

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re

**BUCKINGHAM SENIOR LIVING
COMMUNITY, INC.,**

Debtor.¹

Chapter 11

Case No. 2425-80595(MVL)

**THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' FIRST REQUEST
FOR PRODUCTION OF DOCUMENTS DIRECTED TO THE DEBTOR**

Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), or any other applicable law or rule, the Official Committee of Unsecured Creditors (the “Committee”) hereby requests that the Debtor, as that term is defined below, serve a written response and produce documents responsive to the requests set forth below (the “Requests”) within fourteen (14) days of service thereof by electronic means to counsel for the Committee (Aimee Housinger at housingera@gtlaw.com and Danielle Kemp at kempd@gtlaw.com).

DEFINITIONS

The requests, as well as the instructions provided below, are subject to and incorporate the following definitions and instructions as used herein, regardless of whether upper- or lower-case letters are used:

1. “Affiliate” shall have the same definition as set forth under section 101(2) of the Bankruptcy Code.

¹ The last four digits of Debtor’s tax identification number are 7872. The location of the Debtor’s principal place of business and the service address for the Debtor is 8580 Woodway Drive, Houston, Texas 77063.

2. “Communication” shall mean and refer to any oral, written, or electronic transmittal of information or request for information made from one person to another person, whether made in person, electronically, by telephone, or by any other means and includes any document(s) made for the purpose of recording a communication, a fact, an idea, a statement, an inquiry, an opinion, a belief, or otherwise.

3. “Document” and “Documents” are used herein in their customary broad sense allowed by Federal Rule of Civil Procedure 34(a) and Federal Rule of Evidence 1001, and include, without limitation, any kind of printed, recorded, written, graphic, or photographic matter (including tape recordings), however printed, produced, reproduced, coded, or stored, of any kind or description, whether sent or received or not, including originals, copies, drafts, and both sides thereof, and including papers, books, charts, graphs, photographs, drawings, correspondence, telegrams, cables, telex messages, memoranda, notes, notations, work papers, routing slips, intra- and inter-office communications, electronic mail, affidavits, statements, opinions, court pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts, computer printouts, data processing input and output, computer programs, microfilms, microfiche, all other records kept by electronic, photographic, or mechanical means, and things similar to any of the foregoing, regardless of their author or origin, of any kind.

4. “Declaration” shall mean the Declaration of Michael Wyse in Support of Chapter 11 Petition and First Day Pleadings filed in this case on November 18, 2025.

5. “Debtor” or “You” or “The Buckingham” shall mean Buckingham Senior Living Community, Inc., including its predecessors or successors, assigns, prior or current parents, partners, subsidiaries, affiliates or controlled companies, and each of their prior or current officers, directors, employees, agents, and attorneys.

6. “Entrance Fee Refund” shall have the meaning given to it in paragraph 21 of the Declaration.

7. “Fee for Service Agreement” shall mean the contracts as described at paragraph 16(b) of the Declaration.

8. “Insider” shall mean “insider” as defined by 11 U.S. Code § 101(31).

9. “Life Care Agreement” shall mean the contracts as described at paragraph 16(a) of the Declaration.

10. “GMS” shall mean Greystone Management Services LLC including its predecessors or successors, assigns, prior or current parents, partners, subsidiaries, affiliates or controlled companies, and each of their prior or current officers, directors, employees, agents, and attorneys.

11. “Person” shall mean any natural person or any business, legal, or governmental entity or association.

12. “Relating to,” “Relate(d) to,” and “Concerning” shall mean, without limitation, alluding to, constituting, containing, discussing, describing, evidencing, identifying, mentioning, in connection with, pertaining to, referring to, respecting, regarding, responding to, or in any way factually or logically relevant to the matter described in the request.

13. “Rental Agreements” shall mean the contracts as described at paragraph 16(c) of the Declaration.

14. “Resident” means a natural person occupying or living, currently or in the past, at or in The Buckingham or any part thereof pursuant to the terms of a residence agreement.

