET)**. All proofs of claim for General Unsecured Claims or Governmental Claims must be sent to this address: ModSpace Claims Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245.

Proofs of claim for General Unsecured Claims or Government Claim may not be sent by e-mail, facsimile, telecopy, or other electronic means. You may obtain a proof of claim form by written request to Kurtzman Carson Consultants LLC ("KCC"), sent to the address set forth above, by calling KCC at (866) 967-0495, or at the website address <http://www.kccllc.net/ModSpace>. You may also obtain a proof of claim form from any bankruptcy court clerk's office, from your lawyer, or from certain business supply stores. Copies of the Debtors' schedules of assets and liabilities and the Bar Date Order are available and may be examined by interested parties at the following locations: (i) the website maintained for these cases by KCC at the address <http://www.kccllc.net/ModSpace>; (ii) the office of the Clerk of the Court, 824 Market Street, Wilmington, Delaware 19801 between the hours of 8:00 a.m. and 3:00 p.m. (ET); or (iii) the Court's electronic docket of these cases at the address <http://www.pacer.gov>. If you have

questions regarding the filing or processing of a proof of claim, you may call KCC at the number listed above.

Dated: December __, 2016
Wilmington, Delaware

**BY ORDER OF THE UNITED STATES
BANKRUPTCY COURT**

I swear that this is Exhibit "O" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
 In re: : Chapter 11
 :
 : Case No. 16-12825 (KJC)
 MODULAR SPACE HOLDINGS, INC., et al., :
 :
 : Jointly Administered
 Debtors.¹ :
 :
 : RE: D.I. 19
 ----- X

**ORDER (I) SCHEDULING A COMBINED DISCLOSURE STATEMENT
 APPROVAL AND PLAN CONFIRMATION HEARING, (II) ESTABLISHING
 A PLAN AND DISCLOSURE STATEMENT OBJECTION DEADLINE AND RELATED
 PROCEDURES, (III) APPROVING SOLICITATION AND RELATED PROCEDURES,
 (IV) APPROVING THE NOTICE PROCEDURES, (V) APPROVING NOTICE AND
 OBJECTION PROCEDURES FOR THE ASSUMPTION, ASSIGNMENT AND
 REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND
 (VI) EXTENDING THE TIME AND, UPON CONFIRMATION, WAIVING THE
 REQUIREMENTS THAT STATEMENTS AND SCHEDULES BE FILED AND A
CREDITORS' MEETING BE CONVENED**

Upon consideration of the motion (the "Motion"),² of the Debtors for entry of an order, as more fully described in the Motion: (i) scheduling the Confirmation Hearing on the adequacy of the Disclosure Statement and confirmation of the Plan; (ii) establishing the Objection Deadline and approving related procedures; (iii) approving the Solicitation Procedures and the Vote Tabulation Procedures; (iv) approving the Notice Procedures; (v) approving the Executory Contract Procedures; and (vi) providing that (a) the deadline to file the Schedules and Statements, other than the Holdings Unsecured Schedules, shall be extended until the Deadline, (b) the

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion or the Plan, as applicable.

Creditors' Meeting shall not be convened until the Deadline has passed and (c) the requirement to file the Schedules and Statements, other than the Holdings Unsecured Schedules, and convene the Creditors' Meeting shall be waived without further order of the Court if the Plan is confirmed by the Deadline; and upon the First Day Declaration; and the Court having 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 February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is GRANTED as set forth herein.
2. The Confirmation Hearing, at which time the Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on

February 7, 2017, at 1:00 p.m. Eastern Time. Any objections to the Disclosure Statement or confirmation of the Plan must be filed and served upon counsel to the Debtors so as to be received by January 25, 2017, at 4:00 p.m. Eastern Time (the "Objection Deadline").

3. Any objections to the Disclosure Statement or confirmation of the Plan must:
 - a. be in writing;
 - b. comply with the Bankruptcy Rules and the Local Rules;
 - c. state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity;
 - d. state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objection; and
 - e. be filed with the Bankruptcy Court with proof of service thereof and served upon the Notice Parties so as to be actually received by the Objection Deadline.

4. Any objections not satisfying the requirements of this Order shall not be considered and shall be overruled unless otherwise ordered by the Court.

5. Pursuant to sections 1125 and 1126 of the Bankruptcy Code and applicable nonbankruptcy law, the Debtors are authorized to continue receiving and tabulating ballots in connection with their prepetition solicitation commenced on December 21, 2016. To the extent the Debtors received any acceptances or rejections prior to the Petition Date, the Debtors may count such ballots.

6. To the extent that section 1125(b) of the Bankruptcy Code requires that the Debtors' prepetition solicitation of acceptances for the Plan requires an approved disclosure statement to continue on a postpetition basis, the Court conditionally approves the Disclosure Statement as having adequate information as required by section 1125 of the Bankruptcy Code,

without prejudice to any party in interest objecting to the Disclosure Statement at the Confirmation Hearing.

7. The solicitation of acceptances or rejections of the Plan in accordance with this Order by the use of the Disclosure Statement and the Combined Hearing Notice shall be deemed to be in good faith within the meaning of section 1125(e) of the Bankruptcy Code.

8. The Notice Procedures utilized by the Debtors as set forth in the Motion satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved. The form of the Combined Hearing Notice, substantially in the form attached to the Motion as Exhibit B, the Publication Notice, substantially in the form attached to the Motion as Exhibit C, and the Notice of Non-Voting Status, substantially in the form attached to the Motion as Exhibit D, comply with the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved.

