

Fill in this information to identify your case:

United States Bankruptcy Court for the:

DISTRICT OF DELAWARE

Case number *(if known)* _____ Chapter 11

Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Vesta Holdings, LLC

2. All other names debtor used in the last 8 years
Include any assumed names, trade names and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 83-0598730

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>P.O. Box 25</u>	
	<u>Montgomeryville, PA 18936-0025</u>	
	Number, Street, City, State & ZIP Code	P.O. Box, Number, Street, City, State & ZIP Code
	<u>Montgomery</u>	Location of principal assets, if different from principal place of business
	County	
		Number, Street, City, State & ZIP Code

5. Debtor's website (URL) _____

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: _____

Debtor Vesta Holdings, LLC
Name

Case number (if known) _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5242

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No.
- Yes.

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
 District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes.

Debtor Vesta Holdings, LLC Case number (if known) _____
Name

List all cases. If more than 1, attach a separate list

Debtor SEE ATTACHED RIDER Relationship _____
 District _____ When _____ Case number, if known _____

11. Why is the case filed in this district? *Check all that apply:*
- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 - A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?
- No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
- Why does the property need immediate attention? (Check all that apply.)**
- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 - It needs to be physically secured or protected from the weather.
 - It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 - Other _____
- Where is the property?** _____
 Number, Street, City, State & ZIP Code
- Is the property insured?**
- No
 - Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
- Funds will be available for distribution to unsecured creditors.
 - After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors *
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated Assets
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input checked="" type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input checked="" type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

* The estimated number of creditors and estimated assets and liabilities are being listed on a consolidated basis for all Debtor affiliates listed on Rider 1 attached hereto.

Debtor Vesta Holdings, LLC
Name

Case number (if known) _____

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/30/2022
MM / DD / YYYY

X /s/ Michael Hines
Signature of authorized representative of debtor

Title Chief Financial Officer

Michael Hines
Printed name

18. Signature of attorney **X /s/ Jeremy W. Ryan**
Signature of attorney for debtor

Date 10/30/2022
MM / DD / YYYY

Jeremy W. Ryan
Printed name

POTTER ANDERSON & CORROON LLP
Firm name

1313 N. Market Street, 6th Floor
Wilmington, Delaware 19801-3700
Number, Street, City, State & ZIP Code

Contact phone 302-984-6000 Email address jryan@potteranderson.com

4057 DE
Bar number and State

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities below (collectively, the “Debtors”) filed a Petition in the United States Bankruptcy Court for the District of Delaware for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Vesta Holdings, LLC.

- Vesta Holdings, LLC
- Summit Risk Advisors LLC
- Dunham Insurance Agency, LLC

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Vesta Holdings, LLC,

Debtor.

Chapter 11

Case No. 22-[_____] ([____])

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Burtonvic Capital, LLC – Vesta Series	95.48%

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Vesta Holdings, LLC,

Debtor.

Chapter 11

Case No. 22-[_____] ([____])

LIST OF EQUITY HOLDERS

The following is a list of debtor Vesta Holdings, LLC's significant equity holders. This list has been prepared in accordance with Federal Rule of Bankruptcy Procedure 1007(a)(3) for filing in this chapter 11 case.

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Burtonvic Capital, LLC – Vesta Series	P.O. Box 25 Montgomeryville, PA 18936-0025	95.48%
Andrew Muller	Address on File	2.34%
Charles T. Cole III	Address on File	1.23%
Griffin Morrow	Address on File	0.76%
David Watson	Address on File	0.20%

Fill in this information to identify the case:

Debtor name Vesta Holdings, LLC
 United States Bankruptcy Court for the: DISTRICT OF DELAWARE
 Case number (if known): _____