15. SQLC” shall mean Senior Quality Lifestyles Corporation including its predecessors or successors, assigns, prior or current parents, partners, subsidiaries, affiliates or controlled companies, and each of their prior or current officers, directors, employees, agents, and attorneys.

INSTRUCTIONS

1. Unless otherwise indicated, all documents shall be produced for the relevant time period, including any documents having an earlier origin and in use during the relevant time period.

2. Each request solicits all Documents in your possession, custody, or control, including, but not limited to, all information available to You or obtainable by You, including but not limited to, all Documents in any database or data room.

3. The obligation to produce documents responsive to these Requests shall be continuing in nature, and the Debtor is required promptly to produce any document requested herein that it locates or obtains after responding to these Requests, up to the conclusion of the proceedings herein.

4. All responsive documents are to be produced in the same file or other organizational environment in which they are maintained, with a clear indication of where each document ends and the next begins. For example, a document that is part of a file, docket, or other grouping should be physically produced together with all other responsive documents from said file, docket, or grouping, in the same order or manner of arrangement as the original.

5. The response to each and every one of the requests should be separately identified in such a manner as would readily permit determination of the request, or sub-portion thereof, to which they purport to be responsive, including identifying the request for production in response to which the document or thing is being produced.

6. Electronic records and computerized information must be produced in an intelligible format or together with a description of the system from which it was derived sufficient to permit rendering the materials intelligible.

7. Each item produced should bear unique identifying control numbers (e.g., Bates labels) on each item or page if the item is a document, and other documents maintained in electronic form should be produced in machine-readable electronic form.

8. In the event a document is withheld or redacted on a claim of attorney-client or work-product privilege, You shall provide a detailed privilege log that describes the privilege being claimed and the information withheld in a manner that is sufficient to disclose facts upon which You rely in asserting your claim.

9. Electronic data should be produced with all native files and metadata intact, in full-text searchable format. Electronically stored information shall be produced in the manner described in the ESI Instructions attached as Exhibit A or in a manner mutually agreed to by the parties.

10. In the event that any document called for has been lost, destroyed, discarded, or otherwise disposed of, identify the document by identifying: (i) its author or preparer; (ii) all persons to whom distributed or shown; (iii) date; (iv) subject matter; (v) attachments or appendices; (vi) date, manner, and reason for destruction or other disposition; (vii) person authorizing destruction or other disposition; (viii) the document request or requests to which the document is responsive.

11. Produce all responsive documents as they are kept in the usual course of business, or organize and label them to correspond with the Request to which they are responsive.

12. Unless otherwise indicated in a particular request, these discovery requests seek all Documents and Communications from January 1, 2019 to the present.

DOCUMENT REQUESTS

Governance

1. All Documents evidencing the Debtor's corporate governance, ownership and management, including, without limitation, certificates of incorporation, bylaws, formation certificates and certificates of good standing.
2. All agendas, resolutions, minutes of meetings, resolutions, and written consents of the Debtors' board of directors, any subcommittees thereof, and any related meeting materials and presentations.
3. All agendas, resolutions, minutes of the meetings, presentations, and consents in lieu of a meeting of the Marketing Committee, any subcommittee thereof, and any related meeting materials and presentations, including documents identifying the membership of the Marketing Committee.
4. All organizational or structure charts of the Debtor.
5. All Documents identifying past and present officers and directors of the Debtor.
6. All Documents that reflect distributions and/or payments to the Debtor's owner(s), officers, directors, members, partners or the like, including but not limited to salaries, draws, and commissions.
7. Copies of all insurance policies covering the conduct, decision, or action of any member of the Board of Directors, including supporting information (e.g., names of covered individuals, coverage limits, coverage previously used, terms of policies, and premium costs).

Insurance

8. All insurance policies, and all documents relating thereto, of the Debtor or providing coverage for the Debtor, its assets, property, employees, or directors and officers, including but not limited to any general liability, professional liability, cybersecurity, and directors' and officers' liability.
9. Copies of all insurance policies covering the conduct, decision, or action of any member of the Debtor's management team as such conduct, decision, or action relates to, arises out of, or in connection with the management of the Debtor, including supporting information (e.g., names of covered individuals, coverage limits, coverage previously used, terms of policies, and premium costs).
10. All Documents and Communications relating to claims made to any insurer by any Debtor, including but not limited to any notices of claim, the insurer's responses and coverage opinions provided.

