EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	Case No. 24-11217 (BLS)
Debtors.	)	(Jointly Administered)

ORDER AUTHORIZING DEBTORS TO (I) RETAIN AP SERVICES, LLC, (II) DESIGNATE CHARLES BRALEY AS CHIEF RESTRUCTURING OFFICER EFFECTIVE AS OF THE PETITION DATE, AND (III) GRANTING RELATED RELIEF

Upon the application (the "Application")[2] of the above-captioned debtors (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to (a) retain and employ AP Services, LLC ("APS"), (b) designate Charles Braley as Chief Restructuring Officer ("CRO"), each pursuant to the terms of the engagement letter by and among the Debtors and APS, dated as of June 6, 2024 (the "Engagement Letter") effective as of the Petition Date, and (c) granting related relief, all as more fully set forth in the Application; and upon consideration of the Braley Declaration; and the United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 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 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

[1] The last four digits of Debtor Vyaire Medical, Inc.'s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' claims and noticing agent at https://omniagentsolutions.com/Vyaire. The location of Debtor Vyaire Medical, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

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

the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein; and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interest of the Debtors, their estates, and all parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth in this Order.

2. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are authorized to (i) retain and employ APS and (ii) designate Charles Braley as CRO, in each instance effective as of the Petition Date, and in accordance with the terms and conditions set forth in the Engagement Letter attached to the Application as **Exhibit B**.

3. The terms of the Engagement Letter are reasonable and approved in all respects, as modified by this Order.

4. APS is authorized to apply the Retainer to satisfy any unbilled or other remaining prepetition fees and expenses that APS becomes aware of during its ordinary course billing review and reconciliation. The balance of the Retainer held by APS shall be treated as an evergreen retainer and be held by APS as security throughout these Chapter 11 Cases until APS's fees and expenses are fully paid.

5. Upon employment and retention by the Debtors, Mr. Braley shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Letter.

6. To the extent APS uses the services of independent contractors (the "Contractors") in these Chapter 11 Cases, APS shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that APS pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for APS; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

7. Notwithstanding anything to the contrary in the Application or the Engagement Letter, APS's engagement is subject to the following terms:

a. APS and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor or investor/acquirer) in connection with these Chapter 11 Cases.

b. In the event the Debtors seek to have APS Personnel assume executive officer positions that are different than the position(s) disclosed in the Application, or to materially change the terms of the engagement by either (i) materially modifying the functions of personnel, or (ii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

c. Notwithstanding anything to the contrary contained in the Application, the Engagement Letter, or any exhibits hereto, during the course of these Chapter 11 Cases, APS will only seek reimbursement of actual and necessary expenses.

d. APS shall file reports of compensation earned and expenses incurred on a monthly basis ("Compensation Reports"). APS may from time to time add or remove staff and, as a result, APS will also file staffing reports that will reflect the names of all full- and part-time APS Personnel involved in these Chapter 11 Cases and each individual's hourly billing rate ("Staffing Reports" and, together with Compensation Reports, the "Staffing and Compensation Reports"). APS will provide its Staffing and Compensation Reports to: (i) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), (ii) counsel to the Debtors, and (iii) counsel to the Official Committee of Unsecured Creditors (the "Committee") (the "Notice Parties"). The Notice Parties shall have fourteen days after the date each Staffing and Compensation Report is served upon them to object, and the related compensation and expenses will be subject to Court review in the event an objection is filed.

e. APS shall append to the Staffing and Compensation Reports time records that contain detailed time entries describing the tasks performed on a daily basis and the corresponding charges (time multiplied by hourly rate) organized by project category. The time entries shall identify the time spent completing such tasks in tenth of an hour (0.1) increments and the corresponding charge (time multiplied by hourly rate) for each task (by daily project category entry).

f. No principal, employee, or independent contractor of APS and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of these Chapter 11 Cases.

g. The Debtors are permitted to indemnify those persons serving as corporate officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O Policy.

h. There shall be no indemnification of APS or its affiliates.

i. The limitation of liability section in the Engagement Letter will be eliminated for the duration of these Chapter 11 Cases.

j. Success fees or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and shall not be pre-approved under section 328(a) of the Bankruptcy Code.

k. For a period of three years after the conclusion of the engagement, neither APS nor any of its affiliates shall make any investments in the Debtors or the reorganized Debtors.

l. APS Personnel serving as corporate officers of the Debtors shall be subject to the same fiduciary duties and obligations applicable to other persons serving in such capacity.

m. APS shall follow the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding limitations on reimbursement of expenses.

n. APS shall make appropriate disclosures of any and all facts that may have a bearing on whether APS, its affiliates, or any individuals working on the engagement hold/represent any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

8. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

9. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

10. APS shall use its reasonable efforts to avoid any unnecessary duplication of services provided by any retained professionals in these Chapter 11 Cases.

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

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Dated: ___________________, 2024

____
HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Engagement Letter

APServices

June 6, 2024

John Bibb
Group Chief Executive Officer
Vyaire Holding Company
26125 Riverwoods Blvd
Mettawa, IL 60045

Re: Agreement for Interim Management Services

Dear Mr. Bibb:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AP Services, LLC ("APS"), and Vyaire Holding Company and certain of its subsidiaries and affiliates (the "Company") for the engagement of APS to provide interim management services to the Company.

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions. The Company and APS are each a "Party," and together the "Parties."

The engagement of APS, including any APS employees who serve in Executive Officer positions, shall be under the supervision of the Board of Directors of the Company.

Objectives and Tasks

Subject to APS's (i) internal approval from its Risk Management Committee, (ii) confirmation the Company has a Directors and Officers Liability insurance policy in accordance with the Indemnification section of the General Terms and Conditions regarding Directors and Officers Liability Insurance coverage, and (iii) receipt of a copy of the signed Board of Directors' resolution (or similar document as required by the Company's governance documents) as official confirmation of the appointment, APS will provide Charles Braley to serve as the Company's Chief Restructuring Officer ("CRO"), reporting to the Company's Restructuring Committee of the Board of Directors. Working collaboratively with the senior management team, the Board of Directors and other Company professionals, Mr. Braley and APS will assist the Company with the following:

- Prepare budgets and 13-week cash forecasts and evaluate variances thereto, as required by the Company's lenders.
- Communicate with, and meet information needs of, the Company's various constituencies, including current lenders and potential DIP and/or exit lenders.
- Strengthen the Company's core competencies in the finance organization, particularly cash management, planning, general accounting and financial reporting information management.
- Assist the Company with the financial reporting requirements, diligence, and review, attendant to a bankruptcy filing, including, but not limited to, court orders, reports and investigations, court-approved transactions, emergence, and fresh-start accounting.
- Develop the Company's revised business plan, and such other related forecasts as may be required by the Company's lenders in connection with negotiations or by the Company for other corporate purposes.
- Identify, implement, and monitor both short-term and long-term liquidity generating initiatives.

- Develop a short-term cash disbursement plan designed to minimize cash requirements while maintaining the efficiency of operations, sustaining vendor relationships, and minimizing the impact on the Company's customer base.
- Design, negotiate and implement a restructuring strategy designed to maximize enterprise value, taking into account the unique interests of key constituencies.
- Develop short-term and long-term cash flow forecasting tools and related methodologies to support negotiations with the Company's stakeholders and fundraising initiatives.
- Prepare for bankruptcy and file bankruptcy petitions, coordinating and providing administrative support for the bankruptcy proceedings, the sale process, and developing the Company's plan of reorganization or other appropriate case resolution, including, but not limited to, a wind down of certain of the Company's businesses including in a chapter 7 bankruptcy or a structured dismissal, each to the extent applicable.
- In connection with a bankruptcy, prepare (i) a disclosure statement and plan of reorganization, (ii) a liquidation analysis, (iii) statements of financial affairs and schedules of assets and liabilities, (iv) a potential preference analysis, (v) a claims analysis, (vi) monthly operating reports and other regular reporting required by the Bankruptcy Court, (vii) diligence and other information necessary to facilitate the Company's sale process, and (viii) analysis with respect to costs, expenses, and other information related to a wind down of the Debtors' businesses.
- Coordinate the Company's professionals assigned to sourcing, negotiating and implementing any financing, including debtor-in-possession and exit financing facilities, in conjunction with the sale process, plan of reorganization and/or the overall restructuring.
- Manage the "working group" professionals who are assisting the Company in the reorganization process or who are working for the Company's various stakeholders to improve coordination of their effort and individual work product to be consistent with the Company's overall restructuring goals.
- Create and communicate materials for diligence purposes and manage the flow of information to potential acquirers in connection a potential sale of the Company's assets.
- Conduct eDiscovery, document review and forensic data services required in conjunction with any document requests or other discovery.
- Assist the Company with such other matters as may be requested by the Company and are mutually agreeable.

Staffing

Charles Braley and Eric Koza will be responsible for the engagement, supported by the APS personnel necessary to complete the services provided under the Agreement. In addition, APS and its affiliates have relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

Timing and Fees

APServices

APS will commence this engagement on or about June [3], 2024 after receipt of a copy of the executed Agreement and confirmation of the Company's compliance with the requirements set forth in the first paragraph of the Objectives and Tasks section above.

This Agreement shall supersede in its entirety the agreement between AlixPartners, LLP ("AlixPartners") and the Company dated March 29, 2024 (the "Prior Engagement Letter"), which Prior Engagement Letter will be terminated upon full execution of this Agreement.

The Company shall compensate APS for its services, and reimburse APS for expenses, as set forth on Schedule 1.

In the event the Company seeks protection under the U.S. Bankruptcy Code, the Company will promptly apply to the Bankruptcy Court to obtain approval of APS's retention nunc pro tunc to the date of filing. APS acknowledges its retention and the terms thereof are subject to Bankruptcy Court approval.

* * *

If these terms meet with your approval, please sign and return a copy of the executed Agreement.

We look forward to working with you.

Sincerely yours,

DocuSigned by: Eric Koza 9B8897BE2951461...	DocuSigned by: Charles Braley 478F9A78BE42492...
Eric Koza Americas Co-Leader of Turnaround & Restructuring, PMD	Charles Braley Partner & Managing Director

For and on behalf of AP Services, LLC

Agreement and acceptance confirmed

By: DocuSigned by: John Bibb 14A8B83D591847E...

Its: Group CEO

Dated: 6/7/2024 | 5:31 PM EDT

For and on behalf of Vyaire Holding Company

APServices

Schedule 1

Fees and Expenses

1. **Fees:** APS's fees will be based on the hours spent by APS personnel at APS's hourly rates, which are effective as of July 1, 2024:

Partner / Partner & Managing Director	USD 1,200 – USD 1,495
Senior Vice President / Director	USD 825 – USD 1,125
Vice President	USD 640 – USD 810
Consultant	USD 230 – USD 625

APS generally reviews and revises its billing rates semi-annually.

APS's total fees include any retainer, break fee, or success fee payable hereunder, if any (together, the "Fees"). In the event of a Chapter 11 filing, the Fees shall also include the Case Management Platform usage fees set forth in the Bankruptcy Related Matters Section of the General Terms and Conditions.

2. **Completion Fee:** In addition to the Fees above, APS will be compensated for its efforts by the payment of a Completion Fee. The Company understands and acknowledges that the Completion Fee is an integral part of APS's compensation for this engagement and that the structure and amount of the Completion Fee is reasonable.

APS shall earn a Completion Fee of US $1,000,000 upon the earliest to occur of any of the following: (i) completion of a restructuring through confirmation of a Chapter 11 Plan (which, for avoidance of doubt, shall not include a plan of liquidation), (ii) the consummation of any material recapitalization or debt restructuring of the Company, or (iii) consummation of one or more transactions, in any form, that effectively transfers a significant and material portion of the business as a going concern to another entity or entities, or that results in a change in structure of the board of directors. For the avoidance of doubt, the Completion Fee shall be earned upon a sale or sales of all or substantially all the assets of the Company pursuant to section 363 of the Bankruptcy Code ("Sale Transaction"); *provided*, *however*, that (i) if the sale or sales of some, all or substantially all assets of the Company does not result in an aggregate purchase price of in excess of the amount of "new money" debtor-in-possession financing actually funded, (ii) the Company's lenders elect to credit bid for such assets, or (iii) the company confirms a chapter 11 plan of liquidation but does not complete any Sale Transaction, APS shall earn a Completion Fee of $750,000; *provided further* that if the Company converts its chapter 11 cases to chapter 7 cases prior to APS's earning of the Completion Fee, APS shall not be entitled to a Completion Fee. The Completion Fee shall be due and payable immediately when the objective or objectives determined as described above have been achieved.

If at any time prior to 24 months after the cessation of services performed by APS under this engagement, the objective(s) described above have been achieved, whether or not the Company has then engaged the services of another professional or this Agreement has been terminated, concluded or completed, APS will be entitled to payment in full of the Completion Fee. For the avoidance of doubt, no more than one Completion Fee shall be earned or paid hereunder.

APServices

3. **Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse APS upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this engagement, such as travel, lodging and meals, and any technology costs associated with secure storage and handling of client data not otherwise covered by this Agreement.

4. **Retainer:** AlixPartners is currently holding a retainer in the amount of USD 500,000 in connection with the Prior Engagement Letter. Such retainer amount will be transferred to this Agreement and held for the remainder of the engagement to be applied against Fees and expenses. Any balance of the retainer will be applied against the final invoice or returned to the Company at the end of the engagement.

5. **Payment:** APS will submit invoices bi-weekly for services rendered and expenses incurred. All invoices shall be due and payable immediately upon receipt. In the event of a bankruptcy filing, APS will submit invoices in the manner required by the Bankruptcy Court. All invoices will be due and payable immediately upon receipt, subject to Bankruptcy Court approval, as applicable.

