

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
))
VARIANT HOLDING COMPANY, LLC, et al.,¹) Case No. 14-12021 (BLS)
))
Debtors.) (Jointly Administered)
))
_____)

**NOTICE OF ENTRY OF (I) ORDER CONFIRMING DEBTORS’ FIRST AMENDED
CHAPTER 11 PLAN OF LIQUIDATION AND (II) OCCURRENCE OF THE
EFFECTIVE DATE WITH RESPECT TO CERTAIN DEBTORS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** On May 10, 2016, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order [Docket No. 1155] (the “Confirmation Order”) confirming the *Debtors’ First Amended Chapter 11 Plan of Liquidation* (as it may have been amended, supplemented or modified, the “Plan”)² in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”). Unless otherwise defined in this notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and Confirmation Order.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Variant Holding Company, LLC (4044); Laser Focus Holding Company, LLC (9153); Laser Focus Commercial Investments, LLC (9326); Houston 2 Apartments, LLC (8886); 10400 Sandpiper Apartments, LLC (6556); 10301 Vista Apartments, LLC (8886); Houston 14 Apartments, LLC (7563); 12500 Plaza Apartments, LLC (7563); Pines of Westbury, Ltd (7563); 201 Ashton Oaks Apartments, LLC (7563); 13875 Cranbrook Forest Apartments, LLC (7563); 5900 Crystal Springs Apartments, LLC (7563); 7170 Las Palmas Apartments, LLC (7563); 11911 Park Texas Apartments, LLC (7563); 1201 Oaks of Brittany Apartments, LLC (7563); 3504 Mesa Ridge Apartments, LLC (7563); 667 Maxey Village Apartments, LLC (7563); 17103 Pine Forest Apartments, LLC (7563); 7600 Royal Oaks Apartments, LLC (7563); 4101 Pointe Apartments, LLC (7563); The Oaks at Stonecrest Apartments, LLC (5589); Numeric Commercial Investments, LLC (9443); FX3 Apartment Investors, LLC (4055); Royal Numeric FX Investments, LLC (6908); Broadmoor Apartments, LLC (7888); Chesapeake Apartments, LLC (5716); Holly Ridge Apartments, LLC (7117); Holly Tree Apartments, LLC (4288); Preston Valley Apartments, LLC (3356); Ravenwood Hills Apartments, LLC (8264); River Road Terrace Apartments, LLC (6396); Sandridge Apartments, LLC (3592); Majestic Heights Apartments, LLC (2174); Sonterra Apartments, LLC (6220); and Toscana Villas Apartments, LLC (8873). The Debtors’ service address is: Variant Holding Company, LLC, c/o Development Specialists, Inc., 333 S. Grand Ave, Suite 4070, Los Angeles, CA 90071-1544.

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Plan.

2. **Effective Date.** The Effective Date of the Plan with respect to the following Debtors occurred on August 31, 2016:

Holly Ridge Apartments, LLC	667 Maxey Village Apartments, LLC
Ravenwood Hills Apartments, LLC	Holly Tree Apartments, LLC
The Oaks at Stonecrest Apartments, LLC	1201 Oaks of Brittany Apartments, LLC
Sandridge Apartments, LLC	201 Ashton Oaks Apartments, LLC
13875 Cranbrook Forest Apartments, LLC	4101 Pointe Apartments, LLC
5900 Crystal Springs Apartments, LLC	Broadmoor Apartments, LLC
7170 Las Palmas Apartments, LLC	17103 Pine Forest Apartments, LLC
11911 Park Texas Apartments, LLC	10400 Sandpiper Apartments, LLC
Chesapeake Apartments, LLC	10301 Vista Apartments, LLC
3504 Mesa Ridge Apartments, LLC	River Road Terrace Apartments, LLC
Preston Valley Apartments, LLC	

3. **Bar Dates.**

a. **Bar Date for Administrative Expenses.** Requests for payment of all Administrative Expenses, other than for those for which a Bar Date was previously set (including the Bar Date set by the Bar Date Order) or for which a request and/or proof of Claim has previously been filed, must be Filed and served on the Liquidating Debtors and the United States Trustee by no later than thirty (30) days after the Effective Date. The Liquidating Debtors shall have until ninety (90) days after the Effective Date to bring an objection to a Timely Filed request for payment of an Administrative Expense (as may be extended pursuant to this section, the “Administrative Expense Objection Deadline”), provided that the Liquidating Debtors may seek extension(s) thereof subject to Bankruptcy Court approval and with notice only to parties that have requested such notice pursuant to Bankruptcy Rule 2002. Nothing in the Plan shall prohibit the Liquidating Debtors from paying Administrative Expenses in the ordinary course in accordance with applicable law during or after the Chapter 11 Cases, but after the Effective Date, the Liquidating Debtors’ obligation to pay an Administrative Expense will depend upon the claimant’s compliance with this section and such Administrative Expense being Allowed under the provisions of the Plan.

b. Notwithstanding the provisions of Article XIII.B.3 of the Plan, but except as may be expressly provided in other sections of the Plan, Professional Persons requesting compensation or reimbursement of expenses incurred after the Petition Date and prior to the Effective Date must file and serve, on all parties entitled to notice thereof, a Fee Application for final allowance of compensation and reimbursement of expenses in accordance with the various orders of the Bankruptcy Court establishing procedures for submission and review of such applications; provided that, if no last date is set in such procedures for filing such applications, they must be filed no later than sixty (60) days after the Effective Date and any objections to such applications must be made in accordance with applicable rules of the Bankruptcy Court.

c. **Bar Dates for Rejection Damages Claims.** Unless otherwise provided by order of the Bankruptcy Court, if the rejection of an executory contract or unexpired

lease pursuant to the Plan or otherwise gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Debtors or their Estates unless a proof of Claim is Filed and served on the Debtors and their counsel within thirty (30) days after the earlier of (a) Effective Date or (b) service of a notice that the executory contract or unexpired lease has been rejected. All such Claims for which proofs of Claim are required to be Filed, if Allowed, will be, and will be treated as, General Unsecured Claims, subject to the provisions of the Plan.

d. The Liquidating Debtors' rights to object to, settle, compromise or otherwise resolve any Claim Filed on account of a rejected executory contract or unexpired lease are reserved.

4. **Effective Date of Remaining Debtors.** A separate notice for the Effective Date of the Plan with respect to the remaining Debtors in the above-captioned chapter 11 cases will be filed and served at a later date.

5. **Copies of Plan and Confirmation Order.** Copies of the Plan, the Confirmation Order or any other related documents may be obtained from the Bankruptcy Court's website at <http://ecf.deb.uscourts.gov> or, free of charge, at: www.upshotservices.com/variant.

Dated: August 31, 2016

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Peter J. Keane

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