11. All Documents and Communications relating to any claims and/or lawsuits involving the Debtor, including any claims and/or lawsuits any Person threatened to initiate against the Debtor.

12. All Documents and Communications relating to any claims under or relating to Debtor's insurance policies, with sufficient detail to show the amount of the claim, available insurance coverage, applicable self-insured retention or deductible, and any claims for which there is no insurance coverage.

13. All Documents and Communications relating to personal injury claims that are currently pending against the Debtor (whether covered by insurance or not), available insurance to pay for those claims, any applicable SIR/deductible.

Sale Process

14. All Documents and Communications relating to any proposed sale of the assets of the Debtor, including, without limitation, any proposed sale timelines, any marketing materials (such as confidential information memorandum or teaser), lists of proposed buyers to be contacted, any diligence materials to be provided to proposed buyers, any materials prepared by or provided to any investment banker or broker with respect to such proposed sale, any valuations of the assets, any letters of intent, indications of interest, purchase agreements or other communications related to any proposed sale of the assets.

15. Access to all data rooms created relating to the proposed sale of the Debtor's assets.

16. All Documents relating to the Stalking Horse Bid (as defined in paragraph 57 of the Declaration).

17. All Documents and Communications relating to any proposed reorganization of Debtor.

18. All Documents and Communications relating to valuations of Debtor's assets or enterprise value.

19. All Documents and Communications concerning all financial and valuation reports of the Debtor provided by third parties.

20. All Documents and Communications concerning any solvency/valuation analysis, appraisals, and opinion(s) of the Debtor, including those prepared by external accountants, financial consultants, investment bankers, or financial advisors of the Debtor.

21. All Documents and Communications concerning any offer or indication of interest to purchase the Debtor's assets, business, enter into an affiliation agreement or purchase any portion of the Debtor's business or assets.

22. All Documents and Communications concerning account receivable balances or collections of same of the Debtor, including disposition or handling of same in connection with the sale process.

Residency and Rental Agreements

23. All Documents relating to the Life Care Agreements.
24. All Documents relating to the Fee for Service Agreements.
25. All Documents relating to the Rental Agreements.
26. All Documents relating to the list of Entrance Fee Refunds owed to former Residents as described in footnote 2 of the Declaration.
27. All Documents and Communications relating to Entrance Fee Refunds.
28. All Documents and Communications relating to the Prior Escrow Agreement as described in paragraph 22 of the Declaration.
29. All Documents and Communications relating to the Amended Escrow Agreement as described in paragraph 23 of the Declaration.
30. All Documents relating to amounts currently held in escrow pursuant to the Prior Escrow Agreement and/or the Amended Escrow Agreement.
31. A list of all Residents and amounts held for each Resident pursuant to the Prior Escrow Agreement.
32. A list of all Residents and amounts held for each Resident pursuant to the Amended Escrow Agreement.
33. A list of all former Residents and amounts still owed to each former Resident included in the Pre-Effective Date Refund Queue Claims as described in paragraph 38 of the Declaration.
34. A list of all Residents and amounts owed to each Resident included in the “Current Resident Claims” as described in paragraph 40 of the Declaration.
35. A list of all Residents and amounts owed to each Resident described in footnote 4 of the Declaration.
36. A list of all Residents with Life Care Agreements.
37. All Documents signed by Residents relating to occupancy at the Debtor.
38. All Documents relating to the “Pre-Effective Date Refund Queue Claims” as described in paragraphs 38 and 39 of the Declaration.
39. All Documents relating to the “Current Resident Claims” as described in paragraph 40 of the Declaration.

40. All Documents provided to the Residents of The Buckingham regarding the 2025 bankruptcy filing, including, without limitation, all financial information, all forbearances, and all decisions with respect to the sale of The Buckingham.