Check if this is an
 amended filing

Official Form 204**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 Angelo LaVecchi Address on File	Address on File	Note Payable				\$409,588
2 David Dunham Address on File	Address on File	Note Payable				\$310,382
3 Milbank 55 Hudson Yards New York, NY 10001 (212)-530-8750	billing@millbank.com	Professional Services				\$160,000
4 Moss Adams LLP 101 Second Street, Suite 900 San Francisco, CA 94105	Judas Mireles Judas.Mireles@mossadams.com	Professional Services				\$157,500
5 Julio Baluja Address on File	Address on File	Note Payable				\$136,423
6 Gozdecki, Del Giudice, Americus, Farkas & Brocato LLP One East Wacker, Suite 1700 Chicago, IL 60601	Joseph B. Brocato (312)-450-8426 j.brocato@gozdel.com	Professional Services				\$127,706
7 Richard Gibbs III Address on File	Address on File	Note Payable				\$41,658
8 Morgan, Lewis & Bockius LLP 1701 Market Street Philadelphia, PA 19103	(215)-963-5000	Professional Services				\$40,000
9 Glenn Willis Address on File	Address on File	Note Payable				\$15,418
10 A & A Underwriters Address on File	Address on File	Note Payable				\$13,465
11 Ed Mashburn Address on File	Address on File	Note Payable				\$11,018
12 Phillip Sharple Address on File	Address on File	Note Payable				\$11,018
13 Barry Enlow & Melodye Duncan Address on File	Address on File	Note Payable				\$4,791
14 Stevens & Lee 1600 North Bethlehem Pike Second Floor Lower Gwynedd, PA 19002	Michael Mazzone	Professional Services				\$2,767
15 Apex Funding Source LLC The Klein Law Firm LLC P.O. Box 714 Lakewood, NJ 08701	Yehuda Klein, Esq. (646) 330-9077 jay@thekleinfirm.com	Litigation Counterparty	Contingent Unliquidated Disputed			Undetermined
16 BMT Capital Group Inc. Law Offices of Isaac H. Greenfield, PLLC 2 Executive Blvd., Ste. 305 Suffern, NY 10901	Isaac H. Greenfield, Esq. Phone: (718) 564-6268 Fax (516) 387-1117	Litigation Counterparty	Contingent Unliquidated Disputed			Undetermined

Debtor **Vesta Holdings, LLC**
Name _____

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
17	Bridge Funding Cap, LLC d/b/a Skyfall Funding Hassett & George, P.C. 945 Hopmeadow Street Simsbury, CT 06070	Phone: (860) 651-1333 x105 Fax: (860) 651-1888	Litigation Counterparty	Contingent Unliquidated Disputed			Undetermined
18	Cloudfund LLC (dba Unique Capital) Vadim Serebro, Esq. 55 Broadway, 3rd Floor New York, NY 10006	Vadim Serebro, Esq. Phone: (646) 517-8956	Litigation Counterparty	Contingent Unliquidated Disputed			Undetermined
19	Libertas Funding, LLC BENNETT TUELLER JOHNSON & DEEE 3165 East Millrock Drive Suite 500 Salt Lake City, UT 84121	Joshua L. Lee Taylor Jausi Phone: (801) 438-2000 jlee@btjd.com; tjaussi@btjd.com	Litigation Counterparty	Contingent Unliquidated Disputed			Undetermined
20	Palm Towers South 1351 Sawgrass Corp. Pkwy, Suite 103 Sunrise, FL 33323		Rent	Contingent			Undetermined

Fill in this information to identify the case:Debtor name Vesta Holdings, LLCUnited States Bankruptcy Court for the: DISTRICT OF DELAWARE

Case number (if known) _____

 Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration Corporate Ownership Statement, List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/30/2022X /s/ Michael Hines

Signature of individual signing on behalf of debtor

Michael Hines

Printed name

Chief Financial Officer

Position or relationship to debtor

**OMNIBUS WRITTEN CONSENT OF VESTA HOLDINGS, LLC
AND SUMMIT RISK ADVISORS, LLC**

Dated as of October 30, 2022

WHEREAS, the undersigned manager (the “Manager”) being the sole member of the special committee of the board of managers of Vesta Holdings, LLC, a Delaware limited liability company (“Vesta Holdings”) and acting pursuant to that Second Amended and Restated Operating Agreement dated as of September 13, 2022 (the “Operating Agreement”), and Vesta Holdings being the sole member (the “Member”) of Summit Risk Advisors, LLC (“Summit”, each a “Company” and, collectively with the Member, the “Companies”), hereby takes the following actions and adopts the following resolutions by written consent (this “Consent”) pursuant to the organizational documents of the Companies and the laws of the state of Delaware.