9. The Debtors are authorized to enter into transactions to cause the Publication Notice to be published in the *New York Times* within eight (8) business days after entry of this Order (or as soon as practicable thereafter), and to make reasonable payments required for such publication.

10. The Voting Record Date and the Voting Deadline are approved.

11. The Executory Contract Procedures are approved.

12. Without amending or altering any prior order of the Bankruptcy Court approving the assumption, assignment or rejection of any executory contracts and unexpired leases, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assignments and rejections, as applicable, pursuant to sections 365(a), 365(f) and 1123 of the Bankruptcy Code. To the extent any provision in any executory contracts and unexpired leases

assumed or assigned pursuant to the Plan (including, without limitation, any “change of control” provision) conditions, restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the applicable assumption or assignment of such executory contract or unexpired lease, or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such assumption or assignment, then such provision shall be deemed void and of no force or effect such that the transactions contemplated by the Plan shall not entitle the non-debtor party thereto to terminate or modify such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto. Confirmation of the Plan and consummation of the transactions contemplated thereby shall not constitute a change of control under any executory contract or unexpired lease assumed by the Debtors on or prior to the Effective Date.

13. Upon the assignment of any executory contract or unexpired lease under the Plan, no default shall exist under any such Assigned Contract and no counterparty to any such Assigned Contract shall be permitted to declare a default by the Debtors or the Reorganized Debtors thereunder or otherwise take action against the Reorganized Debtors or their property as a result of any of restructuring transactions, or any Debtor’s financial condition, bankruptcy or failure to perform any of its obligations under such contract or lease prior to the Effective Date. Any provision in any executory contract or unexpired lease that is assigned under the Plan which prohibits or conditions the assignment or allows the counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment, constitutes an unenforceable anti-assignment provision that is void and of no force and effect.

14. The Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan, the forms of Ballots attached to the Motion as Exhibits E-I and the Vote Tabulation Procedures set forth in the Motion satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are conditionally approved, with final approval to be granted at the Confirmation Hearing.

15. The Debtors are not required to mail a copy of the Plan or the Disclosure Statement to holders of claims that are unimpaired and conclusively presumed to accept the Plan, but will do so upon request from such holders of claims.

16. The time within which the Debtors shall file their Schedules and Statements, other than the Holdings Unsecured Schedules, is extended through and including March 3, 2017 (the "Deadline"), without prejudice to the Debtors' rights to seek further extensions of the time within which to file the Schedules and Statements or to seek additional relief from this Court regarding the filing of, or waiver of the requirement to file, the Schedules and Statements.

17. The requirement that the Debtors file the Schedules and Statements is permanently waived effective upon the date of confirmation of the Plan, provided confirmation occurs on or before the Deadline.

18. The Creditors' Meeting shall be deferred until after the Deadline has passed and shall be waived unless the Plan is not confirmed by the Deadline.

19. Nothing contained in the Motion or this Order shall be deemed or construed as an admission as to the validity or priority of any claim or lien against the Debtors or as a waiver of the Debtors' rights to dispute any claim or lien.

20. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

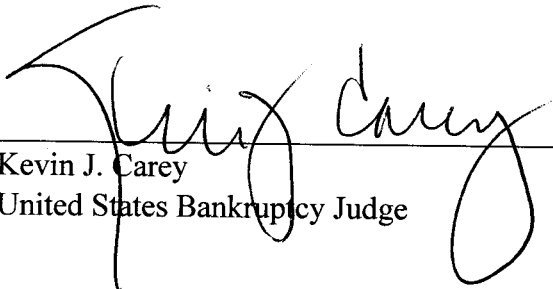
21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

23. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

24. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: December 22, 2016
Wilmington, Delaware



Kevin J. Carey
United States Bankruptcy Judge

I swear that this is Exhibit "P" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
Commission Expires March 8, 2017



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
In re:	:	Chapter 11
MODULAR SPACE HOLDINGS, INC., et al.,	:	Case No. 16-12825 (KJC)
Debtors. ¹	:	Jointly Administered
	:	Re: D.I. 20, 79
	X	

**ORDER APPROVING PROCEDURES FOR RIGHTS OFFERING AND RELATED
FORMS AND AUTHORIZING THE DEBTORS TO CONDUCT THE RIGHTS
OFFERING IN CONNECTION WITH THE DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

Upon the motion (the "Motion")² of the Debtors requesting (a) approval of the Rights Offering Procedures, including the forms of the Beneficial Owner Subscription Form, Investor Certificate and Master Subscription Form, and (b) authorization to conduct the Rights Offering in accordance with the Rights Offering Procedures, the Backstop Commitment Agreement and the Plan; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b) 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 consideration of the Motion and the relief requested therein being a core proceeding as defined in 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C.

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); and Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the First Day Declaration.

§§ 1408 and 1409; and upon the First Day Declaration; and due and proper notice of the Motion having been provided under the circumstances; and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation thereon and sufficient cause appearing therefore; it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is GRANTED as set forth herein.
2. The Rights Offering Procedures, substantially in the form attached hereto as **Exhibit 1** and incorporated herein by reference, provide sufficient information to enable each holder of an Allowed Note Claim eligible to participate in the Rights Offering, are fair and reasonable and are hereby approved.
3. The Debtors are authorized to conduct the Rights Offering in accordance with the Rights Offering Procedures, as may be amended, pursuant to sections 105, 363, and 1145 of the Bankruptcy Code.
4. The Beneficial Owner Subscription Form, substantially in the form attached to the Rights Offering Procedures as Schedule 1, and incorporated herein by reference, provides sufficient information to enable each interested Eligible Holder (as applicable) to participate in the proposed Rights Offering.
5. The Investor Certificate, substantially in the form attached to the Rights Offering Procedures as Schedule 2, and incorporated herein by reference, provides sufficient information

to enable the Debtors to establish a reasonable belief as to the status of Eligible Holders as Accredited Investors.