41. All Documents and Communications provided to the Residents through The Buckingham application.

42. All Documents and Communications relating to the Town Hall meetings, including without limitation, meeting minutes, presentations, newsletters, etc.

43. All Documents and Communications to and from communication@buckinghamhouston.com.

44. All Documents and Communication located in the Wall Street Room at The Buckingham.

Financial Information

45. Documents and Communications relating to the DIP Facility solicitation and negotiation process, including all Communications with Potential DIP Lenders, term sheets received, lists of parties contacted, NDAs executed, information offered in any data rooms accessed by prospective lenders and competing offers.

46. All DIP Facility documents, including all supporting schedules for the DIP budget, in addition to any other competing DIP Facility offers received.

47. All Documents and Communications relating to the Debtor's financial information, including, without limitation, their assets and liabilities and any other financial information relating to their performance.

48. All Documents and Communications relating to financial projections including any projected income statements, balance sheets and statements of cash flow for the Debtor on a consolidated and/or non-consolidated basis.

49. All Documents and Communications used to prepare financial projections, including any projected income statements, balance sheets and statements of cash flow for the Debtor.

50. Any Documents and Communications relating to the Debtor's financial performance, including, without limitation, balance sheets, cash forecasts and bank statements.

51. All Documents and Communications concerning any off-balance sheet commitments, transactions and/or contingent liabilities of the Debtor.

52. All Documents and Communications relating to any analysis or evaluation of unsecured creditors' claims.

53. All Documents and Communications evidencing data and supporting build-up of defenses for 90-day payments in any Debtor-prepared preference analysis.

54. All Federal, State and any foreign tax returns and/or Form 990s of the Debtor together with copies of all schedules, addendums and attachments, attached thereto or incorporated therein, and all documents relating to the preparation of such tax returns and/or used in the preparation of said tax returns or provided to the preparer of such tax returns for use in the preparation thereof, for the last six (6) tax years.

55.

56. All Documents and Communications between the Debtor and its accountants.

57. Complete accounting books and records (in their native form, including electronic format, as generated and maintained in the normal course of business) of the Debtor, including but not limited to, the following:

- (a) all books of original entries;
- (b) detailed general ledger;
- (c) all transaction detail, including details sufficient to show the financial transactions of the Debtor;
- (d) all adjusting journals;
- (e) all detailed journal entries or other detailed sources of entries that resulted in a posting to the General Ledger;
- (f) Opening and closing balances;
- (g) debit and credit memos; and
- (h) metadata reflecting the software on which the accounting files were maintained in the normal course of business and the electronic format of the files.

58. All audited and unaudited financial statements of the Debtor.

59. All income statements, balance sheets, and cash flows of the Debtor with details of any adjusting journal entries and associated working papers.

60. Monthly accounts receivable aging reports of the Debtor.

61. Monthly accounts payable aging reports of the Debtor.

62. All liquidation analyses prepared by the Debtor.

63. All accounts payable and accounts receivable records of the Debtor.

64. All Documents and Communications relating to amounts due and owing to/from Centers for Medicare & Medicaid Services or any government or government agency.

65. All Documents and Communications relating to any liens, encumbrances, security interests, or claims filed against Debtor.

Bonds

66. All Documents and Communications relating to the Bond Indenture as defined in paragraph 32 of the Declaration.

67. All Documents and Communications relating to the Series 2021 Bonds as defined in paragraph 32 of the Declaration.

68. All Documents and Communications relating to the Loan Agreement as defined in paragraph 33 of the Declaration.

69. All Documents and Communications relating to the Bond Debt and 2021 Notes as defined in paragraph 34 of the Declaration.

70. All Documents and Communications relating to the Master Indenture as defined in paragraph 35 of the Declaration.

71. All Documents relating to credit agreements, forbearance agreements, amendments, pledges, guarantees, promissory notes, waivers, intercreditor or subordination agreements and/or fee letters relating to any debt of the Debtor.