WHEREAS, the Member has reviewed and considered presentations by the management and the financial and legal advisors of each Company regarding the liabilities and liquidity situation of each of the Companies, the strategic alternatives available to it, and the effect of the foregoing on the Companies’ businesses;

WHEREAS, the Member has had the opportunity to consult with the management and the financial and legal advisors of each Company and fully consider each of the strategic alternatives available to each Company;

WHEREAS, after a marketing process and negotiations with their stakeholders, the Companies have negotiated with certain prepetition secured lenders (collectively, the “Secured Lenders”) party to that certain Financing Agreement, dated as of September 1, 2020 (as amended, restated, and supplemented from time to time), by and among Burtonvic Capital LLC, as Parent, Vesta Holdings, LLC and each subsidiary of Vesta Holdings, LLC, as borrower, Burtonvic Capital, LLC, Momentum Advanced Planning, LLC and MRM Assurance Services, Inc. as guarantors, and Alter Domus, LLC, as administrative agent and collateral agent, to provide a senior secured superpriority debtor-in-possession credit facility (the “DIP Facility”) to the Companies, which would be used to fund the Companies’ operations in the ordinary course, fund the administration of the Chapter 11 Cases (as defined herein), and pay the claims of certain vendors, employees, and other stakeholders in the ordinary course of business during the Chapter 11 Cases;

WHEREAS, the Member has reviewed and considered presentations by the management and financial and legal advisors of the Companies regarding the DIP Facility;

WHEREAS, the Member has been advised of the material terms of that certain Senior Secured Superpriority Debtor-in-Possession Credit Facility Term Sheet, dated as of, or about, the date hereof, by and among Vesta Holdings, LLC (“Vesta Holdings”), as borrower, and all other direct and indirect subsidiaries of the Borrower that are debtors and debtors in possession, as guarantors, the lenders party thereto from time to time (collectively, the “DIP Lenders”), and Alter Domus (US) LLC, as administrative and collateral agent (the “DIP Agent”) (with such changes, additions, deletions, amendments, or other modifications thereto as the Authorized Signatories (as defined below) may in their sole and absolute discretion approve (together with all exhibits, schedules, and annexes thereto, the “DIP Term Sheet”));

WHEREAS, the obligation of the DIP Lenders to make the extensions of credit to the Borrower is subject to, among other things, the Companies entering into the DIP Term Sheet or satisfying certain conditions in the DIP Term Sheet, as applicable;

WHEREAS, the Companies will obtain benefits from the DIP Term Sheet and it is advisable and in the best interests of the Companies to enter into the DIP Term Sheet and such other DIP Facility Documents (as defined in the DIP Term Sheet) as may be required pursuant to the DIP Term Sheet, and to perform their obligations thereunder, including granting liens, guarantees, and equity pledges;

WHEREAS, the Companies have negotiated an asset purchase agreement (the “APA”) pursuant to which SRA Holdings, LLC (“SRA Holdings”) will purchase certain assets of the Companies (the “Assets”), and assume certain related liabilities of the Company, pursuant to a credit bid, subject to the receipt of a higher or otherwise better offer and a “fiduciary out”, in each case, in accordance with and subject to the terms of the Bidding Procedures and the APA and the Sale Order to be entered by the Bankruptcy Court (as defined herein);

WHEREAS, the Member has reviewed the APA (together with each of the other certificates, documents, agreements, and schedules contemplated under the APA, the “APA Documents”), and after due consideration and deliberation, determined that each of the transactions contemplated by the APA and the APA Documents (the “APA Transactions”) are advisable, fair to, and in the best interests of the Companies and their stakeholders;

WHEREAS, the sale to SRA Holdings is subject to the Companies’ filing a motion (the “Sale Motion”) with the Bankruptcy Court (as defined herein), seeking, among other things, approval of (i) an auction process (the “Auction”) that will govern the marketing and sale of the Assets in accordance with certain bidding procedures (the “Bidding Procedures”) to SRA Holdings or another bidder with the highest or otherwise best offer (such bidder, the “Successful Bidder”) and (ii) SRA Holdings as the stalking horse bidder and certain related bid protections;

WHEREAS, the special committee of the board of managers of Vesta Holdings, formed on August 5, 2022 (the “Special Committee”) has had an opportunity to consult with each Company’s financial and legal advisors and review the chapter 11 preparation materials and APA Documents provided by each Company’s financial and legal advisors, and the Special Committee recommends the filing of chapter 11 petitions, entry into the DIP Term Sheet and other DIP Facility Documents, and entry into the APA Documents and APA Transactions, and the Auction contemplated by the Sale Motion; and

WHEREAS, pursuant to the written consent appointing the Special Committee (the “Special Committee Consent”), the Independent Manager (as defined in the Operating Agreement), and any other director whom the Independent Manager shall determine are not conflicted shall participate in any Board decision in respect of Special Committee Matters (as defined in the Special Committee Consent); and

NOW, THEREFORE, BE IT,

Chapter 11 Filing

RESOLVED, that in the judgment of the Member, it is desirable and in the best interests of each Company (the “Chapter 11 Entities”) (including a consideration of each Chapter 11 Entity’s creditors and other parties in interest) that each Chapter 11 Entity shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States.