6. The Master Subscription Form, substantially in the form attached to the Rights Offering Procedures as Schedule 3, and incorporated herein by reference, provides sufficient information to enable brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for the Eligible Holders (as applicable) to subscribe for Rights Offering Equity Interests on behalf of Eligible Holders.

7. The Rights Exercise Period is a reasonable period of time for the Beneficial Owners of Notes to make an informed decision regarding whether or not to exercise their Subscription Rights and such Rights Exercise Period is hereby approved.

8. The Debtors' designation of Kurtzman Carson Consultants LLC as the Subscription Agent for the Rights Offering is hereby approved.

9. The Debtors are authorized to reimburse Nominees for their reasonable, actual and necessary out-of-pocket expenses incurred in performing the tasks set forth in the Rights Offering Procedures upon written request by such Nominees.

10. The Subscription Rights shall not be assignable or detachable, and shall not be transferable other than in connection with the transfer of the corresponding Allowed Note Claims. The Allowed Note Claims, and their corresponding Subscription Rights, may not be Transferred after the Rights Offering Record Date (other than as required or permitted pursuant to the Backstop Commitment Agreement). If any portion of an Allowed Note Claim is or has been (after the Rights Offering Record Date) Transferred by an Eligible Holder (other than as required or permitted pursuant to the Backstop Commitment Agreement), the corresponding Subscription Rights will be cancelled, and neither such Eligible Holder nor the transferee of such

Allowed Note Claim will receive Offered Equity Interests in connection with such transferred Allowed Note Claim. Once an Eligible Holder has properly exercised its Subscription Rights, such exercise will be irrevocable.

11. Prior to the Effective Date, neither the Debtors nor any Eligible Holder shall be deemed to have made any admission or waiver as to the ultimate allowed amount of any Allowed Note Claim by virtue of participation in the Rights Offering.

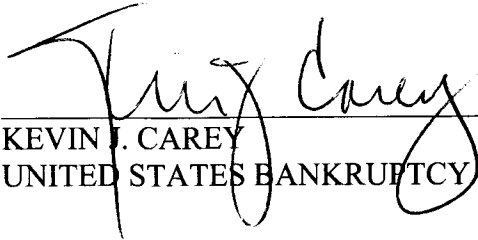
12. The distribution of the Subscription Rights in connection with the Rights Offering and the issuance of new common equity interests in the Reorganized Entity on the Effective Date of the Plan to Eligible Holders upon exercise of such Subscription Rights qualify for the exemption from registration under applicable U.S. securities laws to the extent provided by section 1145 of the Bankruptcy Code. The distribution of Unsubscribed Equity Interests purchased by the Backstop Parties pursuant to the Backstop Commitment Agreement and the Commitment Premium Equity Interests qualify for the exemption from registration under applicable U.S. securities laws to the extent provided by section 4(a)(2) of the Securities Act of 1933, as amended.

13. The contents of the Motion satisfy the requirements set forth in Bankruptcy Rule 6003(b).

14. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

15. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: December 22, 2016
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Rights Offering Procedures

MODULAR SPACE HOLDINGS, INC.¹ (THE “COMPANY”)

RIGHTS OFFERING PROCEDURES

Each Rights Offering Equity Interest is being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the “Securities Act”), in reliance upon the exemption provided in Section 1145 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The solicitation of votes on the Plan was made in reliance on exemptions from the registration requirements of Securities Act, including, without limitation, the exemption provided in Section 4(a)(2) thereof.

None of the Subscription Rights distributed in connection with these Rights Offering Procedures (as defined below) have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security, and no Subscription Rights may be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the Subscription Rights, the Allowed Note Claims, the Rights Offering Equity Interests or the New Common Equity Interests) (each of the above, a “Transfer”), other than as required or permitted pursuant to the Backstop Commitment Agreement.

None of the Rights Offering Equity Interests have been or will be registered under the Securities Act or any state or local law requiring registration for offer or sale of a security.

The Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

Terms used and not defined herein shall have the meaning assigned to them in the Plan (as defined below).

To Eligible Holders (as defined below) and Nominees of Eligible Holders:

The Debtors (as defined below) have commenced voluntary cases (the “Chapter 11 Cases”) under the Bankruptcy Code, and have commenced solicitation of the *Debtors’ Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (together with such attachments and as may be amended or modified from time to time in accordance with

¹ Pursuant to Article X.C. of the Plan, if the Debtors elect to pursue an Alternative Transaction, the Rights Offering Equity Interests may be issued by an entity other than Modular Space Holdings, Inc., as provided in the Plan.

its terms, the “Plan”) (D.I. 17) utilizing the Disclosure Statement with respect to the Plan (together with all attachments and as may be amended or modified from time to time in accordance with its terms, the “Disclosure Statement”) (D.I.18). The Debtors have filed the Plan and Disclosure Statement with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and are seeking approval of the Disclosure Statement and confirmation of the Plan from the Bankruptcy Court. The Debtors have also filed a motion seeking approval of the proposed procedures for conducting a rights offering under the Plan (these “Rights Offering Procedures”) (D.I. 20). On [December 22, 2016], the Bankruptcy Court entered an order approving these Rights Offering Procedures (D.I. []).