APServices

Data Protection Schedule
Description of Transfer

1. **Categories of data subjects whose personal data is transferred**

___x___ Employees / Members / Contractors of Client

_______ Customers / Consumers / Clientele / Prospects of Client

_______ Other:

2. **Categories of personal data transferred**

_______ Background Check Data (Criminal History, Drug Test Results, References, etc.)

_______ Biometric Data (Facial Recognition, Fingerprints, Voice Recording, etc.)

_______ Browsing Data (Cookies, Website History, IP Address, etc.)

___x___ Contact Information (Contact Details, Address, Email Address, Phone Numbers, etc.)

_______ Education and Skills (Academic Transcripts, Degrees, Languages, Training, etc.)

___x___ Employment Information (Compensation, Job Title, Personnel Number, Workers Comp, Office Location, etc.)

_______ Family Information (Children, Parents, etc.)

_______ Financial Personal Information (Bank Accounts, Credit Card Numbers, etc.)

_______ Genetic Information (Genetic Sequence)

_______ Government Identifiers (National Identification Number, SSN, Driving License, etc.)

_______ Personal Identifiers (Name, Age, Date of Birth, Race, Video/Photo, Signature, etc.)

_______ Professional Experience & Affiliations (Trade Union Membership, Qualifications/Certifications, etc.)

_______ Social Media Data (Social Media Accounts, Social Media History, etc.)

_______ Travel and Expense (Travel History, Expense Details, etc.)

_______ User Account Information (Account Age, Account Number, Account Password, etc.)

_______ Workplace Welfare (Harassment Reports, Disciplinary Action, etc.)

_______ Other:

3. **Frequency of data transfers**

   The frequency of the transfer will be continuous (multiple transfers).

4. **Processing by APS**

   4.1. <u>Nature of processing</u>: The nature of processing will include receiving, storing, analyzing, transmitting to appropriate parties, and disposing of Personal Data.

   4.2. <u>Purpose of the data transfer and further processing</u>: The purpose of processing is to provide the services described in the agreement above.

   4.3. <u>The period for which the personal data will be retained, or if the period is unknown, the criteria used to determine the period</u>: APS will process Personal Data for the duration of the engagement.

   4.4. <u>Transfer to Sub-processors</u>: Sub-processors may process Personal Data for the duration of the engagement life cycle and for the purposes specified above. See https://www.alixpartners.com/policies/subprocessors/ for a list of sub-processors.

AP Services, LLC
General Terms and Conditions

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

Section 1. Company Responsibilities

APS's performance of the services in accordance with the terms of the Agreement are dependent on the Company's timely and effective completion of the following responsibilities to the extent they are reasonably necessary for such performance: (a) provide timely, reliable, accurate and detailed information, materials, documentation; and (b) make timely decisions, gain relevant approvals, and co-operate with APS as is necessary or desirable for the performance of the services.

Section 2. Nature of the Services of APS

APS is not an accounting firm or a law firm. APS is providing advisory and consulting services only and will not (i) unless expressly stated otherwise in the Agreement, make management decisions for the Company, (ii) perform accounting audits, or (iii) provide legal services or advice. While APS may, from time-to-time, suggest options that may be available to the Company, the ultimate decision as to such options rests with the Company, and APS makes no promise or guarantee, nor gives any representations, about the outcome of the Company's matters and/ or any decision it makes.

Section 3. Billing, Payments, and Taxes

Billing and Payments. All invoices for Fees and expenses are due as set forth on Schedule 1 (the "Due Date") via wire transfer to APS's bank account, as shown on the invoice. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter.

There will be no administrative fees or costs charged to AlixPartners for the use of e-billing, procurement, factoring, or other similar services in connection with our invoicing (e.g. Ariba, SAP, Tymetrix, Brightflag, etc.) of this engagement. If the Company requests or requires APS to use the Company's or a third party's e-billing, procurement, factoring, or other similar services in connection with our invoicing and there are fees charged or discounts applied in connection with APS's use of such services, the Company agrees to reimburse APS for those fees or discounts as a reimbursable expense under the Agreement.

Taxes. APS's Fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on APS's income generally). If APS's Fees are subject to any taxes, such as State sales tax or Value Added Tax, then APS will include such taxes on its invoices as separate line items.

Section 4. Use of Work Product

"Work Product" means all information, reports, materials, software and other work product that APS creates or develops specifically for the Company in the performance and/or preparation of the services that constitutes, contains and/or comprises APS's advice, observations, assessments, evaluations, theories, formulas, methodologies, opinions, judgement, endorsements, recommendations and/ or proposals.

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with the referenced entity, including the referenced entity's parent. In this definition, control means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

Except as disclosure may be required by law, regulation or regulatory process, or as allowed below, the Company agrees that the Work Product shall only be used by the Company internally solely for its own benefit and use consistent with the purpose of the services under the Agreement. The Company acknowledges and agrees that APS's only duty of care in respect of the services and the Work Product is to the Company.

The Company may distribute the Work Product on a strictly confidential and non-reliance basis to its auditors, accountants, legal advisors, controlled and controlling Affiliates ("Authorized Recipients") provided that the Company understands and agrees that APS does not accept any liability to any of the Authorized Recipients and APS sole duty of care is to the Company. The Company shall be responsible for any damages resulting from a breach of the terms of the Agreement by its Authorized Recipients.

Except as described above and without APS's prior written approval (not to be unreasonably withheld or delayed), no part of APS's Work Product may be (i) disseminated, reproduced, quoted, or referenced with attribution to APS or an unnamed consultant or (ii) disseminated to third parties without APS's prior written consent and such third parties executing APS's Report Access Letter.

Section 5. Confidentiality

Nondisclosure of Confidential Information. Each Party shall keep confidential all confidential information, in whatever form, relating to a Party or its finances, accounts, business, technologies, products, customers or suppliers obtained from the other Party during the performance of APS's services hereunder (the "Confidential Information"), and neither Party will disclose any Confidential Information to any other person or entity, except as permitted below. Confidential Information includes the terms of the Agreement.

Disclosure of Confidential Information. The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, either Party from making such disclosures of Confidential Information that either Party reasonably believes are required by law or any regulatory requirement or authority, including APS's disclosures to clear client conflicts and as may be required by FedRBank P2014 in unrelated bankruptcy matters.

Either Party may disclose Confidential Information to its Affiliates, and its and their directors, officers, employees, partners, subcontractors, auditors, accountants, agents and legal advisors (collectively, "Representatives"), but only if such Representatives reasonably need to know the Confidential Information as it relates to the services being provided under the Agreement and such Representatives are bound by similar confidentiality obligations. Each Party is responsible for any breach of these confidentiality obligations by any of its Representatives. In addition, APS may use the Company's Confidential Information obtained in connection with, and/or generated in the performance of, the services for benchmarking and related purposes, to augment the consulting offerings APS provides to the Company and other clients provided that APS will only use such information on an aggregated and anonymized basis and will not, in any circumstances, identify the Company in connection with such benchmarking and related purposes and in all such cases, APS shall comply with applicable laws and professional obligations.

Marketing. APS will have the right to disclose to any person that it provided services to the Company and a general description of such services, but APS shall not provide any other information about its involvement with the Company.

Exclusions. The confidentiality provisions of the Agreement will not apply to any information that (a) is or becomes generally available to the public through no action by either Party or its Representatives (as defined below), (b) are or become available to either Party on a non-confidential basis from a source that such Party reasonably believes is lawfully permitted to so provide, or (c) is independently developed by either Party without the use of the Confidential Information of the other Party.

Return or Destruction of Information. At the conclusion of the Agreement, the receiving Party and its Representatives may, and will if so requested in writing by the disclosing Party, promptly return to the disclosing Party all tangible Confidential Information provided to the receiving Party and its Representative and will destroy/delete all summaries, notes, studies, compilations or written or electronic copies and records that reflect any of the Confidential Information prepared by either Party or any of its Representatives. Such destruction/deletion (or return/delivery) will be confirmed in writing. The foregoing obligation to return or destroy documents shall not extend to (i) documents the receiving Party is obligated to retain pursuant to any applicable law, rule, regulation, policy or by a competent authority, or (ii) any computer files or documents created as a result of automatic archiving and backup procedures provided that any such retained documents shall remain subject to the Agreement.

Expiration. The obligations of the Parties under this section shall survive the end of any engagement between the Parties for a period of three (3) years.

Section 6. Intellectual Property

"Intellectual Property" means patents, registered designs, registered trademarks and applications and the right to apply for any of the foregoing, copyright, design rights, topography rights, database rights, brands, trademarks, utility model rights, rights in the nature of copyright, rights in inventions and all other industrial, commercial and intellectual property rights and all other rights or forms of protection having equivalent or similar effect to any of the foregoing arising anywhere in the world.

"APS Intellectual Property" means any Intellectual Property that APS has created, acquired or developed prior to the date of and/or separately from the Agreement and any enhancements, developments and/or improvements to any of the foregoing by and/or on behalf of APS during the course of, and/or in performance of, the Agreement.

"Company Intellectual Property" means any Intellectual Property that APS creates specifically for the Company in the performance of the services that is not APS Intellectual Property.

As between the Parties, the Company's Intellectual Property shall be owned by the Company upon full payment of all Fees and expenses due to APS and to that effect, subject to the payment of such Fees and expenses, APS hereby assigns its rights and interests in and the Company's Intellectual Property to the Company.

As between the Parties, the APS Intellectual Property shall be owned by APS and except to the extent explicitly agreed hereunder the Company shall not acquire any title or interest in and to the APS Intellectual Property. APS hereby grants to the Company a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license to use the APS Intellectual Property only to the extent necessary to enable the Company to use and benefit from the results of the services, including the Company's Intellectual Property, subject to and in accordance with the terms of the Agreement.

Section 7. Limitation of Liability

THE APS PARTIES SHALL NOT BE LIABLE TO THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF APS. THE APS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE APS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID TO APS FOR SERVICES UNDER THE AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THE AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP").

Nothing in the Agreement, including the Liability Cap, shall be deemed to limit or exclude APS's liability for (a) death or personal injury caused by negligence, (b) gross negligence, fraud or willful misconduct, or (c) to the extent such claim cannot by capped or limited by applicable law.

APS is not responsible for any third-party products or services separately procured by the Company. The Company's sole and exclusive rights and remedies with respect to any such third-party products or services are against the third-party vendor and not against APS, whether or not APS is instrumental in procuring such third-party product or service.

Section 8. Indemnification

The Company shall indemnify, hold harmless and defend APS and its Affiliates and its and their partners, directors, officers and employees (collectively, the "APS Parties") from and against all claims (including without limitation claims from Authorized Recipients), liabilities, losses, expenses and damages ("Loss") incurred or suffered arising out of or as a result of the performance by APS of the services or its obligations hereunder, or any third party's use of or reliance on the services provided under the Agreement or Work Product. The indemnity herein shall not apply to the extent such Loss directly arises as a result of APS' Parties fraud, gross negligence or willful misconduct. The Company shall pay Losses as incurred, including reasonable legal fees and disbursements of counsel. If, in the opinion of counsel, representing both Parties in the matter covered by this indemnification creates a potential conflict of interest, the APS Parties may engage separate counsel to represent them at the Company's expense.

The Company shall specifically include and cover APS employees and agents serving as directors or officers of the Company or Affiliates with direct coverage under the Company's policy for liability insurance covering its directors, officers and any equivalently placed employees ("D&O insurance") in at least $10 million for any one incident. The Company will maintain such D&O insurance coverage for the period through which claims can be made against such persons. The Company shall, at the request of APS, provide a copy of its current D&O policy, a certificate(s) of insurance evidencing the policy is in full force and effect, and any other documents as APS may reasonably request evidencing the appointment and coverage of the indemnitees. The Company disclaims a right to distribution from the D&O insurance coverage with respect to such persons. In the event that the Company is unable to include APS employees and agents under the Company's policy or does not have first dollar coverage acceptable to APS (e.g., there are claims or threatened claims against the policy), APS may, at its option, purchase a separate D&O insurance policy (at the Company's expense) to cover APS employees and agents only.

APS employees serving as directors or officers of the Company or Affiliates will receive the benefit of the most favorable indemnification provisions provided by the Company to its directors, officers and any equivalently placed employees, whether under the Company's charter or by-laws, by contract or otherwise. The Company's indemnification obligations in this Section shall be primary to, and without allocation against, any similar indemnification obligations that APS may offer to its personnel generally, and the Company's D&O insurance coverage for the indemnitees shall be specifically primary to, and without allocation against, any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by APS or otherwise).

Section 9. Non-Solicitation of Employees

The Company acknowledges and agrees that APS has made a significant monetary investment recruiting, hiring and training its personnel. During the term of the Agreement and for a period of one year after its termination or expiration (the "Restrictive Period"), the Company agrees not to directly or indirectly solicit the employment of any of APS's Partner & Managing Directors, Partners, Directors, or other employees/contractors who performed services under the Agreement or whom the Company or its Affiliates had interactions with as a result of the services provided under the Agreement. The following shall not be a violation of this section: (i) general solicitations, or recruitment through advertisements, job boards, websites, or other similar channels not targeted at APS personnel, or (ii) hiring former APS personnel who have not been employed by APS for a period of six (6) months prior to being contacted by the Company.

If during the Restrictive Period the Company directly or indirectly solicits away, hires or contracts with any of APS's Partner & Managing Directors, Partners, Directors, or other employees/contractors in violation of the preceding paragraph, the Company agrees to pay to APS as liquidated damages and not as a penalty the total cash compensation (salary plus any cash bonuses) paid to such person during the preceding twelve months. The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse APS for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that APS has made in its Partner & Managing Directors, Partners, Directors, and other employees/ consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

The provisions of this section shall apply except to the extent the provisions conflict with applicable law.

Section 10. Governing Law and Arbitration

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each Party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing Party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, any Party may proceed directly to a court of competent jurisdiction to enforce the terms of the Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under the Agreement, or (ii) the non-performance of obligations under the Indemnification section of these Terms. For the purposes of this paragraph, the Parties expressly consent to the jurisdiction of all Federal and state courts located in New York, New York.

In any court proceeding arising out of the Agreement, the Parties hereby waive any right to trial by jury.

Equitable Remedies. Each Party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each Party agrees that the non-breaching Party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement.

Section 11. Termination and Survival

The Agreement may be terminated at any time by written notice by one Party to the other; provided, however, that notwithstanding such termination APS will be entitled to any Fees and expenses incurred through the termination date (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of APS.

Additionally, unless the Agreement is terminated by the Company due to APS's material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) APS shall remain entitled to the completion fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9 10, 11, 12, 13, and 14 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

Section 12. General

Force Majeure. "Force Majeure Event" means any action, omission, act, event or circumstance which is beyond the reasonable control of APS and which prevents APS from performing any of its obligations under the Agreement, including failure to meet any standard of performance.