RESOLVED, that the Managers or any other duly appointed officer of each Company authorized by the Managers to act on behalf of the applicable Company or Companies (collectively, the “Authorized Signatories”), acting alone or with one or more other Authorized Signatories be, and they hereby are, authorized, empowered and directed to (i) execute and file on behalf of the respective Chapter 11 Entity all petitions, affidavits, declarations, schedules, statements of financial affairs, lists and other motions, applications, pleadings, papers, or documents; (ii) take and perform any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of each Chapter 11 Entity’s business; (iii) appear as necessary at all bankruptcy proceedings on behalf of each Chapter 11 Entity; and (iv) pay all such expenses where necessary or appropriate in order to carry out fully the intent and accomplish the purposes of the resolutions adopted herein.

Retention of Professionals

RESOLVED, that the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of Ropes & Gray LLP, as general bankruptcy counsel, to represent and assist the Companies in carrying out their duties under the Bankruptcy Code, and to take any and all actions to advance the Companies’ rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Ropes & Gray LLP.

RESOLVED, that the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of Potter Anderson & Corroon LLP, as co-bankruptcy counsel, to represent and assist the Companies in carrying out their duties under the Bankruptcy Code, and to take any and all actions to advance the Companies’ rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Potter Anderson & Corroon LLP.

RESOLVED, that the Authorized Signatories be, and they hereby are, authorized and directed to employ the firm of Province LLC, as financial advisor and investment banker, to represent and assist the Companies in carrying out their duties under the Bankruptcy Code, and to

take any and all actions to advance the Companies' rights and obligations; and in connection therewith, each of the Authorized Signatories is, with power of delegation, hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Province LLC.

RESOLVED, that the Authorized Signatories be, and they hereby are authorized and directed to employ Omni Agent Solutions ("Omni"), as the notice, claims, solicitation and balloting agent in connection with the Chapter 11 Cases; and in connection therewith, each of the Authorized Signatories is, with power of delegation, hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, if required, prior to and immediately upon the filing of the Chapter 11 Cases, and to cause to be filed an appropriate application for authority to retain the services of Omni.

RESOLVED, that the Authorized Signatories be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out their duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

RESOLVED, that the Authorized Signatories be, and they hereby are, with power of delegation, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Signatories deem necessary, proper, or desirable in connection with each of the Companies' Chapter 11 Cases, with a view to the successful prosecution of such case.

DIP Facility

RESOLVED, the transactions contemplated by the DIP Term Sheet (including, without limitation, the borrowings thereunder), the transactions contemplated therein, and the guaranties, liabilities, obligations, and guarantees, liens, and equity pledges granted, if any, in connection therewith, be, and hereby are, authorized, adopted and approved.

RESOLVED, that, in the judgment of the Manager and the Member, it is desirable and in the best interests of the Companies (including a consideration of their creditors and other parties in interest) to finalize, execute, and deliver the DIP Term Sheet and such other DIP Facility Document as may be required under the DIP Term Sheet, subject to appropriate modifications and final negotiations, and the Companies' performance of their obligations thereunder, including granting liens, guarantees, and equity pledges.

RESOLVED, that the Companies execution and delivery of, and their performance of their obligations (including guarantees) in connection with the DIP Term Sheet, are hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Signatories, acting alone or with one or more Authorized Signatories, is hereby authorized, empowered, and directed to negotiate the terms of and to execute, deliver, and perform under the DIP Term Sheet

and any and all other DIP Facility Documents, any such changes therein, additions, deletions, amendments, or other modifications thereto required to consummate the transactions contemplated by the DIP Term Sheet in the name and on behalf of the Companies, in the form approved, with such changes therein and modifications and amendments thereto as any of the Authorized Signatories may in its sole and absolute discretion approve, which approval shall be conclusively evidenced by his or her execution thereof. Such execution by any of the Authorized Signatories is hereby authorized to be by facsimile, engraved or printed as deemed necessary and preferable.

RESOLVED, that the Authorized Signatories be, and they hereby are authorized and directed to seek authorization to enter into the DIP Term Sheet and to seek approval of the use of collateral pursuant to a postpetition financing order in interim and final form with such changes therein, additions, deletions, amendments, or other modifications thereto as any Authorized Signatory may in its sole and absolute discretion approve (collectively, the “DIP Financing Orders”), and any Authorized Signatory be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the use of cash collateral of the Companies’ existing secured lenders, providing for adequate protection to the DIP Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Term Sheet and the use of collateral in connection with the Chapter 11 Cases, which agreements may require adequate protection and liens to the DIP Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Signatory approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof.