Pursuant to the Plan, each holder of an Allowed Note Claim as of January 8, 2017 (the “Rights Offering Record Date”) has the right to participate in the Rights Offering in accordance with these Rights Offering Procedures. Only holders of Allowed Note Claims as of the Rights Offering Record Date may participate in the Rights Offering.

Pursuant to the Plan, each holder of an Allowed Note Claim as of the Rights Offering Record Date that is an “accredited investor” (as defined in Rule 501(a) promulgated under Regulation D under the Securities Act) (an “Eligible Holder”) will receive Subscription Rights to subscribe for its Subscribed Equity Interests (as defined below), provided that it timely and properly executes and delivers its Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and Investor Certificate to such Eligible Holder’s broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, a “Nominee”) in advance of the Subscription Expiration Deadline (as defined below). Each Nominee will receive a Master Subscription Form which it shall use to summarize the Subscription Rights, exercised by each Eligible Holder that returns a Beneficial Holder Subscription Form to such Nominee. Please note that all Beneficial Holder Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), Investor Certificates and New Shareholder Agreement, must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the Master Subscription Form and copies of all Beneficial Holder Subscription Forms (with accompanying IRS Forms), Investor Certificates, New Shareholder Agreement and appropriate funding to Kurtzman Carson Consultants LLC (the “Subscription Agent”) prior to the Subscription Expiration Deadline.

No Eligible Holder shall be entitled to participate in the Rights Offering unless the aggregate Rights Exercise Price for the Rights Offering Equity Interests it subscribes for is received by the Subscription Agent in advance of the Subscription Expiration Deadline. No interest is payable on any advanced funding of the Rights Exercise Price. Any Eligible Holder submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent in advance of the Subscription Expiration Deadline.

In order to participate in the Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering.

Please refer to Article I Section 1.2 of the Disclosure Statement and Article IV Section H of the Plan for information regarding the issuance Rights Offering Equity Interests and Equity Interests pursuant to the Backstop Commitment Agreement, including applicable transfer restrictions. Additionally, Eligible Holders should review the New Shareholder Agreement, which will be included in the Plan Supplement. The New Shareholder Agreement contains certain restrictions on transfer of the Equity Interests, including on transfer to competitors of the Debtors.

1. Rights Offering

Eligible Holders have the right, but not the obligation, to participate in the Rights Offering.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Holder is entitled to subscribe for up to its Pro Rata share of the Rights Offering Equity Interests at the Rights Exercise Price, as determined in accordance with the calculations under Item 2 of such Eligible Holder's Beneficial Holder Subscription Form. The number of Rights Offering Equity Interests actually subscribed for and purchased by an Eligible Holder shall be referred to as such Eligible Holder's "Subscribed Equity Interests."

Any Eligible Holder that is an "underwriter" of the Rights Offering Equity Interests within the meaning of Section 1145(b)(1) of the Bankruptcy Code (an "Underwriter") shall receive "restricted securities" as defined in Rule 144 under the Securities Act, that may not be resold unless such resale is registered with the Securities and Exchange Commission or exempt from the registration requirements of the Securities Act. Under Section 1145(b)(1) of the Bankruptcy Code, an "underwriter" includes (a) any entity that is an "issuer" of the relevant securities or (b) any entity other than the issuer that, other than pursuant to "ordinary trading transactions," (i) purchases a claim against, interest in or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest, (ii) offers to sell securities offered or sold under the plan for the holders of such securities, or (iii) offers to buy securities offered or sold under the plan from the holders of such securities, if such offer to buy is made (A) under an agreement made in connection with the plan, with the consummation thereof or with the offer or sale of securities thereunder and (B) with a view to distribution of such securities. Whether or not any Eligible Holder would be deemed to be an Underwriter with respect to the Rights Offering Equity Interests would depend upon various facts and circumstances applicable to that Eligible Holder. Accordingly, the Company expresses no view as to whether any Eligible Holder would be an Underwriter with respect to the Rights Offering Equity Interests. *You should confer with your own legal advisors to help determine whether or not you are an Underwriter.*

SUBJECT TO THE TERMS AND CONDITIONS HEREIN, ALL SUBSCRIPTIONS SET FORTH IN THE ELIGIBLE HOLDER'S BENEFICIAL HOLDER SUBSCRIPTION FORM ARE IRREVOCABLE.

2. Subscription Period

The Rights Offering will commence on the date on which these Rights Offering Procedures and the Beneficial Holder Subscription Form are first sent to Nominees of Eligible Holders for subsequent forwarding to holders of Allowed Note Claims (the “Subscription Commencement Date”) and will expire on February 8, 2017 (the “Subscription Expiration Deadline”). Each Eligible Holder intending to purchase Rights Offering Equity Interests in the Rights Offering must affirmatively elect to exercise its Subscription Rights in the manner set forth in the Rights Offering Instructions as described in Section 5 hereof on or prior to the Subscription Expiration Deadline.