72. All Documents relating to the Original Forbearance Agreement as defined in paragraph 51 of the Declaration.

73. All Documents relating to the Second Forbearance Agreement as defined in paragraph 52 of the Declaration.

74. All Documents relating to the Amended Forbearance Agreement as defined in paragraph 54 of the Declaration.

75. All presentations or reports given to the Bond Trustee (as defined in paragraph 32 of the Declaration), Master Trustee (as defined in paragraph 35 of the Declaration), lenders, landlords, or potential lenders.

Other Documents

76. All Documents sufficient to identify any assets or property (whether real property or personal property) in which Debtor may have an interest.

77. All Documents relating to any interest in real estate held by the Debtor.

78. All Documents sufficient to identify any personal property in which Debtor (whether alone, or jointly with any third party) hold an interest, including, without limitation, intellectual property, accounts receivable, repurchase agreements, swaps, derivatives, treasury bills, money market funds, notes, bonds, securities, collateral held, inventory, consumer products, building products, any items of value, or any other kind of tangible or intangible asset, whether it has accrued or may accrue in the future, that is located in or outside the United States, that is not otherwise responsive to the other requests herein.

79. All documents evidencing any interest, whether direct or indirect, that the Debtor presently has or has had in any corporations, joint ventures, partnerships, limited liability companies, or other business enterprises.

80. All Documents relating to ownership of any personal property in which the Debtor held an interest, including, but not limited to, any beneficial interest in any trust, stock, bonds, accounts, companies, motor vehicles, or other assets or funds of any kind, whether U.S. or foreign.

81. All Communications between Debtor and GMS.

82. All contracts, amendments, and management agreements between Debtor and GMS.

83. All financial statements, including profit and loss statements, balance sheets, and audits relating to GMS's operation and management of The Buckingham.

84. All of GMS's policies, procedures, manuals, and training materials for operation and management of The Buckingham.

85. All records of fees, compensation, reimbursements, and payments made to, by, or on behalf of GMS in connection with its operation and management of The Buckingham.

86. Any reports, evaluations, or assessments of GMS's performance.

87. Any complaints received by Debtor relating to GMS.

88. All Communications between Debtor and SQLC.

89. All contracts, amendments, and management agreements between Debtor and SQLC.

90. All financial statements, including profit and loss statements, balance sheets, and audits relating to SQLC's operation and management of the Buckingham.

91. All of SQLC's policies, procedures, manuals, and training materials for operation and management of The Buckingham.

92. All records of fees, compensation, reimbursements, and payments made to, by, or on behalf of SQLC in connection with its operation and management of the Buckingham.

93. Any reports, evaluations, or assessments of SQLC's performance.
94. Any complaints received by Debtor relating to SQLC.
95. All Documents sufficient to show the Debtor's current assets and liabilities, to the extent not responsive to any other requests for production herein.

Dated: December 10, 2025

GREENBERG TRAURIG, LLP

/s/ Shari L. Heyen

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*Proposed Counsel to the Official
Committee of Unsecured Creditors*

Exhibit A

ESI Instructions

GREENBERG TRAUIG PRODUCTION DELIVERY SPECS

The following document describes the technical requirements for electronic productions produced to Greenberg Traurig. Any proposed formats other than what is listed below should not be produced without discussions and approval from the legal and technical staff. Greenberg Traurig uses Relativity 10.XX as their main review platforms.

General Instructions

1. Produce documents in the same form that it was created or maintained. Documents created or stored electronically should not be produced in hard copy.
2. Deliver data on CD, DVD, or hard drive. The smallest number of media is required.
3. Label all media submitted. Include on the label at least the following information: production date and Bates range
4. Provide all productions free of computer viruses.
5. Provide all passwords for documents, files, or compressed archives provided in the production under a separate cover.
6. Overview of preferred formats for production
 - a. Paper Documents - Scanned paper converted/processed to TIFF files, Bates numbered, and includes OCR text
 - b. Email Collections – Electronic mail converted/processed to TIFF files for the email and attachment(s), Bates numbered, includes a link to the email or native file, corresponding metadata, and includes full text.
 - c. Native Files – Electronic documents converted/processed to TIFF files, Bates numbered, includes a link to the native file, corresponding metadata, and includes full text.