If a Force Majeure Event occurs, APS will, as soon as reasonably practicable, notify the Company of its occurrence, nature and the anticipated impact it will have on APS's ability to perform its obligations under the Agreement and APS will have no liability in respect of the non-performance of such obligations during the continuation of the Force Majeure Event and for such time after its ends as is reasonably necessary for APS to recommence its affected performance under the Agreement.

Anti-Money Laundering Compliance. APS is obliged to and shall comply with certain regulations pertaining to its activities, including client take-on and the services contemplated during this engagement (for example UK, US and European anti- money laundering regulations as well as economic sanctions regulations administered by OFAC and/ or the Department of State in the US). The Company acknowledges and agrees that APS will conduct customer due diligence checks at the outset of the business relationship and periodically thereafter, which may involve verifying the identity of the Company, the beneficial owners of the Company, or their associated persons and entities, as well as other persons and entities with which APS is dealing in connection with this engagement. In that context, APS may request such information and documentation as is required for these purposes and APS shall retain all information and documentation provided in accordance with applicable laws and its document retention policy, as amended from time to time.

Anti-Bribery and Corruption. The Parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010). Each Party shall notify the other immediately if it has reason to suspect that any breach of the foregoing has occurred, is occurring or is likely to occur in connection with the Agreement, its subject matter or the receipt or payment (as the case may be) of any moneys from or by or on behalf of the Company.

If either Party (the "Defaulting Party") breaches this section, the other Party (the "Non-Defaulting Party") may, notwithstanding any other terms of the Agreement terminate the Agreement and may recover from the Defaulting Party any loss or damage suffered by the Non-Defaulting Party resulting from such termination.

The rights and remedies under this section entitled 'Anti-Bribery and Corruption' shall survive acceptance and payment of any moneys and be without prejudice to any other right or remedy available to the Non-Defaulting Party.

Severability. If any provision(s) of the Agreement are, in any jurisdiction, found to be invalid or unenforceable, that provision or parts thereof (as the case may be) will to that extent and in that jurisdiction be deemed not to form part of the Agreement and the enforceability of the remainder will not be affected in such jurisdiction.

Entire Agreement. The Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the Parties relating to the services and supersedes any and all prior proposals, communications, agreements, understandings, representations, or estimates among the Parties with respect to such services. Each Party agrees that in entering into the Agreement other than as expressly included in the Agreement it does not rely on any statement, representation, undertaking, agreement or understanding of any nature made by any person. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the Parties.

Related Matters. If an APS Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to the Agreement, the Company shall reimburse APS for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an APS Party is a party to the proceeding or the subject of the investigation.

Joint and Several Liability. If more than one counterparty enters into the Agreement with APS, the liability of each such counterparty shall be joint and several, and APS may take action against, or release or compromise the liability of, any counterparty, without affecting the liability of any other counterparty.

Third-Party Beneficiaries. Except where expressly stated to be for the benefit of Affiliates of APS (and such Affiliates will acquire rights to enforce the relevant terms), a person who is not a party to the Agreement has no rights to enforce any terms of the Agreement.

Notices. All notices required or permitted to be delivered under the Agreement shall be sent, if to APS, to:

AP Services, LLC
2000 Town Center, Suite 2400
Southfield, MI 48075
Attention: Chief Legal Officer

and if to the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to APS. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Section 13. Bankruptcy Related Matters

Notwithstanding anything to the contrary in these Terms, in the event the Company files for protection under the U.S. Bankruptcy Code, the following provisions will prevail:

The Company shall promptly apply to the Bankruptcy Court for approval of the Company's retention of APS under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to APS. APS shall have no obligation to provide any further services if the Company becomes a debtor under the U.S. Bankruptcy Code unless APS's retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to APS. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to APS's fee and expense matters.

The Company and APS agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with the Agreement.

APS will have the right to obtain independent legal counsel to obtain advice with respect to its services under the Agreement. The Company will reimburse APS for the reasonable fees and expenses of such independent legal counsel, following approval by the Bankruptcy Court.

APS acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, APS may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. APS will seek Bankruptcy Court approval to apply the retainer to these amounts.

If APS finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) APS will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that APS is involved in providing services on behalf of the Company; and (iii) the I/C must represent that he/she will not work for the Company or other parties in interest in this case during the time APS is involved in providing services to the Company. APS's standard practice is to charge for an I/C's services at the rate equal to the compensation provided by APS to such I/C.

Case Management Platform. APS may, where applicable, grant the Company usage of APS's proprietary suite of digital tools to enable Bankruptcy Court reporting (the "Case Management Platform"). APS will grant the Company access and use of the Case Management Platform to pre-approved authorized users at the Company (as agreed to by the Parties). The Company understands the Case Management Platform is APS Intellectual Property as that term is defined in the Intellectual Property Section of the Terms. The Company shall not acquire any other interest in the Case Management Platform other than the limited non-transferable ability to access and use the Case Management Platform. When APS is providing the Company access to the Case Management Platform, the usage charges below will apply in addition to the Fees set forth on Schedule 1.

Number of Authorized Users	Monthly Fee
1-25	USD 20,000
26-50	USD 35,000
51-75	USD 45,000
76-100	USD 50,000
Over 100	USD 65,000

The Case Management Platform usage fee will be invoiced in accordance with the Billing, Payments, and Taxes Section of the Terms.

Any custom modification or enhancement requests from the Company regarding the Case Management Platform may be performed at an additional cost to the Company (as agreed by the Parties). Any such modifications or enhancements will be billed at APS's standard hourly rates.

Section 14. Data Protection

To the extent applicable, the Company and APS shall comply with the terms of the APS Data Protection Addendum (located at: https://www.alixpartners.com/data-protection-addendum/), which form part of the Agreement. The Data Protection Schedule of the Agreement shall apply to the Data Protection Addendum.

EXHIBIT C

Braley Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	Case No. 24-11217 (BLS)
Debtors.	)	(Jointly Administered)

DECLARATION OF CHARLES BRALEY IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE (I) RETENTION OF AP SERVICES, LLC, (II) DESIGNATION OF CHARLES BRALEY AS CHIEF RESTRUCTURING OFFICER EFFECTIVE AS OF THE PETITION DATE, AND (III) GRANTING RELATED RELIEF

I, Charles Braley, make this declaration (the "Declaration")[2] pursuant to 28 U.S.C. § 1746, and state:

1. I am a Partner and Managing Director of AlixPartners, LLP ("AlixPartners"), which has a place of business at 300 N. LaSalle Street, Suite 1800, Chicago, IL 60654.

2. I am duly authorized to execute this Declaration as an Authorized Representative of AP Services, LLC ("APS"), an affiliate of AlixPartners, and in support of the *Debtors' Application for Entry of an Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Charles Braley as Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief* (the "Application"). Except as otherwise noted, I have personal

[1] The last four digits of Debtor Vyaire Medical, Inc.'s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' claims and noticing agent at https://omniagentsolutions.com/Vyaire. The location of Debtor Vyaire Medical, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

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

knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.[3]

APS's Qualifications

3. APS, an affiliate of AlixPartners, LLP ("AlixPartners") is an internationally recognized restructuring and turnaround firm with substantial experience in providing interim management and financial advisory services and has an excellent reputation for its work in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

4. APS's professionals have provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases. Since its inception in 1981, APS, AlixPartners, their subsidiary affiliates, and their predecessor entities have provided restructuring or crisis management services in numerous large cases. *See, e.g.*, *In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Dec. 6, 2023); *In re Kidde-Fenwal, Inc.*, No. 23-10638 (LSS) (Bankr. D. Del. Jul. 10, 2023); *In re Aearo Techs. LLC*, No. 22-02890 (JJG) (Bankr. S.D. Ind. Oct. 13, 2022); *In re Enjoy Tech., Inc.*, No. 22-10580 (JKS) (Bankr. D. Del. Aug. 2, 2022); *In re Salem Harbor Power Development LP (f/k/a Footprint Power Salem Harbor LP)*, No. 22-10239 (MFW) (Bankr. D. Del. Apr. 19, 2022); *In re Nine Point Energy Holdings, Inc., LLC*, No. 21-10570 (MFW) (Bankr. D. Del. Apr. 20, 2021); *In re VIP Cinema Holdings Inc.*, No. 20-10345 (MFW) (Bankr. D. Del. Mar 23, 2020); *In re Southland Royalty Co., LLC*, No. 20-10158 (KBO) (Bankr. D. Del. Feb. 27, 2020); *In re Borden Dairy Co.*, No. 20-10010 (CSS) (Bankr. D. Del. Feb. 21, 2020); *In re Blackhawk Mining LLC*, No. 19-11595 (LSS) (Bankr. D. Del. Aug. 9, 2019); and *In re FTD Cos., Inc.*, No. 19-11240 (LSS) (Bankr. D. Del. July 2, 2019).

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[3] Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at APS and are based on information provided by them.

5. I am currently acting as the CRO for the Debtors. I have over 20 years of experience in the restructuring and turnaround management industry and have been working for APS since November 2009. The combination of my restructuring, operating, and transaction experience spans multiple countries and a variety of industries including healthcare and life sciences, oil and gas, business consulting services and information technology/telecommunications. My work has included developing comprehensive solutions in corporate restructurings and other financial reorganizations. I have advised senior executives, boards of directors of companies and creditors in numerous industries to devise and implement sound turnaround and restructuring strategies in chapter 11 cases and in other distressed situations including out-of-court restructuring matters. I have served in interim management roles and in an advisory capacity for numerous AlixPartners and APS clients, most recently as Senior Vice President of Restructuring at Basic Energy and Chief Financial Officer at NPC International Liquidating Trust. I have also personally been involved in many recent large and complex restructurings including, but not limited to, Mallinckrodt, BearingPoint and Dendreon Corporation. I received a Bachelor of Science in Accounting from the University of Wisconsin - Milwaukee. I will be responsible for the overall design of the APS services and direction of the engagement.

6. The individuals who will work on this matter (the "APS Personnel") have substantial expertise in the areas discussed above, and, if approved, will provide necessary services to the Debtors under an order approving the Application. The APS Personnel will work closely with the Debtors' management and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, APS is well-qualified to provide services to and represent the Debtors' interests in these Chapter 11 Cases.

Services to be Provided

7. APS Personnel and I will provide the ordinary course duties of a CRO and may work with the Debtors to do the following:

- Prepare budgets and 13-week cash forecasts and evaluate variances thereto, as required by the Debtors' lenders.
- Communicate with, and meet information needs of, the Debtors' various constituencies, including current lenders and potential DIP and/or exit lenders.
- Strengthen the Debtors' core competencies in the finance organization, particularly cash management, planning, general accounting, and financial reporting information management.
- Assist the Debtors with the financial reporting requirements, diligence, and review, attendant to a bankruptcy filing, including, but not limited to, court orders, reports and investigations, court-approved transactions, emergence, and fresh-start accounting.
- Develop the Debtors' revised business plan, and such other related forecasts as may be required by the Debtors' lenders in connection with negotiations or by the Debtors for other corporate purposes.
- Identify, implement, and monitor both short-term and long-term liquidity generating initiatives.
- Develop a short-term cash disbursement plan designed to minimize cash requirements while maintaining the efficiency of operations, sustaining vendor relationships, and minimizing the impact on the Debtors' customer base.
- Design, negotiate, and implement a restructuring strategy designed to maximize enterprise value, taking into account the unique interests of key constituencies.
- Develop short-term and long-term cash flow forecasting tools and related methodologies to support negotiations with the Debtors' stakeholders and fundraising initiatives.
- Prepare for bankruptcy and file bankruptcy petitions, coordinating and providing administrative support for the bankruptcy proceedings, the sale process, and development of the Debtors' plan of reorganization or other appropriate case resolutions, including, but not limited to, a winddown of certain of the Debtors' businesses including in a chapter 7 bankruptcy or a structured dismissal, each to the extent applicable.
- In connection with a bankruptcy, prepare (i) a disclosure statement and plan of reorganization, (ii) a liquidation analysis, (iii) statements of financial affairs and schedules of assets and liabilities, (iv) a potential preference analysis, (v) a claims analysis, (vi) monthly operating reports and other regular reporting required by the Court, (vii) diligence and other information necessary to facilitate the Company's sale

process, and (viii) analysis with respect to costs, expenses, and other information related to a winddown of the Debtors' businesses.

- Coordinate with the Debtors' professionals assigned to sourcing, negotiating, and implementing any financing, including debtor-in-possession and exit financing facilities, in conjunction with the sale process, plan of reorganization, and/or the overall restructuring.
- Manage the "working group" professionals who are assisting the Debtors in the reorganization process or who are working for the Debtors' various stakeholders to improve coordination of their effort and individual work product to be consistent with the Debtors' overall restructuring goals.
- Create and communicate materials for diligence purposes and manage the flow of information to potential acquirers in connection with a potential sale of the Debtors' assets.
- Conduct eDiscovery, document review, and forensic data services required in conjunction with any document requests or other discovery.
- Assist the Debtors with such other matters as may be requested by the Debtors and are mutually agreeable.

No Duplication of Services

8. APS understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The services provided by APS will complement, and not duplicate, the services to be rendered by any other professional retained in these Chapter 11 Cases.

Fee and Expense Structure

9. APS's decision to accept this engagement is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in Schedule 1 of the Engagement Letter (the "Fee and Expense Structure").