Any exercise of Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

3. Delivery of Beneficial Holder Subscription Form

4. Each Eligible Holder may exercise all or any portion of such Eligible Holder’s Subscription Rights, but subject to the terms and conditions herein, the exercise of any Subscription Rights by an Eligible Holder will be irrevocable. In order to facilitate the exercise of the Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Agent will send these Rights Offering Procedures, a Master Subscription Form and Beneficial Holder Subscription Forms to each Nominee, together with appropriate instructions for the proper completion, due execution and timely delivery of the Master Subscription Form and Beneficial Holder Subscription Form and the payment of the aggregate Rights Exercise Price for an Eligible Holder’s Subscribed Equity Interests. The New Shareholder Agreement will be included in the Plan Supplement and will be sent to the Eligible Holders by the Subscription Agent on or before January 18, 2017.

Exercise of Subscription Rights

In order to validly exercise Subscription Rights, each Eligible Holder must:

(a) return a duly completed and executed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), Investor Certificate and New Shareholder Agreement to such Eligible Holder’s Nominee so that such documents are **ACTUALLY RECEIVED** by the Subscription Agent on or before the Subscription Expiration Deadline;

at the same time it returns its Beneficial Holder Subscription Form, Investor Certificate and New Shareholder Agreement to its Nominee, which shall in no event be later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Rights Exercise Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in Item 3 of the Beneficial Holder Subscription Form; and. With respect to (a), and(b) above, you must duly

complete, execute and return your Beneficial Holder Subscription Form, Investor Certificate and New Shareholder Agreement in accordance with the instructions herein **directly to your Nominee** in sufficient time to allow your Nominee to process your instructions and deliver to the Subscription Agent your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), Investor Certificate, New Shareholder Agreement and payment on or before the Subscription Expiration Deadline.

In the event that funds received by the Subscription Agent in payment for such Eligible Holder's Subscribed Equity Interests are less than the aggregate Rights Exercise Price for such Subscribed Equity Interests, the number of Subscribed Equity Interests deemed to be purchased by the Eligible Holder will be a number determined by dividing the amount of such funds received by the Rights Exercise Price.

The payments of cash made in accordance with the Rights Offering will be deposited and held by the Subscription Agent in a segregated escrow account until administered in connection with the settlement of the Rights Offering on the Effective Date. The Subscription Agent may not use such funds for any other purpose prior to the Effective Date and may not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Such funds held by the Subscription Agent shall not be deemed part of the Debtors' bankruptcy estate.

5. Transfer Restriction; Revocation

The Subscription Rights are not detachable from the Allowed Note Claims. The Allowed Note Claims, and their corresponding Subscription Rights, may not be Transferred after the Rights Offering Record Date (other than as required or permitted pursuant to the Backstop Commitment Agreement). If any portion of an Allowed Note Claim is or has been (after the Rights Offering Record Date) Transferred by an Eligible Holder (other than as required or permitted pursuant to the Backstop Commitment Agreement), the corresponding Subscription Rights will be cancelled, and neither such Eligible Holder nor the transferee of such Allowed Note Claim will receive Offered Equity Interests in connection with such transferred Allowed Note Claim.

Once an Eligible Holder has properly exercised its Subscription Rights, such exercise will be irrevocable.

6. Return of Payment

If the Rights Offering is not consummated or if an Eligible Holder's Subscription Rights are not validly exercised, any cash paid to the Subscription Agent will be returned, without interest, to the applicable Eligible Holder as soon as reasonably practicable, but in any event within six (6) Business Days after the earlier of (i) the date that is sixty (60) days from the date of confirmation of the Plan, if the Rights Offering has not then been consummated or (ii) the date on which the Debtors announce that they are no longer pursuing consummation of the Rights Offering (such earlier date being the "Rights Offering Termination Date").

7. Settlement of the Rights Offering and Distribution of the Subscribed Equity Interests

The New Common Equity Interests will be issued in either book-entry form or physical certificate and will be transferable through a transfer agent. The New Common Equity Interests are not expected to be deposited with or traded through DTC or its nominee. The closing date of the Rights Offering will be the Effective Date, provided that all conditions to closing set forth in the Backstop Commitment Agreement have been satisfied or duly waived, or such later date as determined by the Company.

On the closing date, all funds received by the Subscription Agent in payment for Eligible Holders' Subscribed Equity Interests will be released to the Company and the Company will issue the Subscribed Equity Interests to the Eligible Holders.

8. Fractional Subscribed Equity Interests

No fractional Equity Interests will be issued in the Rights Offering. All Rights Offering Securities issued in connection with the Rights Offering will be rounded down to the nearest whole interest. No compensation will be paid in respect of such adjustment.

9. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of Subscription Rights (including each Eligible Holder's Subscribed Equity Interests) will be determined in good faith by the Debtors and if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as they may determine in good faith, or reject the purported exercise of any Subscription Rights. Beneficial Holder Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith. In addition, the Debtors may permit any such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate.

Before exercising any Subscription Rights, Eligible Holders should read the Disclosure Statement, the Plan and the Plan Supplement for information relating to the Debtors and risk factors to be considered.

10. Modification of Procedures

The Debtors reserve the right to modify or adopt additional procedures consistent with the provisions of these Rights Offering Procedures to effectuate the Rights Offering and to issue the Subscribed Equity Interests with the consent of the Requisite Backstop Parties; provided, however, that the Debtors shall provide prompt written notice to each Eligible Holder of any material modification to these Rights Offering Procedures made after the commencement of the Rights Offering. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effect and implement the Rights Offering and the issuance of the Subscribed Equity Interests.

11. Inquiries And Transmittal of Documents; Subscription Agent

The Rights Offering Instructions included herein should be carefully read and strictly followed.