Paper Documents

- 1) **Image files.** Images must be Group IV TIFF files (single-page files). All images should be Bates numbered.
- 2) **Delimited Text file.** At a minimum, this file must contain an a document break file indicating the BegDoc and EndDoc fields.

Comma()	– ASCII character	20
Quote(p)	- “ “	254
Newline	- “ “	174
- 3) **OCR Text.** The OCR text provided to Greenberg Traurig can be delivered in the following manner (1) The OCR text can be delivered as multi-page ASCII files. The name of the file must match the IMAGEID field.
If possible please place page markers at the beginning or end of each OCR text page as shown:

*** LA000001 ***

Concordance Image load file. The delivery must be in an opticon image load file format

Sample Data

Delimited Text file:

þFIRSTBATESþþLASTBATESþ
þGT00000001þþGT00000002þ
þGT00000003þþGT00000004þ
þGT00000005þþGT00000006þ

Concordance Image load file:

GT00000001,,E:\001\GT00000001.TIF,Y,,,
GT00000002,,E:\001\GT00000002.TIF,,,,
GT00000003,,E:\001\GT00000003.TIF,Y,,,
GT00000004,,E:\001\GT00000004.TIF,,,,
GT00000005,,E:\001\GT00000005.TIF,Y,,,
GT00000006,,E:\001\GT00000006.TIF,,,,

Multi-page OCR Text File (GT00000001.txt):

*** GT00000001 ***

Greenberg Traurig Sample OCR fileGreenberg Traurig Sample OCR file
Greenberg Traurig Sample OCR fileGreenberg Traurig Sample OCR file
Greenberg Traurig Sample OCR fileGreenberg Traurig Sample OCR file
Greenberg Traurig Sample OCR fileGreenberg Traurig Sample OCR file
Greenberg Traurig Sample OCR fileGreenberg Traurig Sample OCR file

GT00000001
CONFIDENTIAL

Email Collections

Preferred Format: Delimited Text with Images with native links

- 1) **Image files.** The producing party will provide a TIFF image for each page of the email and attachment(s). Images must be Group IV TIFF files (single-page files). All images should be Bates numbered.
- 2) **Native files.** The producing party will provide a copy of all non tiffable files and or audio/video files, excel spreadsheets, and PowerPoint Presentations which will have a link provided in the metadata (IE: NativeLink). Redacted documents will not have a native file produced.

- 3) **Delimited Text file.** The text and metadata of the email and the attachment(s) is extracted and entered in the appropriate fields and provided as an ASCII delimited text file. All documents must be produced in full message units (Parent email and children attachments) The *child/children* will immediately follow the parent record. The following is a field definition table of the data requested, including sample data for an email and an attachment.

Sample Data - Email

Field	Sample Data	Comment
BEGDOC	GT000001	First Bates number of document
ENDDOC	GT000008	Last Bates number of document
BEGATTACH	GT000001	First Bates number of attachment range
ENDATTACH	GT000015	Last Bates number of attachment range
CUSTODIAN	Jon Greenberg	Mailbox where the email resided
FROM	Jon Greenberg	Sender
TO	Jim Greenberg	Recipient(s)
CC	Eric Traurig	Carbon copy recipient(s)
BCC	Sam Traurig	Blind carbon copy recipient(s)
SUBJECT	Board Meeting	Subject of the email
DATE_SENT	01/01/2000	Date the email was sent
TIME_SENT	12:00 PM	Time the email was sent; must be a separate field and cannot be combined with the DATE_SENT field
NATIVELINK	D:\GT\GT000001.msg	Hyperlink to the email; should be named per the BEGDOC number
FILE_EXTEN	MSG	The file extension of the email; will vary depending on the email format
AUTHOR		Empty for email
DATE_CREATED		Empty for email
TIME_CREATED		Empty for email
DATE_MOD		Empty for email
TIME_MOD		Empty for email
DATE_ACCESSD		Empty for email
TIME_ACCESSD		Empty for email
PRINTED_DATE		Empty for email
FILE_SIZE	4,120	Size of email in KB
INTFILEPATH	Personal Folders\Inbox\Board Meeting.msg	Location of email