10. APS's current standard hourly rates, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Partner & Managing Director	$1,225 – $1,495
Partner	$1,200
Director	$960 – $1,125
Senior Vice President	$800 – $910
Vice President	$640 – $790
Consultant	$230 – $625

11. Effective as of July 1, 2024, APS's standard hourly rates will be as follows:

Title	Hourly Rate
Partner/ Partner & Managing Director	$1,200 – $1,495
Senior Vice President/ Director	$825 – $1,125
Vice President	$640 – $810
Consultant	$230 – $625

12. The current standard hourly rates of Mr. Braley and the APS Personnel presently working on this matter are as follows:

Interim Management

Professional	Function	Hourly Rate	Commitment Full or Part Time
Charles Braley	CRO	$1,380	Full Time

Additional Temporary Staff

Professional	Function	Hourly Rate	Commitment Full or Part Time
Chuanqi Chen	APS Personnel	$690	Full Time
David Simon	APS Personnel	$1,125	Part Time
Elizabeth Kardos	APS Personnel	$900	Part Time
Eric Koza	APS Personnel	$1,495	Part Time
Javier Zermeno	APS Personnel	$800	Full Time
Jennifer Bowes	APS Personnel	$535	Part Time
Joel Amico	APS Personnel	$1,100	Full Time
John Tutty	APS Personnel	$855	Full Time
Lauren Prohaska	APS Personnel	$525	Part Time
Loring Hill	APS Personnel	$960	Part Time
Mark Del Priore	APS Personnel	$1,100	Full Time
Richard Collura	APS Personnel	$1,320	Part Time
Richard Robbins	APS Personnel	$1,200	Full Time
Sari Rosenfeld	APS Personnel	$625	Part Time

Steve Mangal	APS Personnel	$960	Full Time

13. APS generally reviews and revises its billing rates semi-annually. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

14. To the extent the Debtors request services related to electronic discovery and data collection, certain monthly hosting fees and consulting fees will apply.

15. To the extent APS uses the services of independent contractors (the "Contractors") in these Chapter 11 Cases, APS shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that APS pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for APS; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

16. In addition to compensation for services rendered by APS Personnel, APS will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including, but not limited to, transportation costs, lodging, and meals.

17. APS will submit monthly invoices to the Debtors, and the Debtors request authority to pay, in the ordinary course of business, all reasonable amounts invoiced by APS for fees and expenses.

18. Upon approval of the requested relief, APS will not be employed as a professional under section 327 of the Bankruptcy Code, and it will not submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. APS will, however, file with the Court reports of compensation earned and expenses incurred on a monthly basis ("Compensation Reports"). APS may from time to time add or remove staff and, as a result, APS will also file staffing reports that will reflect the names of all full- and part-time APS Personnel involved in these Chapter 11 Cases

and each individual's hourly billing rate ("Staffing Reports" and, together with Compensation Reports, the "Staffing and Compensation Reports").

19. APS will provide its Staffing and Compensation Reports to: (i) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), (ii) counsel to the Debtors, and (iii) counsel to the Committee (the "Notice Parties"). The Notice Parties shall have fourteen days after the date each Compensation Report is served upon them to object, and the related compensation and expenses will be subject to Court review in the event an objection is filed.

20. APS often works for compensation that includes hourly-based fees and performance-based, contingent incentive compensation earned upon achieving meaningful results. Pursuant to the Engagement Letter, the Debtors and APS agree that APS may be compensated for its efforts by the payment of a completion fee (the "Completion Fee").

21. APS shall earn a Completion Fee of $1,000,000 upon the earliest to occur of any of the following: (i) completion of a restructuring through confirmation of a chapter 11 plan (which, for avoidance of doubt, shall not include a plan of liquidation), (ii) the consummation of any material recapitalization or debt restructuring of the Debtors, or (iii) consummation of one or more transactions, in any form, that effectively transfers a significant and material portion of the business as a going concern to another entity or entities, or that results in a change in structure of the board of directors. For the avoidance of doubt, the Completion Fee shall be earned upon a sale or sales of all or substantially all the assets of the Debtors pursuant to section 363 of the Bankruptcy Code ("Sale Transaction"); *provided*, *however*, that (i) if the sale or sales of some, all or substantially all assets of the Debtors does not result in an aggregate purchase price of in excess of the amount of "new money" debtor-in-possession financing actually funded, (ii) the Debtors' lenders elect to credit bid for such assets, or (iii) the Debtors confirm a chapter 11 plan of

liquidation but do not complete any sale transaction, APS shall earn a Completion Fee of $750,000; *provided further* that if the Debtors convert their Chapter 11 Cases to chapter 7 cases prior to APS's earning of the Completion Fee, APS shall not be entitled to a Completion Fee. The Completion Fee shall be due and payable immediately when the objective or objectives determined as described above have been achieved.

22. If at any time prior to 24 months after the cessation of services performed by APS, the objective(s) described above have been achieved, whether or not the Debtors have then engaged the services of another professional or the Engagement Letter has been terminated, concluded, or completed, APS will be entitled to payment in full of the Completion Fee.

23. APS understands and agrees that the Completion Fee is not being pre-approved and remains subject to Court approval, however, the Completion Fee was negotiated as part of the Fee and Expense Structure.

24. APS and affiliates received a retainer in the amount of $750,000 from the Debtors (the "Retainer"). According to APS's books and records, during the 90-day period prior to the Petition Date, the Debtors paid APS and affiliates $4,105,462.12 in aggregate for professional services performed and expenses incurred, including the Retainer.

25. APS requests that any balance of the Retainer will constitute an evergreen retainer as security for post-petition services and expenses. An evergreen retainer is appropriate in these Chapter 11 Cases. First, evergreen retainer agreements reflect normal business terms in the marketplace. *See In re Insilco Techs., Inc.*, 291 B.R. 628, 634 (Bankr. D. Del. 2003) ("[I]t is not disputed that the taking of evergreen retainers is a practice now common in the marketplace . . . [T]he practice in this district has been engaged in since at least the early 1990's . . . ."). Second, APS and the Debtors are sophisticated business entities that have

negotiated the Retainer at arm's length. As such, the Debtors respectfully request that approval of the proposed evergreen retainer is warranted.

26. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to, the Petition Date, APS may have incurred fees and reimbursable expenses related to the prepetition period which remain unpaid. Approval is sought from the Court for APS to apply the Retainer to these unpaid amounts. Upon entry of an order approving the relief requested in the Application, APS will apply the Retainer to the unpaid amounts, and the Debtors will not owe APS any sums for prepetition services.

APS's Disinterestedness

27. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, APS undertook a complex process, the details of which are set forth in **Schedule 2**, to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estates. Specifically, APS obtained from the Debtors and/or their representatives a potential parties-in-interest list in these Chapter 11 Cases (each party a "Party in Interest," and collectively the "Parties-in-Interest List"). The Parties in Interest List is attached hereto as **Schedule 1**. A search was performed for connections to each Party in Interest as to AlixPartners Holdings, LLP, AlixPartners' parent company ("Holdings"), and each of Holdings' U.S. and non-U.S. subsidiaries ("Holdings Enterprise", collectively, "AP"). Results for connections to the Parties in Interest are disclosed on **Schedule 2**.

28. Based on that review, APS represents that, to the best of its knowledge, APS knows of no fact or situation that would represent a conflict of interest, cause it not to be disinterested, or hold or represent an interest adverse to the Debtors' estates.

29. The Debtors are in discussions with certain parties (and may be in discussions with other parties in the future) regarding potential M&A transactions regarding the Debtors and their

businesses (the "M&A Counterparties"). Due to the inherently competitive nature of this process, it is imperative that the identities of these potential counterparties remain confidential. The Debtors have disclosed to the U.S. Trustee the identities of the potential counterparties and AP's connections to such potential counterparties, and AP believes such disclosure is sufficient and reasonable under the circumstances and at this time. However, should the Court request disclosure of the identities of the potential counterparties, the Debtors are prepared to file with the Court under seal a version of this Declaration that contains a schedule of the potential counterparties and AP's connections to such potential counterparties. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of AP's relationships to the M&A Counterparties constitute interests adverse to the Debtors' estates.

30. APS and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, APS appears in numerous cases, proceedings, and transactions involving many different law firms, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, APS has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, APS has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these Chapter 11 Cases in which it works with or in opposition to other professionals involved in these Chapter 11 Cases. Moreover, APS might have referred work to other professionals retained in these Chapter 11 Cases. Likewise, professionals retained in these Chapter 11 Cases might have referred work to APS. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtors' estates.

31. From time to time, APS has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these Chapter 11 Cases. As described herein, however, APS has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider, or other party in interest in such unrelated matters.

32. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the APS Personnel (a) have any connection with the United States Trustee for the District of Delaware (the "U.S. Trustee"), or any employee in the Office of the U.S. Trustee; or (b) are related or connected to any United States Bankruptcy Judge for the District of Delaware, except as otherwise set forth **Schedule 2**.

33. To the best of my knowledge, neither the APS Personnel nor AP is a direct holder of any of the Debtors' securities. It is possible that certain of APS's employees, managing directors, board members, equityholders, or an affiliate of any of the foregoing, may own interests in the Debtors, mutual funds, or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of indirect interests have no control over investment decisions related to such investment funds or financial instruments. Per the procedures set forth in **Schedule 1**, APS makes certain inquiries regarding direct interests and, to the extent required, will file a supplemental declaration reflecting additional details. APS's policy prohibits its employees from personally trading in the Debtors' securities.

34. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, APS has not been retained to assist any entity or person other

than the Debtors on matters relating to, or in direct connection with, these Chapter 11 Cases. APS will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

35. Certain of APS's employees, managing directors, board members, equityholders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

36. Despite the efforts described above to identify and disclose the connections that AP and its affiliates have with parties in interest in these Chapter 11 Cases, because the Debtors form a large enterprise with numerous creditors and other relationships, APS is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

37. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor APS has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these Chapter 11 Cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by the Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code.

38. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, APS, nor any of the APS Personnel holds or represents any interest adverse to the Debtors or their estates, and APS is a "disinterested person" as that term is defined in section

101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that APS and the APS Personnel:

(a) are not creditors, equity security holders, or insiders of the Debtors;

(b) were not, within two years before the Petition Date, a director, officer, or employee of the Debtors; and

(c) do not have an interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

39. If APS discovers additional information that requires disclosure, APS will promptly file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014. APS reserves the right to supplement this Declaration in the event that APS discovers any facts bearing on matters described in this Declaration regarding APS's employment by the Debtors.

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

Dated: July 9, 2024

AP Services, LLC

By: */s/ Charles Braley*
Name: Charles Braley
Title: Authorized Representative

Schedule 1

Potential Parties in Interest

SCHEDULE 1

List of Schedules

Schedule	Category
1(a)	Debtors and their Non-Debtor Affiliates
1(b)	Current and Recent Former Directors and Officers
1(c)	Shareholders
1(d)	Bankruptcy Professionals
1(e)	Cash Management Banks
1(f)	Insurers
1(g)	Landlords
1(h)	Lender Counsel and Advisors
1(i)	Lenders and Agents
1(j)	Litigation Parties and Counsel
1(k)	Material Contract Counterparties
1(l)	Ordinary Course Professionals
1(m)	Potential M&A Counterparties [CONFIDENTIAL]
1(n)	Taxing Authorities
1(o)	Committee Professionals
1(p)	Committee Members
1(q)	U.S. Trustee Personnel, Bankruptcy Judges, & Court Contacts for the United States Bankruptcy Court for the District of Delaware (and key staff members)
1(r)	Utility Providers

SCHEDULE 1(a)

Debtors and their Non-Debtor Affiliates

Acutronic Medical Systems AG
Advanced Respiratory Care AG
Apax VIII Fund
Ariel EquityCo GP LLC
Ariel EquityCo LP
Bird Products Corp.
Breathe US Holdco Inc.
Breathe US Holdings LP
Carefusion UK 232 Ltd.
Carefusion UK 235 Ltd.
EME Medical Inc.
imtmedical AG
imtmedical Pte. Ltd.
Intermed Equipamento Medico Hospitalar Ltda.
MIM Medizinische Instrumente und Monitoring Gmbh
RBW Investment Gmbh & Co. Kg
Revolutionary Medical Devices Inc.
SensorMedics Corp.
Serviços De Assistencia Tecnica A Equipamento Medico Hospitalar Ltda.
Trout, Mary
Viasys Holdings Inc.
VM Finance Sub LLC
Vyaire BV
Vyaire Co.
Vyaire DMCC
Vyaire Finance BV
Vyaire Finance Sub, LLC (US)
Vyaire Financial Holdings LLC
Vyaire GmbH
Vyaire Holding Co.
Vyaire Intermediate HoldCo GP LLC
Vyaire Intermediate HoldCo LP
Vyaire Limited Liability Company (Russia)
Vyaire Medical 202 Inc.
Vyaire Medical 203 Inc.
Vyaire Medical 205 Inc.
Vyaire Medical 206 Inc.
Vyaire Medical 211 Inc.
Vyaire Medical AB
Vyaire Medical BR LLC
Vyaire Medical BV
Vyaire Medical Capital LLC
Vyaire Medical Consumables LLC
Vyaire Medical Cooperatief UA
Vyaire Medical Denmark
Vyaire Medical GmbH
Vyaire Medical Holdings BV
Vyaire Medical, Inc.
Vyaire Medical International BV
Vyaire Medical International LLC
Vyaire Medical Korea Ltd.
Vyaire Medical LLC
Vyaire Medical Payroll LLC
Vyaire Medical Private Ltd.
Vyaire Medical Products (Shanghai) Co., Ltd. (Beijing Branch)
Vyaire Medical Products (Shanghai) Co., (China)
Vyaire Medical Products Ltd.
Vyaire Medical Products Ltd. (Spolka Z Ograniczonaodpowiedzialniscia)
Vyaire Medical Products ULC
Vyaire Medical Pte. Ltd.
Vyaire Medical Pty Ltd.
Vyaire Medical Sarl
Vyaire Medical Sdn. Bhd.
Vyaire Medical Srl
Vyaire Receivables LLC
Vyaire Respiratory Diagnostics LLC
Vyaire SRL
Vyaire TSR Midco LLC
Vyaire TSR Sub, LLC
Vyaire Turkey Tibbi Cihazlar Ticaret Anonim Şirketi
Vyaire UK 236 Ltd.

SCHEDULE 1(b)

Current and Recent Former Directors & Officers

Aebischer, Thomas
Alisjahbana, Anna Mardiana
Aronzon, Paul
Bajaj, Vikram
Barse, David
Bibb, John
Brown, Kira
Carpaij, Jasper
Contreras, Kim
Dewa, Siti Junainah Binti
Dyson, Steven
Elwood, John
Ernst, Tom
Ferreira, Marcelo Tadeu Fontinha
Gopal, Ajay
Ha, Phung Minh
Johnson, June
Kothmann, Cally
Labrum, Ronald
Lisenby, Rachel
McDaniel, Terrie
MacKenzie, Roy
Minh Ha, Phung
Noll, Tammy
Silberstein, Martin Fritz
Talwar, Saurabh
Tamas, Stephan
Throp, Nicholas William
Trout, Mary
Tue, Chris
van Kampen, Gijsbert
Wise, Bret

SCHEDULE 1(c)

Shareholders

Apax Global Alpha Ltd.
Apax Partners LLP
Apax VIII Fund

SCHEDULE 1(d)

Bankruptcy Professionals

AlixPartners LLP
Cole Schotz PC
Omni Agent Solutions Inc.
PJT Partners Inc.