Questions relating to the Rights Offering or requests for copies of the documents referenced herein should be directed to the Subscription Agent at the following phone number or email address: 917-281-4800; ModSpaceInfo@kccllc.com.

The risk of non-delivery of all documents and payments to the Subscription Agent and any Nominee is on the Eligible Holder electing to exercise its Subscription Rights and not the Debtors or the Subscription Agent.

MODULAR SPACE HOLDINGS, INC.
RIGHTS OFFERING INSTRUCTIONS

Terms used and not defined herein shall have the meaning assigned to them in the Plan (as defined below).

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** the amount of your claim that you held as of the Rights Offering Record Date in Item 1 of your Beneficial Holder Subscription Form (if you do not know the principal amount, please contact your Nominee immediately).
2. **Complete** the calculation in Item 2a of your Beneficial Holder Subscription Form, which calculates your Maximum Participation Amount (i.e., the maximum amount of Offered Equity Interests you are entitled to purchase in the Rights Offering). Such amount must be rounded down to the nearest whole Equity Interest.
3. **Complete** the calculation in Item 2b of your Beneficial Holder Subscription Form, which calculates the Purchase Price for the amount of Offered Equity Interests that you elect to purchase.
4. **Read, complete and sign** the Investor Certificate.
5. **Read, complete and sign the New Shareholder Agreement, to be sent separately on or before January 18, 2017.**
6. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
7. **Return** your signed Investor Certificate and Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable), Investor Certificate and New Shareholder Agreement to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the Master Subscription Form to the Subscription Agent prior to the Subscription Expiration Deadline.
8. **Arrange for full payment** of the aggregate Purchase Price in immediately available funds, calculated in accordance with Item 2b of your Beneficial Holder Subscription Form. Please instruct your Nominee to coordinate payment of the Purchase Price and transmit and deliver such payment to the Subscription Agent prior to the Subscription Expiration Deadline.

The Subscription Expiration Deadline is 11:59 p.m. New York City Time on February 8, 2017.

Please note that the Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), Investor Certificate and New Shareholder Agreement must be received by your Nominee in sufficient time to allow such Nominee to process and deliver the Master Subscription Form along with appropriate funding to the Subscription Agent by the Subscription Expiration Date or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Schedule 1

Beneficial Holder Form

MODULAR SPACE HOLDINGS, INC.¹ (THE “COMPANY”)

**BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR RIGHTS OFFERING**

**FOR USE BY ELIGIBLE HOLDERS OF MODULAR SPACE CORPORATION’S
10.25% SENIOR SECURED NOTES DUE 2019 (THE “NOTES”)**

**IN CONNECTION WITH DEBTORS’
DISCLOSURE STATEMENT DATED DECEMBER 20, 2016 (D.I. 18)**

SUBSCRIPTION EXPIRATION DEADLINE

The “Subscription Expiration Deadline” is 11:59 p.m. New York City Time on February 8, 2017.

Please note that your Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Certificate and New Shareholder Agreement) must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form along with completing wire transfer of the aggregate Purchase Price to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Any exercise of Rights pursuant to this Beneficial Holder Subscription Form is irrevocable unless the Rights Offering is not consummated by the Rights Offering Termination Date.

The Rights Offering Procedures have been approved by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

Reference is made to the Chapter 11 plan (including any amendments, modifications, supplements and exhibits thereto), submitted to the Bankruptcy Court on December 21, 2016 (the “Plan”) (D.I. 17). The Rights Offering and the issuance of each Rights Offering Equity Interest are being conducted under the Plan.

Please consult the Plan and the Rights Offering Procedures for additional information with respect to this Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures, as applicable.

¹ Pursuant to Article X.C. of the Plan, if the Debtors elect to pursue an Alternative Transaction, the Rights Offering Equity Interests may be issued by an entity other than Modular Space Holdings, Inc., as provided in the Plan.

Please mail or deliver your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Certificate and New Shareholder Agreement) including the Form of Investor Certificate attached hereto (the "Investor Certificate") to your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form (and associated documentation) and all funds to the Subscription Agent by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS BENEFICIAL HOLDER SUBSCRIPTION FORM, THE INVESTOR CERTIFICATE AND THE NEW SHAREHOLDER AGREEMENT ARE VALIDLY EXECUTED AND SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER SUBSCRIPTION FORM ALONG WITH THE APPROPRIATE FUNDS TO THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Certification.

I certify that (i) as of the date hereof, the undersigned was the beneficial holder of the Notes set forth in Item 1 above at the Rights Offering Record Date and will continue to be the beneficial owner thereof through the Subscription Expiration Deadline, (ii) I have received a copy of the Plan, the Disclosure Statement, the Rights Offering Procedures, the Rights Offering Instructions and the New Shareholder Agreement (or, if this Beneficial Holder Subscription Form is submitted prior to receipt of the New Shareholder Agreement, that I understand that I must return a duly executed New Shareholder Agreement to my Nominee in accordance with the terms herein) and (iii) I understand that the exercise of my rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Rights Offering Procedures.

By electing to subscribe for the amount of Subscribed Equity Interests designated under Item 2b above, I am hereby instructing my Nominee to arrange for (i) the completion and delivery of its Master Subscription Form to the Subscription Agent and (ii) payment of the Purchase Price on or before the Subscription Expiration Deadline.