CONFIDENTIAL	CONFIDENTIAL	Documents to be designated CONFIDENTIAL
TIMEZONE	EST	TimeZone in which data was processed

Sample Data - Attachment

Field	Sample Data	Comment
BEGDOC	GT000009	First Bates number of document
ENDDOC	GT000011	Last Bates number of document
BEGATTACH	GT000001	First Bates number of the attachment range
ENDATTACH	GT000015	Last Bates number of the attachment range
CUSTODIAN	Jon Greenberg	Mailbox where the email resided
FROM		Empty for attachment
TO		Empty for attachment
CC		Empty for attachment
BCC		Empty for attachment
SUBJECT		Empty for attachment
DATE_SENT		Empty for attachment
TIME_SENT		Empty for attachment
NATIVELINK	D:\GT\GT000002.doc	Hyperlink to the document; should be named per the BEGDOC number
FILE_EXTEN	DOC (attachment – ex. Word document)	The file extension will vary
MASTER_DATE	01/01/1989	Date for the email that is also propagated down to the attachment document (Allows for sorting and keeping family documents together)
DATE_CREATED	04/01/1998	Attachment metadata
TIME_CREATED	04:13 PM	Time the attachment was created; must be a separate

		field and cannot be combined with the DATE CREATED field.
DATE_MOD	01/02/1999	Attachment metadata
TIME_MOD	04:13 PM	Time the attachment was modified; must be a separate field and cannot be combined with the DATE_MOD field.
DATE_RECEIVED	12/31/1999	Date the email was received
TIME_RECEIVED	12:02 PM	Time the email was received
FILE_NAME	GT.doc	Name of the file
FILE_SIZE	500,111	Size of file in KB
CONFIDENTIAL	CONFIDENTIAL	Documents to be designated CONFIDENTIAL
HASHVALUE	12345678910asdfghjklouytrewwqzxcv	Hash value of the document
DUP-CUSTODIAN	Jon Greenberg	All custodians who were duplicated out but had the same document
TEXTPATH	.\text\GT000001.txt	Path to the OCR text files

The delimited text file must include a header record. The delimiters for the file must be as follows:

Comma (,) – ASCII character 20
Quote (") - " " 254
Newline - " " 174

4) **Concordance Image load file.** The delivery must be in an opticon image load file format

Native Files

Preferred Format: Delimited Text with Images and Links to Native Files:

1. **Image files.** The producing party will provide a TIFF image of the native files. Images must be Group IV TIFF files (single-page files). All images should be Bates numbered.
2. **Native files.** The producing party will provide a copy of all non tiffable files and or audio/video files, excel spreadsheets, and PowerPoint Presentations which will have a link provided in the metadata (IE: NativeLink). Redacted documents will not have a native file produced.

3. **Delimited Text file.** An ASCII delimited file containing the metadata associated with the file, text extracted from the native file, and a directory path to the native file. The fields to be included in the production are as follows:

FIELD	SAMPLE DATA	COMMENT
BEGDOC	GT000001	First Bates number of native file
ENDDOC	GT000001	Last Bates number of native file
CUSTODIAN	Jon Greenberg	Individual from whom the documents originated
NATIVELINK	D:\GT\GT000001.doc	Hyperlink to the document; should be named per the BEGDOC number
DATE_CREATED	11/03/2004	
TIME_CREATED	2:10 PM	Time the document was created; must be a separate field and cannot be combined with the DATE_CREATED field.
DATE_MOD	11/01/2005	
TIME_MOD	11:11 PM	Time the document was modified; must be a separate field and cannot be combined with the DATE_MOD field.
DATE_RECEIVED	12/31/1999	Date the email was received
TIME_RECEIVED	12:02 PM	Time the email was received
FILE_SIZE	200,411	Size of file in KB
TEXTPATH	.\text\GT000001.txt	Path to the OCR text files

The delimited text file must include a header record. The delimiters for the file must be as follows:

Comma (,) – ASCII character	20
Quote (p) - “ “	254
Newline - “ “	174

- 4) **Concordance Image load file.** The delivery must be in an opticon image load file format