SCHEDULE 1(e)

Cash Management Banks

Bank Commerciale Italiana Parma
Bank of America
Barclays UK Investments Ltd.
Deutsche Bank AG
Handlesbanken plc
Hypo Vereinsbank
JPMorgan Chase Bank NA
UBS AG
Wilmington Trust Corp.

SCHEDULE 1(f)

Insurers

American International Group Inc.
AXIS Insurance Co.
Berkshire Hathaway Specialty Insurance Co.
Chubb Ltd.
The Hartford Financial Services Group Inc.
Hartford Fire Insurance Co.
Marsh USA, Inc.
Midvale Indemnity Co. (Bowhead)
Old Republic Professional Liability Inc.

SCHEDULE 1(g)

Landlords

Aviemore Chineham Park No. 1 Ltd.
Aviemore Chineham Park No. 2 Ltd.
Chineham Park
Dell Realty Co.
Exeter 6201 Global Distribution LLC
The Irvine Co., LLC
Kilmainham Vyaire LLC
TICIC SUB LLC
Yurbal Real Estate BV

SCHEDULE 1(h)

Lender Counsel and Advisors

ArentFox Schiff LLP
Ashby & Geddes PA
Gibson Dunn & Crutcher LLP
Haynes & Boone LLP
Houlihan Lokey Inc.
Morris James LLP
Pachulski Stang Ziehl & Jones LLP
Paul Weiss Rifkind Wharton & Garrison LLP
Rothschild & Co.
Seward & Kissel LLP

SCHEDULE 1(i)

Lenders and Agents

ACM ASOF VII Cayman Holdco LP
ACM ASOF VIII Secondary C LP
AlbaCore Capital LLP
AlbaCore Investment Opportunities LP
AlbaCore Liquid Income Designated Activity Co.
AlbaCore Partners II Investment Holdings D Designated Activity Co.
AlbaCore Partners III Investment Holdings Fin III Designated Activity Co.
Alcentra Ltd.
Alcentra NY LLC
Apax Global Alpha Limited
Apax Partners LLP
Ares Management LLC
ASG Merkel I SARL
Atalaya Capital Management LP
Balta Investments Designated Activity Co.
Bank of America Corp.
Bardin Hill Investment Partners
BDCA SLF Funding LLC
Benefit Street Partners Capital Opportunity Fund II SPV 1 LP
Benefit Street Partners Capital Opportunity Fund SPV LLC
Benefit Street Partners CLO II Ltd.
Benefit Street Partners CLO III Ltd.
Benefit Street Partners CLO IV Ltd.
Benefit Street Partners CLO IX Ltd.
Benefit Street Partners CLO V B Ltd.
Benefit Street Partners CLO VI B Ltd.
Benefit Street Partners CLO VIII Ltd.
Benefit Street Partners CLO X Ltd.
Benefit Street Partners CLO XI Ltd.
Benefit Street Partners CLO XII Ltd.
Benefit Street Partners CLO XIV Ltd.
Benefit Street Partners CLO XIX Ltd.
Benefit Street Partners CLO XV Ltd.
Benefit Street Partners CLO XVI Ltd.
Benefit Street Partners CLO XVII Ltd.
Benefit Street Partners CLO XXIII Ltd.
Benefit Street Partners Debt Fund IV Master Non US LP
Benefit Street Partners Debt Fund IV Non US SPV LP
Benefit Street Partners Debt Fund IV Master
Benefit Street Partners Debt Fund IV SPV LP
Benefit Street Partners LLC
Benefit Street Partners Senior Secured Opportunities Fund LP
Benefit Street Partners Senior Secured Opportunities U Master Fund Non US LP
Benefit Street Partners SMA C LP
Benefit Street Partners SMA C SPV LP
Benefit Street Partners SMA K SPV LP
BlackRock EMMPD II Investment SARL
Blackrock Financial Management Inc.
BlackRock Global LLC
Blackrock Investment Management
Blackstone Inc.
BNP Paribas
BSP Senior Secured Debt Fund Non US SPV 1 LP
BSP Senior Secured Debt Fund SPV 1 LP
BSP SMA T 2020 SPV LP
California Street CLO IX LP
Canada Life Assurance Co., The
Commonwealth Land Title Insurance Co.
Cutwater 2014 I Ltd.
Cutwater 2015 I Ltd.
Diamond CLO 2018 1 Ltd.
Diamond TargetCo 1 LLC
Diversified Loan Fund Private Debt B SARL
Ellington CLO I Ltd.
Ellington CLO II Ltd.
Ellington CLO III Ltd.
Ellington CLO IV Ltd.
Ellington Management Group LLC
EMMPD ASG Sarl
EMMPD Investment Sarl

Employees & Agents Pension Plan GWL & A Financial Inc.
Empower Capital Management
Empower Funds Inc.
Empower Short Duration Bond Fund
Fidelity National Title Insurance Co.
First Eagle Alternative Credit LLC
Goldman Sachs Trust II Goldman Sachs Multi Manager Non Core Fixed Income Fund
Great-West Capital Management LLC
GSO Capital Partners LP
GSO Diamond Portfolio Fund LP
Halcyon Asset Management LLC
Halcyon Loan Advisors Funding 2015 1 Ltd.
Halcyon Loan Advisors Funding 2015 2 Ltd.
Halcyon Loan Advisors Funding 2015 3 Ltd.
ING Capital LLC
JPMorgan Chase Bank NA
Landmark Wall SMA SPV LP
Menard Inc.
Mezzvet Luxembourg III SARL
Mizuho Bank Ltd. New York
Morgan Stanley Bank NA
MV Credit Partners LLP
MV LUX IV SARL
MV Private Debt CE Sarl
MV Private Debt GC Sarl
MV Private Debt OP1 Sarl
Natixis New York Branch
Newport Global Advisors
Newport Global Credit Fund Master LP
Nuveen Alternative Investment Funds SICAV SIF
Nuveen Asset Management LLC
Nuveen Floating Rate Income Fund
Nuveen Floating Rate Income Fund A Series of Nuveen Investment Trust III
Nuveen Senior Loan Fund LP
Nuveen US Senior Loan Fund
Pensiondanmark Pensionsforsikringsaktieselskab by Symphony Asset Management LLC
Pontus Holdings Ltd.
Principal Diversified Real Asset Cit Fka Diversified Real Asset Cit
Principal Funds Inc Diversified Real Asset Fund
Providence Debt Fund III Non US Spv LP Providence Debt Fund III Master
Providence Debt Fund III Spv LP Providence Debt Fund III LP
Providence Equity Partners Inc.
Providence Equity Partners LLC
Quadrant Capital Advisors
Royal Bank of Canada New York Branch
Separate Investment Account P3 Diversified Bond I Account of Massachusetts Mutual Life Insurance Co.
Separate Investment Account P5 Diversified Bond II Account of Massachusetts Mutual Life Insurance Co.
Shackleton 2014 V R Clo Ltd.
Shackleton 2019 XIV Clo Ltd.
Shackleton 2021 XVI Clo Ltd.
Symphony Asset Management LLC
Symphony Clo XIX Ltd.
Symphony Clo XV Ltd.
Symphony Clo XVI Ltd.
Symphony Clo XVIILtd.
Symphony Clo XVIII Ltd.
Symphony Clo XX Ltd.
Symphony Floating Rate Senior Loan Fund
TCI Symphony Clo 2016 1 Ltd.
TCI Symphony Clo 2017 1 Ltd.
TIAA CREF Investment Services
TIAA Global Public Investments LLC Series Loan Teachers Insurance & Annuity
UBS AG Stamford Branch

SCHEDULE 1(j)

Litigation Parties and Counsel

Abed, Jonathon
Baumgartner, Kara
Boshears, Gordon
Bryant, Terry
CMM Supplies & Services S.A.L.
Esbee Dynamed Pvt. Ltd.
Estate of Audrea Hardwicks-Williams
Estate of Rylee Jones
Greer, Erich
Kavanaugh, Mike
Middleton, Kyashia
Pernambuco, State of (Brazil)
Piaui, State of (Brazil)
Ransom, Connita
Restech SRL
Ringted Investment SL
Secretaria da Saúde de Bahia
Secretaria de Saude de Fortaleza
Sleep Management LLC
SpaceInsp
United States, Government of the, Department of Defense, Office of the Inspector General
Vidal, John
Warrington, Amy
Westchester Surplus Lines Insurance Co.
Williams, Juan

SCHEDULE 1(k)

Material Contract Counterparties

A Plus International Inc.
ABM Industry Group LLC
Accent Plastics Inc.
Actalent Inc.
Advanced Motion Controls AB
Advanced Printing Co.
Aerotek Inc.
Agiliti Health Inc.
Alabran, Michael W.
Alexander Group, The
Amazon Web Services Inc.
Ambrit Engineering Corp.
American Crating Cd
Analytical Industries Inc.
Area LLC
Aryaka Networks Inc.
Ascension Health Resource & Supply Management Group LLC
Ascension Providence Hospital
Assured Partners Capital Inc.
AssuredPartners Inc.
Aston Carter Inc.
Atlantic Health System Inc.
Augusta Hitech Soft Solutions LLC
Avnet Inc.
BCP Systems Inc.
Best Source Electronics Corp.
Bruel & Kjaer North America Inc.
Cardinal Health 200 LLC
Cardinal Health Inc.
CareFusion Corp. - Mexicali
Cass Information Systems Inc.
Ceva International Inc.
Ceva Logistics AG
Chicago Office Technology Group Inc.
Children's Healthcare Atlanta
Cigna Behavioral Health
Cigna Group, The
Clayton Controls Inc.
Cleo Communications US LLC
Cognizant Technology Solutions US Corp.
Concept Dynamics Ltd.
Connexio Health LLC
CVS Caremark
Da/Pro Rubber Inc.
Data Modul Inc.
David M. Lewis Co. LLC, The
Deel Inc.
Dell Marketing LP
Dell Realty Co.
Educe Group Inc., The
Enlabel Global Services Inc.
Erasmus University Medical Center
Eurofins Electrical & Electronic UK
Fidelity Insurance Co.
Flexim US Corp.
Forte DGTL LLC
GE Healthcare Technologies Inc.
GE Precision Healthcare LLC
Genmed Group Ltd.
Gispath Inc.
Global Regulatory Writing & Consulting
Gravity Talent Solutions LLC
Greatbatch Medical SAS
Hack Formenbau Gmbh
HCA Management Services LP
HealthEquity Inc.
HealthTrust Purchasing Group LP
House of Batteries Ltd.
IMI Co. Ltd.
Indiana University Health Inc.
Integrated Medical Systems Inc.
Inventus Power Inc.
Ipan Intellectual Property Associates
ITD Corp.
Jabil Circuit (Shanghai) Ltd.
Kaiser Permanente Inc.
Kuehne & Nagel Inc.
Lyn Medical Inc.
MarLee Manufacturing Inc.
Marsh USA Inc.
Masanet, Sebastian
Maxtec LLC
McKesson Corp.

McKesson Medical-Surgical Inc.
Medline Industries Inc.
Mer Mar Inc.
MetLife Inc.
Microsoft Corp.
Mitsubishi HC Capital Inc.
Monday.com Ltd.
Moog Components Group Inc.
Newark Corp.
Nonin Medical Inc.
Northwell Health Alliance Inc.
Northwell Health Inc.
Northwell Health Regional Alliance
Nypro Healthcare Baja Inc.
NZ Techno Handels Gesellschaft mbh
Opg-3 Inc.
Orange Coast Pneumatics Inc.
Owens & Minor Distribution Inc.
Oxford Global Resources LLC
Parker-Hannifin Corp. - Porter Division
Partssource Inc.
Perma Pure LLC
Phillips Medical Systems North America Inc. - Andover, MA
Phillips-Medisize Costa Mesa LLC
Pinnacle Precision Sheet Metal Corp.
Portescap India Pvt. Ltd.
Premier Healthcare Alliance LP
Presidio Holdings Inc.
PRN Health Services LLC
PRN Staffing Solutions
Quality Medical Group Inc.
Real Staffing Group
Respiratory Care Africa Pty. Ltd.
Restructuring Partners & Associates LLC
Salesforce.com Inc.
Servicemax Inc.
Servicios de Ingenieria en Medicina SA de CV
Siemens Industry Software Inc.
Spark DSG LLC
Spin Recruitment Inc.
Standard Insurance Co., The
Star Exhibits & Environments Inc.
Stran & Co. Inc.
SunMed Group Holdings LLC
Syntel Inc.
Teledyne Analytical Instruments Inc.
Telsonic UK Ltd.
Thomas Jefferson University Hospitals
Totex Manufacturing Inc.
TPI Custom Solutions
Trillamed LLC
Trudell Healthcare Solutions
University Health Network
US Med-Equip Inc.
Venture Respiratory Inc.
Veritiv Operating Co.
Vertex Inc.
Vincent Medical Holdings Ltd.
Vision Service Plan (VSP)
Vizient Inc.
Vizient Supply LLC
WageWorks Inc.
Wavicle Data Solutions LLC
West Group Ltd., The
Wolseley Industrial Group
Workday Inc.
Xerox Financial Services LLC
Yusen Logistics Americas Inc.
Zensar Technologies Inc.