RESOLVED, that (i) the form, terms, and provisions of the DIP Term Sheet and all other DIP Facility Documents to which the Companies are party thereto, (ii) the grant of (a) collateral under the DIP Facility Documents and (b) pledges of equity, as applicable, (iii) the guaranty of obligations by the Guarantors (as defined in the DIP Term Sheet) under the DIP Facility Documents, from which the Companies will derive value, be and hereby are, authorized, adopted, and approved, and (iv) any Authorized Signatory of the Companies is hereby authorized, empowered, and directed, in the name of and on behalf of each Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Term Sheet, substantially in the form provided to the Manager, the DIP Facility Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which each Company is or will be a party or any order entered into in connection with the Chapter 11 Cases (collectively with the DIP Term Sheet, the “Financing Documents”), incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Signatory executing the same shall approve.

RESOLVED, that the Chapter 11 Entities, as debtors and debtors-in-possession under the Bankruptcy Code be, and hereby are, authorized and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the Financing Documents (collectively, the “Financing Transactions”), including granting liens, guarantees, and providing equity pledges in favor of the DIP Agent, for the benefit of the DIP

Lenders, to secure such obligations under the DIP Facility Documents executed in connection therewith.

RESOLVED, that the Authorized Signatories be, and they hereby are, authorized and directed to take such actions as in their discretion is determined to be necessary, desirable, or appropriate to execute, deliver, and file: (i) the Financing Documents and such agreements, certificates, instruments, guaranties, notices, and any and all other documents, including, without limitation, any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of any Financing Documents, necessary, desirable, or appropriate to facilitate the Financing Transactions; (ii) all petitions, schedules, lists, and other motions, papers, or documents, which shall in their sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by his/her or their execution thereof; (iii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the DIP Agent and other parties in interest; and (iv) such forms of officer's certificates and compliance certificates as may be required by the Financing Documents.

RESOLVED, that the Authorized Signatories be, and they hereby are, authorized and directed to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Financing Transactions and all fees and expenses incurred by or on behalf of each Company in connection with the foregoing resolutions, in accordance with the terms of the Financing Documents, which shall in their reasonable business judgment be necessary, proper, or advisable to perform the Company's obligations under or in connection with the Financing Documents or any of the Financing Transactions and to fully carry out the intent of the foregoing resolutions.

RESOLVED, that the Authorized Signatories be, and they hereby are, authorized and directed to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the Financing Documents or to do such other things which shall in their sole judgment be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his/her or their execution thereof.

Entry into Stalking Horse Asset Purchase Agreement

RESOLVED, that the Companies are authorized to enter into the APA Documents and APA with SRA Holdings for the sale of the Assets and to undertake any and all related transactions contemplated thereby, including the APA Transactions, the Auction, and the bid protections, on the terms and conditions contained therein or on such other terms and conditions as the Authorized Signatories, or any of them, in their, his or her sole discretion, determine to be necessary, appropriate or desirable.

RESOLVED, that the Authorized Signatories of each Company be, and hereby are, authorized, directed, and empowered in the name of, and on behalf of, each Company to execute, on behalf of the Companies, the APA and APA Documents, and to execute and file, on behalf of the Companies, the Sale Motion with the Bankruptcy Court.

RESOLVED, that the Authorized Signatories of each Company be, and hereby are, authorized, directed, and empowered in the name of, and on behalf of, each Company to conduct the Auction as approved by the Bankruptcy Court pursuant to the Sale Motion and Bidding Procedures and to negotiate, for and on behalf of the Companies, such agreements, documents, assignments and instruments as may be necessary, appropriate or desirable in connection with the sale to SRA Holdings or the Successful Bidder.

General

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein.

RESOLVED, that the Member received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice.

RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Member.

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

* * * * *

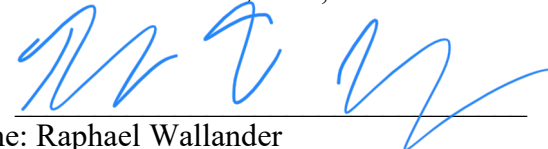
IN WITNESS WHEREOF, the Member hereby adopts the foregoing written Consent, as of the first date written above. This Consent may be executed in counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same Consent.

VESTA HOLDINGS, LLC

By: 
Name: Raphael Wallander
Title: Independent Manager

SUMMIT RISK ADVISORS, LLC

By: VESTA HOLDINGS, LLC, its sole Member

By: 
Name: Raphael Wallander
Title: Independent Manager