I acknowledge that, by executing the Investor Certificate, the New Shareholder Agreement and this Beneficial Holder Subscription Form, the undersigned Eligible Holder has elected to subscribe for the number of Subscribed Equity Interests designated under Item 2b above and will be bound to pay for the Subscribed Equity Interests it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Eligible Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W-8:

If U.S. person, check here and attach IRS Form W-9:

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

Please indicate on the lines provided below the Eligible Holder's name and address as you would like it to be reflected on the Debtors' records for the Subscribed Equity Interests so they can be registered in your name:

Registration Name(s)/ Name(s) of Affiliate(s) or Related Fund(s) in Whose Name Subscribed Equity Interests Should be Issued:

Number of Subscribed Equity Interests: _____

Registration Line 1: _____

Registration Line 2: _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

Number of Subscribed Equity Interests: _____

Registration Line 1: _____

Registration Line 2: _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

Number of Subscribed Equity Interests: _____

Registration Line 1: _____

Registration Line 2: _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

Address 4: _____

Telephone: _____

Email: _____

PLEASE RETURN THIS BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR W-8, AS APPLICABLE), THE INVESTOR CERTIFICATE AND THE NEW SHAREHOLDER AGREEMENT ONLY TO YOUR NOMINEE.

Schedule 2

Investor Certificate

FORM OF INVESTOR CERTIFICATE

for

Holders of Eligible Claims

Capitalized terms used herein without definition have the meanings given them in the Plan.

The undersigned hereby acknowledges and agrees that the Debtors shall be entitled to rely on the representations, warranties and agreements set forth herein. We hereby represent, warrant and agree as follows:

1. Verification of Status as an "Accredited Investor"

Please check each category below that is applicable to you. You may also be required to provide the Debtors with additional information, including additional documentation, to establish your status as an Accredited Investor.

If you are an individual:

(1) I am a natural person whose net worth, either individually or jointly with my spouse, exceeds \$1,000,000 ("net worth," for purposes hereof, means the excess of total assets at fair market value over liabilities; provided, that (A) your primary residence shall not be included as an asset; (B) indebtedness that is secured by your primary residence, up to the estimated fair market value of your primary residence at the completion of the acquisition of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of completion of the acquisition of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of your primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by your primary residence in excess of the estimated fair market value of your primary residence at the time of completion of the acquisition of securities shall be included as a liability).

(2) I am a natural person who had an income in excess of \$200,000, or joint income with my spouse in excess of \$300,000, in each of the last two years and I reasonably expect to have individual income reaching the same income level in the current year ("income," for purposes hereof, shall be computed as follows: individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deduction for long term capital gain under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code and (4) any losses of a partnership as reported on Schedule E of Form 1040).

(3) I am a director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

- (4) None of the above.

If you are not an individual:

(1) We (i) are either a corporation, a partnership, a limited liability company, an organization described in Section 501(c)(3) of the Internal Revenue Code, or a Massachusetts or similar business trust, (ii) have not been formed for the specific purpose of acquiring the securities and (iii) have total assets in excess of \$5,000,000.

(2) We are a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in our individual or fiduciary capacity.

(3) We are a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

(4) We are an insurance company as defined in Section 2(a)(13) of the Securities Act.

(5) We are an investment company registered under the Investment Company Act of 1940 (the "Investment Company Act"), or a business development company as defined in Section 2(a)(48) of the Investment Company Act.

(6) We are a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

(7) We are a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of our employees, if such plan has total assets in excess of \$5,000,000.

(8) We are an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

(9) We are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(10) We are a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of receiving equity securities in connection with such transactions.

(11) We are an entity in which all of the equity owners qualify under any of the above categories (including the categories for individuals listed above).

(12) None of the above.

in each case with the full power and authority to make the representations, warranties, acknowledgments and agreements contained herein.

2. We are acquiring the Subscribed Equity Interests to be issued upon the exercise of our Subscription Rights for our own account, in each case for investment purposes, and not with a view to any resale, distribution or other disposition of the Subscribed Equity Interests.
3. We understand that the Subscribed Equity Interests to be issued upon the exercise of our Subscription Rights have not been and will not be registered under the Securities Act.
4. We understand and agree that:
 - (a) The Subscribed Equity Interests to be issued upon the exercise of our Subscription Rights will be delivered in non-certificated form.
 - (b) If we are an Underwriter with respect to the Subscribed Equity Interests, then our Subscribed Equity Interests will bear the following legend or be electronically coded to substantially the following effect:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, AND ACCORDINGLY THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT (I) TO A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”) PURSUANT TO AND IN COMPLIANCE WITH RULE 144A OR IN ANOTHER TRANSACTION NOT INVOLVING A PUBLIC OFFERING EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, (II) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, OR (IV) TO THE COMPANY IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS IN ANY STATE OF THE UNITED STATES, AND PROVIDED THAT, IN THE CASE OF ANY TRANSFER BY AN ACCREDITED INVESTOR PURSUANT TO (I) OR (II) ABOVE, THE COMPANY MAY REQUIRE THE DELIVERY OF A WRITTEN OPINION OF COUNSEL, CERTIFICATIONS AND/OR ANY OTHER INFORMATION IT REASONABLY REQUIRES TO CONFIRM THE SECURITIES ACT EXEMPTION FOR SUCH TRANSACTION.”

In addition, if we are an Underwriter with respect to the Subscribed Equity Interests, we represent, warrant and agree that for so long as such Subscribed Equity Interests are "restricted securities" within the meaning of Rule 144, we will comply with such restrictions on transfer of such Subscribed Equity Interests and we will notify any party to which we transfer such Subscribed Equity Interests of the restrictions described above.