SCHEDULE 1(l)

Ordinary Course Professionals

Baker & Mckenzie LLP
Covington & Burling LLP
Ernst & Young US LLP
Fox Rothschild LLP
Fragomen Del Rey Bernsen & Loewy LLP
Gordon Rees Scully Mansukhani LLP
Hogan Lovells US LLP
Hyman Phelps & Mcnamara PC
Irwin Fritchie Urquhart & Moore LLC
Linklaters LLP
Littler Mendelson PC
Morgan Lewis & Bockius LLP
Polsinelli PC
Porzio Bromberg & Newman PC
Winston & Strawn LLP

SCHEDULE 1(m)

Potential M&A Counterparties

[Confidential]

SCHEDULE 1(n)

Taxing Authorities

Acadia, Parish of (LA)
Alabama, State of, Department of Revenue
Alabama, State of, Sales Tax Auditing & Collection Services
Alabaster, City of (AL)
Alaska, State of, Department of Revenue
Arizona, State of, Department of Revenue
Arkansas, State of
Arkansas, State of, Department of Finance & Administration
Arvada, City of (CO)
Ascension, Parish of (LA), Sales & Use Tax Authority
Aurora, City of (CO), Revenue Division
Autauga, County of (AL)
Avoyelles Parish School Board (LA)
Baldwin, County of (AL)
Baton Rouge, City of (LA)
Birmingham, City of (AL)
Boulder, City of (CO)
Bremerton, City of (WA)
Caddo-Shreveport, Parish of (LA), Sales & Use Tax Commission
Calcasieu, Parish of (LA)
California, State of, Department of Tax & Fee Administration
Chilton, County of (AL)
Clanton, City of (AL)
Colbert, County of (AL)
Colorado Springs, City of (CO)
Colorado, State of, Department of Revenue
Commerce, City of (CO), Tax Division
Connecticut, State of, Department of Revenue Services
Craig, City of (CO)
Cullman, County of (AL)
Dale, County of (AL)
Daphne, City of (AL)
DeKalb, County of (AL), Revenue Department
Delaware, State of, Division of Revenue
Denver, City of (CO), Department of Finance
Dothan, City of (AL)
Durango, City of (CO)
East Baton Rouge, Parish of (LA)
Englewood, City of (CO)
Evangeline, Parish of (LA), Sales/Use Tax Commission
Everett, City of (WA)
Florence, City of (AL)
Florida, State of, Department of Revenue
Foley, City of (AL), Revenue Department
Fort Collins, City of (CO)
Franklin, County of (AL)
Georgia, State of, Department of Revenue
Golden, City of (CO)
Grand Junction, City of (CO)
Greeley, City of (CO)
Greenwood Village, City of (CO)
Gunnison, City of (CO)
Hamilton, City of (AL)
Hawaii, State of, Department of Taxation
Henry, County of (AL)
Huntsville, City of (AL)
Iberia, Parish of (LA), School Board Sales & Use Tax Department
Idaho, State of, Tax Commission
Illinois, State of, Department of Revenue
Indiana, State of, Department of Revenue
Iowa, State of, Department of Revenue
Jackson, City of (AL)
Jefferson, County of (AL), Department of Revenue
Kansas, State of, Department of Revenue
Kentucky, Commonwealth of, Department of Revenue
Kentucky, Commonwealth of, Revenue Cabinet
Lafayette Parish School System (LA)
Lafourche Parish School Board (LA)
Lakewood, City of (CO)
Lamar, City of (CO)

Lauderdale, County of (AL)
Lincoln, Parish of (LA)
Littleton, City of (CO)
Lone Tree, City of (CO)
Longmont, City of (CO)
Longview, City of (WA)
Louisiana, State of, Bureau of Revenue & Taxation
Louisiana, State of, Department of Revenue
Madison, County of (AL)
Maine, State of, Department of Revenue
Maine, State of, Revenue Services
Maryland, State of, Comptroller
Maryland, State of, Revenue Administration
Massachusetts, Commonwealth of, Department of Revenue
Michigan, State of, Department of Treasury
Minnesota, State of, Department of Revenue
Mississippi, State of, Department of Revenue
Missouri, State of, Department of Revenue
Mobile, City of (AL)
Mobile, County of (AL)
Monroe, City of (LA)
Montana, State of, Department of Revenue
Montgomery, City of (AL)
Montgomery, County of (AL), Commission Tax & Audit Department
Nebraska, State of, Department of Revenue
Nevada, State of, Department of Taxation
New Hampshire, State of, Department of Revenue Administration
New Jersey, State of, Division of Taxation
New Mexico, State of, Taxation & Revenue Department
New Orleans, City of (LA)
New York, State of, Department of Taxation & Finance
North Carolina, State of, Department of Revenue
North Carolina, State of, Eproc
North Dakota, State of, Office of State Tax Commissioner
Ohio, State of, Bureau of Workers' Compensation
Ohio, State of, Department of Taxation
Oklahoma, State of, Tax Commission
Oregon, State of, Department of Revenue
Ouachita, Parish of (LA)
Parker, City of (CO)
Pennsylvania, Commonwealth of, Department of Revenue
Pike, County of (AL)
Plaquemines, Parish of (LA)
Pueblo, City of (CO)
Rapides, Parish of (LA)
Rhode Island, State of, Division of Taxation
Scottsboro, City of (AL)
Seattle, City of (WA)
Sheffield, City of (AL)
Shelby, County of (AL), Business Revenue Office
South Carolina, State of, Department of Revenue
South Dakota, State of, Department of Revenue
St. Charles, Parish of (LA)
St. John the Baptist, Parish of (LA)
St. Landry, Parish of (LA)
St. Mary, Parish of (LA)
St. Tammany, Parish of (LA)
Steamboat Springs, City of (CO)
Tennessee, State of, Department of Revenue
Texas, State of, Comptroller of Public Accounts
Thornton, City of (CO)
United States, Government of the, Customs and Border Protection, FPF Office
United States, Government of the, Department of the Treasury
United States, Government of the, Department of the Treasury, Internal Revenue Service
United States, Government of the, Food & Drug Administration
Utah, State of, Tax Commission
Vermont, State of, Department of Taxes
Vernon, Parish of (LA)
Virginia, Commonwealth of, Tax Office of Customer Services
Washington, D.C.

Washington, State of, Department of
Revenue
Washington, Village of (LA)
Webster, Parish of (LA)
West Virginia, State of, Tax Department
West Virginia, State of, Tax Division
Wisconsin, State of, Department of Revenue
Wyoming, State of, Department of Revenue

SCHEDULE 1(o)

Committee Professionals

McDermott Will & Emery LLP

SCHEDULE 1(p)

Committee Members

Cognizant Worldwide Ltd.
Data Modul, Inc.
David M. Lewis Company
Presidio Inc.
SunMed Group Holdings LLC
Vizient, Inc.
Zensar Technologies, Inc.

SCHEDULE 1(q)

U.S. Trustee Personnel, Bankruptcy Judges, & Court Contacts for the United States Bankruptcy Court for the District of Delaware (and key staff members)

Attix, Lauren
Barksdale, Nickita
Bates, Malcolm M.
Batts, Cacia
Bello, Rachel
Brady, Claire
Bu, Fang
Capp, Laurie
Casey, Linda
Cavello, Robert
Chan, Ashley M.
Cudia, Joseph
Dice, Holly
Dorsey, John T.
Dortch, Shakima L.
Farrell, Catherine
Fox, Timothy J., Jr.
Gadson, Danielle
Giodano, Diane
Girello, Michael
Goldblatt, Craig T.
Green, Christine
Hackman, Benjamin
Haney, Laura
Horan, Thomas M.
Hrycak, Amanda
Johnson, Lora
Jones, Nyanquoi
Leamy, Jane
Lipshie, Jonathan
Lopez, Marquietta
Lugano, Al
McCollum, Hannah M.
McMahon, Joseph
Nyaku, Jonathan
O'Malley, James R.
Owens, Karen B.
Richenderfer, Linda
Schepacarter, Richard
Serrano, Edith A.
Shannon, Brendan L.
Sierra-Fox, Rosa
Silverstein, Lauire Selber
Stickles, J. Kate
Subda, Paula
Vara, Andrew
Walker, Jill
Walrath, Mary F.
Wynn, Dion
Yeager, Demitra

SCHEDULE 1(r)

Utility Providers

AT&T Corp.
AT&T Global Network Services
AT&T Illinois
AT&T Mobility II LLC
Chemtrec
Clean Harbors Inc.
Commonwealth Edison Co.
Culligan Water
Desert Water Agency
Flexim US Corp.
Frontier Communications Corp.
Granite Telecommunications LLC
Louisville Gas & Electric Co.
Nalco Company LLC d/b/a Nalco Water Pretreatment
Palm Desert Disposal Service, Inc.
Palm Springs Disposal Service Inc.
ProMach Inc.
RingCentral Inc.
Safety-Kleen Inc.
Southern California Edison Co.
Southern California Gas Co.
State Water Resources Control Board – Water Boards
T-Mobile USA Inc.
Zayo Group LLC

Schedule 2

AP Services, LLC's Disinterestedness

- In connection with the proposed employment and retention of AlixPartners, LLP ("AlixPartners") by the Debtors in these Chapter 11 Cases, AlixPartners undertook a complex process, the details of which are set forth below, to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estates.

  AlixPartners Holdings, LLP, AlixPartners' parent company ("Holdings"), directly or indirectly owns Holdings' U.S. and non-U.S. subsidiaries (collectively, the "Holdings Enterprise"). The equity capital of Holdings is owned by the following investors:

  (i) Lakeview Capital Holdings, Inc., the Jay Alix Living Trust and other trusts established by Jay Alix (collectively the "Lakeview Parties");
  (ii) Caisse de dépôt et placement du Québec ("CDPQ");
  (iii) Investcorp Holdings B.S.C. ("IVC");
  (iv) Public Sector Pension Investment Board ("PSP"); and
  (v) Current Partners and Managing Directors and certain former Managing Directors of AP (as defined below) and their individual and family trusts, as well as certain other individuals, including current members of the Boards (as hereinafter defined) and employees of the Lakeview Parties, and their individual and family trusts.

  (Collectively, (i) – (v) above are hereinafter referred to as the "Investors", and the subset (ii) – (iv) above are hereinafter referred to as the "Institutional Investors").

  Holdings and AlixPartners, each have a board of directors (together, the "Boards"). No individual or entity controls either of the Boards. Designees of each of the Investors (i) – (iv) above serve as members of the Boards. The Holdings Enterprise does not invest in distressed assets of any class, nor does it have any investment affiliates.

  CDPQ is one of Canada's largest institutional investment managers. It manages investments on behalf of most of Quebec Canada's public and parapublic pension and insurance funds. CDPQ invests globally in numerous industries.

  IVC is a leading global provider and manager of alternative investment products.

  PSP is one of Canada's largest pension investment managers. It invests funds for the pension plans of the Public Service, the Canadian Armed Forces, the Royal Canadian Mounted Police and the Reserve Force. PSP manages a diversified global portfolio in numerous industries throughout the world.

  The Lakeview Parties and related entities are entities owned or controlled by Jay Alix that, among other things, make investments on behalf of Mr. Alix and his family.

  In addition to their investments in Holdings, the Institutional Investors have substantial investments unrelated to AlixPartners.

The Boards are not involved in the delivery of client services and their members do not have access to client files, except for a minority of members of the Boards that are AlixPartners employees. As a precautionary matter, AlixPartners maintains information barriers and guidelines designed to prevent certain confidential client information, including the names of clients likely to be involved in a not-yet-filed case under the Bankruptcy Code, from being shared with the Investors or their designees on the Boards.

To that end, no material nonpublic information about the Debtors (including, before the filing of these Chapter 11 Cases, the fact that AlixPartners was about to undertake an assignment involving the Debtors) has been or will be furnished by AlixPartners to the Investors or their Board designees, and AlixPartners will continue to abide by its confidentiality obligations to the Debtors. Each Investor is independent of each other Investor and is governed by its own board of directors or similar body and managed by its own management team. AlixPartners operates independently and does not share employees, officers or other management with any of the Investors. AlixPartners and each of the Investors have separate offices in separate buildings, use separate internet email addresses, and do not otherwise share IT systems.

AlixPartners formed and currently holds a majority and controlling ownership interest in GSS UK Holdings Limited ("GSS"). GSS and its subsidiaries developed a regulatory technology platform to provide global, centralized sanctions screening services to financial institutions. Various Investors, including certain AlixPartners Partners and Managing Directors and Board members, hold minority ownership interests in GSS. AlixPartners currently has a majority of the seats on the board of directors of GSS. GSS does not share office space or IT systems with AlixPartners, but does share certain employees and services such as finance systems. The names of GSS's investors and customers (but not its vendors and employees) are loaded into the database where AlixPartners' connections are stored and are disclosed as part of the disclosure process described herein.

AlixPartners has one database where connections are stored for all entities in the Holdings Enterprise. The process for the preparation of disclosures is as follows: upon receipt of a potential parties in interest list from the Debtors and/or their representatives (the "Parties in Interest List"), all such parties are input to the database by team members familiar with the database. A report of the "hits" is generated, and the team members review those "hits" for connections. Where there is a connection, a disclosure is drafted. After the team completes draft disclosures, the disclosures are reviewed by an in-house bankruptcy attorney. The attorney coordinates with the team to finalize the disclosures, which are then reviewed by the engagement's Partner and Managing Director. These initial disclosures (the "Initial Disclosures") are thereafter filed with the Bankruptcy Court as part of the retention pleadings.

Promptly thereafter, a bankruptcy paralegal in the firm uses the Initial Disclosures and the Parties in Interest List to draft a firmwide email for each bankruptcy filing, including the Debtors' cases. This email is sent to every firm employee as well as the members of the Boards and the Lakeview Parties. The firmwide email requests each recipient to review the attached file that includes the parties in interest and corresponding disclosures, and asks that every recipient: (a) contact the legal department in the event that they have a connection or relationship with an interested party that is not included in our disclosures; (b) if they have a connection or relationship with an interested party that is included in our disclosures, confirm that it is accurately described; and (c) contact the legal department if they own securities of the Debtors. Members of the legal team review all email responses and draft any supplemental disclosures appropriate to reflect information received in response to the firmwide email. After the review process described in the immediately preceding paragraph, supplemental disclosures are thereafter filed with the Bankruptcy Court.

After the Initial Disclosures are filed with the Bankruptcy Court, AlixPartners also provides the names of the Debtors, their owners/investors, lenders and, on a case-by-case basis, other named entities (collectively, the "Investor Search Parties"), to the Institutional Investors, and requests that each Institutional Investor run a check of the Investor Search Parties across all investment portfolios including, upon reasonable investigation, (i) private and public funds, (ii) loan positions, and (iii) known positions across CLO holdings (all of the foregoing subject to the exceptions listed below, the "Investor Connections Check"). The exceptions to the Investor Connections Check are (i) investments over which the Institutional Investors do not possess actual investment authority and discretion ("direct control"), (ii) index replication position, (iii) investments owned in separate accounts managed by independent parties not affiliated with the Institutional Investors, and (iv) pooled investment vehicles in which the Institutional Investors do not exercise actual control or in which the Institutional Investors do not have visibility sufficient to ascertain such vehicle's investments. Members of the legal team review all responses received from the Institutional Investors and draft disclosures appropriate to reflect information received from the Institutional Investors that, following review, are filed with the Bankruptcy Court.

Upon receipt of the responses from the Institutional Investors to the Investor Connections Check, AlixPartners will file any supplemental disclosures which may be required.

To the extent AlixPartners learns of connections that are not included herein, AlixPartners will promptly file a supplemental disclosure.

Further, AlixPartners may have had, currently have or may in the future have business relationships with, among other entities, portfolio companies of the Institutional Investors and portfolio companies of private equity funds in which they are limited partners, in matters unrelated to the Debtors or their affiliates in these Chapter 11 Cases. Based on, among other things, the business separation between each of the Investors and AlixPartners, the contractual client confidentiality obligations of AlixPartners and the information barriers referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to any such engagement.

Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature, and/or full scope of any business relationships or connections that the Investors may have with the Investor Search Parties, the Debtors and their affiliates, and other parties in interest in these Chapter 11 Cases.

Specifically, AlixPartners obtained from the Debtors and/or their representatives the Parties in Interest List, which is attached hereto as Schedule 1 and conducted a search for connections in accordance with the procedures set forth above.

AlixPartners represents that, to the best of its knowledge, it knows of no fact or situation that would represent a conflict of interest, cause it not to be disinterested or hold or represent an interest adverse to the Debtors' estates, and furthermore wishes to the disclose the following with respect to the Holdings Enterprise (collectively, "AP", unless otherwise noted):

- AP interacts with U.S. Bankruptcy Court judges and representatives of the U.S. Trustee Program regularly in its capacity as a professional consulting firm that offers turnaround and restructuring services.

- AP has issued debt in the form of a USD-denominated senior secured term loan, and a Euro-denominated senior secured term loan (collectively, the "Term Loans"), as well as revolving credit facility (the "Revolving Credit Facility").

  Bank of America, N.A. serves as the Administrative Agent for the Term Loans and the Revolving Credit Facility and as such manages all trading of the Term Loans and Revolving Credit Facility between investors. Many of the holders of the Term Loans are pools organized by banks, mutual fund management companies and other fund managers (collectively, "Fund Managers") who pool debt instruments issued by multiple / different borrowers and offer interests in the pools to investors. The identities of the investors in the pools cannot be ascertained by AP. The Term Loans are actively traded. Thus, the list of Fund Managers and other investors directly holding the Term Loans can become outdated quickly. On a monthly basis, AP reviews the list of investors in the Term Loans for the purpose of making relationship disclosures in chapter 11 cases. As of the last monthly report, no Fund Manager or other investor in the Term Loans held greater than 10% of the combined US-denominated and Euro-denominated Term Loans. In the event that any entity accumulates a 10% or greater interest in the combined US-denominated and Euro-denominated Term Loans, AP will disclose the name of such entity.

  The participants in the Revolving Credit Facility are Bank of America, N.A., Credit Suisse, Deutsche Bank AG Host Bank, Goldman Sachs Lending Partners LLC, HSBC Bank USA, NA, and JPMorgan Chase Bank N.A.

- The Internal Revenue Service ("IRS") is a former AP client in matters unrelated to the Debtors. The IRS is a lienholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- The United States Department of Justice ("DOJ"), including the United States Attorney General's Office, is a current and former client of AP in matters unrelated to the Debtors. The DOJ is a litigation party, adverse litigation party, lessor and professional to current and former AP clients in matters unrelated to the Debtors.

- AP follows a practice to solicit from the members of its Boards their connections to the parties in interest independent of AP. In response, one or more of the members of its Boards have offered the following disclosures:
  - Apax, Apax Partners LLP, Apax Global Alpha Limited and Apax VIII Fund, and affiliated entities ("Apax") are shareholders and lenders to the Debtors and non-debtor entities. A member of AP's board of directors was also a board member of Apax.
  - [REDACTED] are M&A Counterparties to the Debtors. A member of AP's board of directors was also a board member of [REDACTED].
  - ArentFox Schiff LLP, a lender counsel in these Chapter 11 Cases, is a current or former legal services provider to an AP investor or one of its affiliates.
  - AT&T Corp, AT&T Global Network Services, AT&T Illinois and AT&T Mobility II LLC, utility providers to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.
  - Bank of America, a banking services provider and lender to the Debtors, is a lender to an AP investor or one of its affiliates.
  - [REDACTED] is an M&A Counterparty to the Debtors. An AP board member is a former member of the advisory board of [REDACTED].
  - [REDACTED] is an M&A Counterparty to the Debtors. An AP board member is a member of the board of [REDACTED]
  - Chubb, an insurer to the Debtors, is a vendor to an AP investor or one of its affiliates. AP has a group insurance program in place for all US managing directors and AP board members under which personal excess liability (umbrella) insurance may be purchased from Chubb at group rates.
  - [REDACTED], and affiliated entities, are M&A Counterparties to the Debtors. An AP investor or one of its affiliates has an investment in [REDACTED]. An AP board member is a member of the advisory board of [REDACTED]. [REDACTED] is a former majority shareholder of AP. An affiliate of an AP investor has an ownership stake in an affiliate of [REDACTED].
  - Fidelity and Fidelity National Title Insurance Company, contract counterparties and lenders to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.
  - JPMorgan Chase Bank, N.A. and JPMorgan Chase Bank, National Association, lenders and banking service providers to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.

    - MHCCNA, a contract counterparty to the Debtors, and affiliated entities, are lenders to an AP investor or one of its affiliates.

    - [REDACTED], and affiliated entities, are M&A Counterparties to the Debtors. An AP board member is a member of the Advisory Committee of [REDACTED].

- ABM Industry Group LLC, a contract counterparty to the Debtors, is a director-affiliated company to a current AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a shareholder to a former AP client in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- Aerotek Inc., a contract counterparty to the Debtors, is a former employer of a current AP employee.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities, are parent companies, shareholders and director-affiliated companies to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a litigation party to a current AP client in matters unrelated to the Debtors.

- AIG, an insurance provider to the Debtors, and affiliated entities ("AIG"), are bondholders, adverse litigation parties, non-adverse litigation parties, shareholders, related parties, investors and lessors to current and former AP clients in matters unrelated to the Debtors. AIG is a current and former AP client in matters unrelated to the Debtors. AIG is a former employer of current AP employees.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are non-adverse litigation parties, lienholders and lenders to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a former employer of a current AP employee.

- Alabama - Revenue Discovery Systems Autauga, Birmingham, Chilton, Clanton, Dale, Dothan, Florence, Hamilton, Henry, Jackson, Lauderdale, Pike, Scottsboro and Alabama Department of Revenue, taxing authorities to the Debtors, are shareholders to a current AP client in matters unrelated to the Debtors.

- AlbaCore Capital, AlbaCore Investment Opportunities LP, AlbaCore Liquid Income Designated Activity Company, Albacore Partners II Investment Holdings D Designated Activity Company and AlbaCore Partners III Investment Holdings Fin III Designated Activity Company ("AlbaCore"), lenders to the Debtors, are lenders to a former AP client in matters unrelated to the Debtors. AlbaCore is a former employer of a current AP employee.

- Alcentra NY LLC, a lender to the Debtors, and affiliated entities ("Alcentra"), are lenders to current and former AP clients in matters unrelated to the Debtors. Alcentra is a former AP client in matters unrelated to the Debtors.

- Amazon Web Services Inc., a vendor to the Debtors, and affiliated entities ("Amazon"), are adverse litigation parties, litigation parties, non-adverse litigation parties, related parties and professionals to current and former AP clients in matters unrelated to the Debtors. Amazon is a current and former AP client in matters unrelated to the Debtors. Amazon is a former employer of current AP employees. Amazon is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a non-adverse litigation party, and parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a litigation party and adverse litigation party to former AP clients in matters unrelated to the Debtors.

- Apax, a shareholder and lender to the Debtors and non-debtor entities, is a non-adverse litigation party, bondholder, investor, shareholder and parent company to former AP clients in matters unrelated to the Debtors. Apax is a current and former AP client in matters unrelated to the Debtors. Apax is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a non-adverse litigation party, bondholder, investor, shareholder and parent company to former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are adverse litigation parties, parent companies, affiliates, director-affiliated companies, bondholders, litigation parties, non-adverse litigation parties, lenders, lessors, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is an affiliate to a former AP client in matters unrelated to the Debtors.

- [REDACTED], M&A Counterparties to the Debtors, and affiliated entities ("[REDACTED]"), are parent companies to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- ArentFox Schiff LLP, a lender counsel in these Chapter 11 Cases, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. ArentFox Schiff LLP is a former AP client in matters unrelated to the Debtors.

- Ares Management LLC Ares, and Diversified Loan Fund Private Debt B S A R L, lenders to the Debtors, and affiliated entities ("Ares") are associated companies, lenders, parent companies, and bondholders to current and former AP clients in matters unrelated to the Debtors. Ares is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is an associated company, lender, parent company, and bondholder to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to a former AP client in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- Ascension Health Resource and Supply Management Group, LLC and Ascension Providence Hospital, material contract parties to the Debtors, and affiliated entities ("Ascension") are adverse litigation parties, litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Ascension is a former AP client in matters unrelated to the Debtors.

- ASG Merkel I Sarl, a lender to the Debtors, is a current AP client in matters unrelated to the Debtors.

- Ashby & Geddes PA, a lender counsel in these Chapter 11 Cases, is a professional and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- AssuredPartners Capital Inc. and AssuredPartners, contract counterparties to the Debtors, are lenders to a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to former AP clients in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- AT&T Corp, AT&T Global Network Services, AT&T Illinois and AT&T Mobility II LLC, utility providers to the Debtors, and affiliated entities ("AT&T"), are lessors and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. AT&T is a member of the official committee of unsecured creditors that retained AP in Fusion Litigation Trust, a current bankruptcy matter unrelated to the Debtors. AT&T was a member of the official committee of unsecured creditors that retained AP in Forever 21, Inc.., Windstream Holdings, Inc. and Pareteum Corporation, former bankruptcy matters unrelated to the Debtors. AT&T is a current and former AP client in matters unrelated to the Debtors. AT&T is a vendor to AP.

- Atalaya Capital Management, ACM ASOF VII Cayman Holdco LP and ACM ASOF VIII Secondary C LP, lenders to the Debtors, and affiliated entities ("Atalaya"), are lenders, shareholders, parent companies and associated companies to current and former AP clients in matters unrelated to the Debtors. Atalaya is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a current and former AP client in matters unrelated to the Debtors.

- AXIS Insurance Company, an insurer to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors. AXIS Insurance Company is a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities [REDACTED] are lenders, parent companies, professionals, shareholders and associated companies to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Baker & McKenzie LLP, an ordinary course professional to the Debtors, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Baker McKenzie LLP is a current and former AP client in matters unrelated to the Debtors. Baker McKenzie LLP is a former employer of current AP employees.

- Baldwin County, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- Bank of America, a banking services provider and lender to the Debtors, and affiliated entities ("BOA"), are bondholders, litigation parties, adverse litigation parties, investors, lenders, lessors, lienholders, non-adverse litigation parties, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. BOA is a current and former AP client in matters unrelated to the Debtors. BOA is a former employer of current AP employees. BOA is a banking services provider to AP.

- Barclays UK, a banking services provider to the Debtors, and affiliated entities ("Barclays"), are bondholders, non-adverse litigation parties, lenders, lienholders, professionals, litigation parties, adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Barclays is a current and former AP client in matters unrelated to the Debtors. Barclays is a GSS client. Barclays is a former employer of current AP employees. Barclays was a member of the ad hoc committee of noteholders that retained AP in LBI Media, Inc., a former bankruptcy matter unrelated to the Debtors.

- Bardin Hill Investment Partners, a lender to the Debtors, and affiliated entities, are bondholders, lenders, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are current AP clients in matters unrelated to the Debtors. [REDACTED] is a former employer of a current AP employee.

- [REDACTED], an M&A Counterparty to the Debtors, is a lender, lienholder, shareholder and parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Benefit Street Partners LLC, and affiliated entities ("Benefit Street"), lenders to the Debtors, are lenders, bondholders and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Benefit Street is a current and former AP client in matters unrelated to the Debtors.

- Berkshire Hathaway Specialty Insurance Company, an insurer to the Debtors, and affiliated entities ("Berkshire Hathaway"), are adverse litigation parties, related parties, bondholders, litigation parties, investors and parent companies to current and former AP clients in matters unrelated to the Debtors. Berkshire Hathaway is an insurance provider to AP.

- Black Rock Global LLC, BlackRock Financial Management Inc., BlackRock Investment Management, BlackRock EMMPD II Investment S A R L, EMMPD ASG Sarl, EMMPD Investment S A R L and GSO Capital Partners LP, lenders to the Debtors, and affiliated entities ("BlackRock"), are bondholders, adverse litigation parties, investors, lenders, lessors, lienholders, limited partners, parent company and shareholders to current and former AP clients in matters unrelated to the Debtors. BlackRock is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities, are bondholders, non-adverse litigation parties, director-affiliated companies, investors, lenders, lessors, lienholders, parent companies, adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of a current AP employee.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities, are bondholders, litigation parties, non-adverse litigation parties, lenders, lienholders, adverse litigation parties, lessors, and shareholders to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of a current AP employee.

- BNP Paribas, a lender to the Debtors, and affiliated entities ("BNP"), are bondholders, adverse litigation parties, lenders, lessors, lienholders, litigation parties, joint venture parties, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. BNP is a current and former AP client in matters unrelated to the Debtors. BNP is a GSS client. BNP is a former employer of current AP employees. BNP is a vendor to AP.