- 5. We acknowledge receipt of the Disclosure Statement. We have reviewed the Disclosure Statement and the Debtors' filings with the Bankruptcy Court. Prior to deciding whether to exercise our Subscription Rights, we (a) have consulted with our own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent we have deemed necessary, (b) have possessed all information relating to the Debtors, the Company the Subscription Rights and the Subscribed Equity Interests that we believe is necessary for the purpose of making our investment decision, (c) have reviewed all information that we believe is necessary in connection with an exercise of our Subscription Rights or an investment in the Subscribed Equity Interests, (d) have conducted our own review of the Debtors and the Rights Offering, and will have made our own investment decisions based upon our own judgment, due diligence and advice from such advisers as we have deemed necessary.
- 6. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subscribed Equity Interests, and we have the financial ability to bear the economic risk of investment in the Subscribed Equity Interests and to sustain a complete loss in connection therewith.
- 7. We acknowledge that the Debtors and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements and agree that the foregoing representations, warranties, acknowledgments and agreements will be valid as if repeated at all times up to the settlement of the Subscribed Equity Interests to be issued upon the exercise of our Subscription Rights.

* * * * *

EXECUTED ON BEHALF OF: _____

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO NEW SHAREHOLDER AGREEMENT]

[IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by its duty authorized officer as of the date first written above.]¹

[Signature block]

¹ To be conformed to final signature page of New Shareholder Agreement.

Schedule 3

Master Subscription Form

MODULAR SPACE HOLDINGS, INC.¹

**MASTER SUBSCRIPTION FORM
FOR RIGHTS OFFERING**

FOR USE BY ELIGIBLE HOLDERS

**IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED DECEMBER 20, 2016**

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of 10.25% Senior Secured Notes due 2019 (collectively, the “Notes”) issued by Modular Space Corporation pursuant to an indenture dated as of February 25, 2014 (as further amended, supplemented or otherwise modified, together with ancillary documents), with Wilmington Savings Fund Society, FSB as trustee and collateral agent, and certain direct and indirect affiliates of Modular Space Corporation as guarantors thereto.

YOUR MASTER SUBSCRIPTION FORM, COPIES OF THE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS), INVESTOR CERTIFICATES, NEW SHAREHOLDER AGREEMENTS AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 11:59 P.M. (NEW YORK CITY TIME) ON FEBRUARY 8, 2017 (THE “SUBSCRIPTION EXPIRATION DEADLINE”) OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN AND THE RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT AT 917-281-4800.

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Rights Offering Record Date it (please check the applicable box):

- Is a broker, bank or other nominee for the beneficial holders of the Notes listed in Item 2 below, and is the registered holder of such Notes, or

¹ Pursuant to Article X.C. of the Plan, if the Debtors elect to pursue an Alternative Transaction, the Rights Offering Equity Interests may be issued by an entity other than Modular Space Holdings, Inc., as provided in the Plan.

- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Notes listed in Item 2 below.

Item 2. Notes Beneficial Holder Information.

The undersigned certifies that as of the Rights Offering Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary)

Customer Account Number for each Beneficial Holder	Principal Amount of Notes held as of Rights Offering Record Date	X (7327/150000) =	Maximum number of Subscribed Equity Interests (Round down to nearest whole number)	Number of Subscribed Equity Interests Beneficial Holder Elects to Purchase	Total Purchase Price: (Subscribed Equity Interests X \$4.91 subscription price)
1.					
2.					
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TOTALS					

Item 3. Payment and Delivery Instructions

All cash payments with respect to the exercise of Subscription Rights that are being transmitted by this Master Subscription Form shall be made by wire transfer of immediately available funds in accordance with the instructions set forth below.

Account Name :	[TO BE PROVIDED]
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Please deliver your completed subscription form (together with any duly completed and received Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable), Investor Certificates and New Shareholder Agreements) to:

KCC
 1290 Avenue of the Americas, 9th Floor
 New York, New York 10104
 Attn: ModSpace Rights Offering
 Tel#: 917-281-4800
 Email: ModSpaceInfo@kcellc.com

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE), INVESTOR CERTIFICATES AND NEW SHAREHOLDER AGREEMENTS, ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE AND PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (11:59 P.M. NEW YORK CITY TIME ON FEBRUARY 8, 2017).

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is the authorized signatory of such beneficial holder of the amount of Notes listed under Item 1 of the Beneficial Holder Subscription Form, (ii) the beneficial holder is entitled to participate in the Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Disclosure Statement, the Investor Certificate, the Rights Offering Procedures and the Rights Offering Instructions, the New Shareholder Agreement and other applicable materials and (iv) true and correct copies of the Beneficial Holder Subscription Form have been received from each beneficial holder.

Additionally, the undersigned certifies that, in connection with the Rule 506(c) Offering by the Company, we hereby confirm that we have taken reasonable steps to verify the “accredited investor” status of each Eligible Holder included in the above table and that each is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act of 1933.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

US. Federal Tax EIN/SSN (optional): _____

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")

APPLICATION OF MODULAR SPACE CORPORATION UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDINGS COMMENCED AT TORONTO

APPLICATION RECORD
(Returnable December 27, 2016)

Volume 2 of 3

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Government Financial Services, Inc., ModSpace
Financial Services Canada, Ltd. and
Resun Chippewa, LLC**