- [REDACTED], M&A Counterparties to the Debtors, and affiliated entities ("[REDACTED]"), are investors, joint venture entities, shareholders and parent companies to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are affiliates, director-affiliated companies, parent companies, investors, lenders, lessors, shareholders and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] was a member of the official committee of unsecured creditors that retained AP in [REDACTED] and [REDACTED], former bankruptcy matters unrelated to the Debtors.

- California Street CLO IX Limited Partnership, a lender to the Debtors, is a lienholder and shareholder to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliates, are lienholders, lessors and lessees to current AP clients in matters unrelated to the Debtors. [REDACTED] is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a former AP client in matters unrelated to the Debtors.

- Cardinal Health and Cardinal Health 200, LLC, contract counterparties to the Debtors, and affiliated entities ("Cardinal Health"), are litigation parties, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Cardinal Health is a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities, are litigation parties, non-adverse litigation parties, lenders, lessors, lienholders, parent companies, director-affiliated companies and shareholders to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of a current AP employee.

- CEVA International Inc. and CEVA Logistics, contract counterparties to the Debtors, are adverse litigation parties to a current AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a director-affiliated entity, parent company and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Chemtrec, a utility provider to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.

- Chubb, an insurer to the Debtors, and affiliated entities ("Chubb"), are affiliates, bondholders, non-adverse litigation parties, adverse litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors. Chubb is a current and former AP client in matters unrelated to the Debtors. Chubb is an insurance provider to AP. AP has a group insurance program in place for all US managing directors and AP board members under which personal excess liability (umbrella) insurance may be purchased from Chubb at group rates.

- Cigna and Cigna Behavioral Health, contract counterparties to the Debtors, and affiliated entities ("Cigna"), are bondholders, adverse litigation parties, lenders and professionals to current and former AP clients in matters unrelated to the Debtors. Cigna is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- City of Baton Rouge Parish of East Baton Rouge, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- City of Boulder, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- City of Daphne, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- City of Everett, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- City of Greeley, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- City of Huntsville, a taxing authority to the Debtors, is a bondholder and adverse litigation party to former AP clients in matters unrelated to the Debtors.

- City of Lakewood, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- City of Mobile, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- City of Montgomery, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- City of New Orleans, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- City of Seattle, a taxing authority to the Debtors, is a litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- City of Sheffield, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- City of Thornton, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- Colbert County, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- Cognizant Technology Solutions US C and Cognizant Worldwide, Ltd., contract counterparties and members of the official committee of unsecured creditors in these Chapter 11 Cases, and affiliated entities ("Cognizant"), are adverse litigation parties and related parties to current and former AP clients in matters unrelated to the Debtors. Cognizant is a former AP client in matters unrelated to the Debtors. Cognizant is a former employer of current AP employees.

- Cole Schotz, a restructuring professional in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors.

- Commonwealth Edison Company – ComEd, a utility provider to the Debtors, and affiliated entities ("ComEd"), are bondholders and litigation parties to former AP clients in matters unrelated to the Debtors. ComEd is a former AP client in matters unrelated to the Debtors. ComEd is a vendor to AP.

- Commonwealth Land Title Insurance Company, a lender to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company and shareholder to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Covington & Burling LLP, an ordinary course professional to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Covington & Burling LLP is a current and former AP client in matters unrelated to the Debtors. Covington & Burling LLP is a legal services provider to AP.

- Culligan Water, a utility provider to the Debtors, and affiliated entities, are former AP clients in matters unrelated to the Debtors.

- Cullman County, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- Cutwater 2014 I Ltd. and Cutwater 2015 I Ltd., lenders to the Debtors, and affiliated entities, are lenders and adverse litigation parties to former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities, are affiliates, lenders and parent companies to current and former AP clients in matters unrelated to the

Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- CVS Caremark, a contract counterparties to the Debtors, and affiliated entities ("CVS"), are litigation parties, adverse litigation parties and non-adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. CVS is a former and current client in matters unrelated to the Debtors. CVS is a former employer of a current AP employee. CVS is an employee benefits provider to AP.

- David Barse, a director and officer of the Debtors, is a director to a former AP client in matters unrelated to the Debtors.

- Dell Marketing LP, a contract counterparty to the Debtors, and affiliated entities ("Dell"), are lenders, lienholders and shareholders to the current and former AP clients in matters unrelated to the Debtors. Dell is a current and former AP client in matters unrelated to the Debtors. Dell is a former employer of current AP employees. Dell is a vendor to AP.

- Department of the Treasury, a taxing authority to the Debtors, is a former AP client in matters unrelated to the Debtors.

- Deutsche Bank AG, a banking services provider to the Debtors, and affiliated entities ("Deutsche Bank"), are associated companies, bondholders, adverse litigation parties, litigation parties, joint venture parties, lenders, lessors, lienholders, parent companies, non-adverse litigation parties, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. Deutsche Bank was a member of the official committee of unsecured creditors that retained AP in Chesapeake Energy Corporation, a former bankruptcy matter unrelated to the Debtors. Deutsche Bank is a current and former AP client in matters unrelated to the Debtors. Deutsche Bank is a GSS client. Deutsche Bank is a former employer of current AP employees. Deutsche Bank is a banking services provider to AP.

- District of Columbia, a taxing authority to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors. District of Columbia is a former AP client in matters unrelated to the Debtors.

- Ellington Management, Ellington CLO I Ltd, Ellington CLO II Ltd, Ellington CLO III Ltd and Ellington CLO IV Ltd, lenders to the Debtors, are lenders and professionals to current and former AP clients in matters unrelated to the Debtors.

- Employees and Agents Pension Plan GWL and a Financial Inc., a lender to the Debtors, and affiliated entities, are shareholders, lienholders and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are non-adverse litigation parties, parent companies and investors to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to former AP clients in matters unrelated to the Debtors, [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Erasmus University Medical, a contract counterparty to the Debtors, is a non-adverse litigation party to a former AP client in matters unrelated to the Debtors.

- Ernst & Young LLP and Ernst & Young US LLP ("E&Y"), an ordinary course professional to the Debtors, are professionals, non-adverse litigation parties and director-affiliated companies to current and former AP clients in matters unrelated to the Debtors. E&Y is a current and former AP client in matters unrelated to the Debtors. E&Y is a former employer of current AP employees. E&Y is a tax advisor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are parent companies to a former AP client in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Fidelity and Fidelity National Title Insurance Company, contract counterparties and lenders to the Debtors, and affiliated entities ("Fidelity"), are bondholders, adverse litigation parties, non-adverse litigation parties, joint venture entities, lenders, lessors, lienholders, professionals, related parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Fidelity is a former AP client in matters unrelated to the Debtors. Fidelity is a former employer of current AP employees. Fidelity is an employee benefits provider to AP.

- First Eagle Alternative Credit LLC, a lender to the Debtors, and affiliated entities, are lenders and lienholders to current and former AP clients in matters unrelated to the Debtors.

- Fox Rothschild LLP, an ordinary course professional to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Fox Rothschild LLP is a former AP client in matters unrelated to the Debtors.

- Fragomen, Del Rey, Bernsen & Loewy ("Fragomen"), an ordinary course professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors. Fragomen is a former employer of a current AP employee. Fragomen is a legal services provider to AP.

- Franklin County, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a lessor to a current AP client in matters unrelated to the Debtors.

- GE HealthCare and GE Precision Healthcare, lenders to the Debtors, and affiliated entities ("GE"), are non-adverse litigation parties, joint venture entities, lenders, lessors, litigation parties, adverse litigation parties, lienholders and parent companies to current and former

AP clients in matters unrelated to the Debtors. GE was a member of the official committee of unsecured creditors that retained AP in Western Global Airlines, Inc., a former bankruptcy matter unrelated to the Debtors. GE is a current and former AP client in matters unrelated to the Debtors. GE is a former employer of current AP employees. GE and AP are parties to an account receivable factoring arrangement whereby AP's invoices to GE are sold to a third party, in a way that improves payment terms to AP in exchange for an invoice discount.

- [REDACTED], an M&A Counterparty to the Debtors, is a non-adverse litigation party, joint venture entity, lender, lessor, litigation party, adverse litigation party, lienholder and parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] was a member of the official committee of unsecured creditors that retained AP in [REDACTED], a former bankruptcy matter unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of current AP employees. [REDACTED] and AP are parties to an account receivable factoring arrangement whereby AP's invoices to [REDACTED] are sold to a third party, in a way that improves payment terms to AP in exchange for an invoice discount.

- Gibson, Dunn & Crutcher LLP ("Gibson Dunn"), a lender counsel in these Chapter 11 Cases, is a professional, lender, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Gibson Dunn is a current and former AP client in matters unrelated to the Debtors. Gibson Dunn is a legal services provider to AP.

- Goldman and Goldman Sachs Trust II Goldman Sachs Multi Manager Non-Core Fixed Income Fund, lenders to the Debtors, and affiliated entities ("Goldman"), are bondholders, litigation parties, non-adverse litigation parties, lenders, lessors, lienholders, parent companies, shareholders, director-affiliated companies, professionals, limited partners and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Goldman is a current and former AP client in matters unrelated to the Debtors. Goldman is a former employer of current AP employees.

- [REDACTED], an M&A Counterparty to the Debtors, are bondholders, litigation parties, non-adverse litigation parties, lenders, lessors, lienholders, parent companies, shareholders, director-affiliated companies, professionals, limited partners and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of current AP employees.

- Gordon Rees Scully Mansukhani LLP ("Gordon Rees"), an ordinary course professional to the Debtors, is a professional, non-adverse litigation party, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Gordon Rees is a former AP client in matters unrelated to the Debtors. Gordon Rees is a legal services provider to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- Halcyon Asset Management LLC, Halcyon Loan Advisors Funding 2015 1 Ltd and Halcyon Loan Advisors Funding 2015 3 Ltd fka Citi Loan Funding HLM LLC Citibank NA, lenders to the Debtors, and affiliated entities, are lenders, bondholders, professionals and lienholders to current and former AP clients in matters unrelated to the Debtors.

- Hartford Financial Services Group Inc. and Hartford Fire Insurance Company, insurers to the Debtors, and affiliated entities, ("Hartford"), are non-adverse litigation parties, adverse litigation parties, lenders, litigation parties, bondholders, lienholders, and shareholders to current and former AP clients in matters unrelated to the Debtors. Hartford is a current and former AP client in matters unrelated to the Debtors. Hartford is an insurance provider to AP.

- Haynes and Boone LLP, a lender counsel in these Chapter 11 Cases, is a professional, lessor and counsel to current and former AP clients in matters unrelated to the Debtors. Haynes and Boone LLP is a current and former AP client in matters unrelated to the Debtors. Haynes and Boone LLP is a legal services provider to the Debtors.

- HealthEquity, a contract counterparty to the Debtors, is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Houlihan Lokey, a lender counsel in these Chapter 11 Cases, and affiliated entities ("Houlihan"), are professionals and counsel to current and former AP clients in matters unrelated to the Debtors. Houlihan is a former AP client in matters unrelated to the Debtors. Houlihan is a former employer of current AP employees.

- Hyman Phelps & McNamara PC, an ordinary course professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.

- HypoVereinsbank, a banking services provider to the Debtors, is a former employer of a current AP employee.

- [REDACTED], an M&A Counterparty to the Debtors, is a non-adverse litigation party to a former AP client in matters unrelated to the Debtors.

- Indiana Department of Revenue, a taxing authority to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.

- ING Capital LLC, a lender to the Debtors, and affiliated entities ("ING"), are bondholders, professionals and lenders to current and former AP clients in matters unrelated to the Debtors. ING is a former AP client in matters unrelated to the Debtors. ING is a GSS client.

- The Internal Revenue Service ("IRS"), a taxing authority to the Debtors, is a lienholder, lender and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. The IRS is a former AP client in matters unrelated to the Debtors.

- IPAN Intellectual Property Association, a contract counterparty to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.

- Irvine Company, a landlord to the Debtors, is a lessor and lender to current and former AP clients in matters unrelated to the Debtors.

- Irwin Fritchie Urquhart & Moore LLC, an ordinary course professional to the debtors, is a professional and counsel to a current AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a lessor to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- JPMorgan Chase Bank, N.A. and JPMorgan Chase Bank, National Association, lenders and banking service providers to the Debtors, and affiliated entities ("JPMorgan"), are affiliates, bondholders, litigation parties, investors, investment bankers, lenders, lessors, lessees, lienholders, limited partners, adverse litigation parties, non-adverse litigation parties, parent companies, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. JPMorgan is a current and former AP client in matters unrelated to the Debtors. JPMorgan is a former employer of current AP employees. JPMorgan is a vendor to AP.

- Kaiser Permanente, a contract counterparty to the Debtors, is a lender, affiliate and shareholder to current and former AP clients in matters unrelated to the Debtors.

- Kirkland & Ellis LLP, a restructuring professional in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Kirkland & Ellis LLP is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities, are adverse litigation parties, lenders and parent companies to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of a current AP employee.

- Kuehne & Nagel Inc., a contract counterparty to the Debtors, was a member of the committee of unsecured creditors that retained AP in the Altera Infrastructure L.P., a former bankruptcy matter unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are litigation parties to a former AP client in matters unrelated to the Debtors. [REDACTED] is a current AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of current AP employees. [REDACTED] is a vendor to AP.

- Linklaters LLP, an ordinary course professional to the Debtors, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Linklaters LLP is a current and former AP client in matters unrelated to the Debtors. Linklaters LLP is a legal services provider to AP.

- Littler Mendelson PC, an ordinary course professional to the Debtors, is a professional, counsel, adverse litigation party and opposing counsel to current and former AP clients in matters unrelated to the Debtors. Littler is a former AP client in matters unrelated to the Debtors. Littler is a legal services provider to AP.

- Louisiana - St. Landry, a taxing authority to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors.

- Louisiana Department of Revenue, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- Madison County, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- Marsh USA, Inc., an insurer to the Debtors, is a non-adverse litigation party and professional to current and former AP clients in matters unrelated to the Debtors. Marsh was a member of the official committee of unsecured creditors that retained AP in Altera Infrastructure L.P., a former bankruptcy matter unrelated to the Debtors. Marsh is a former employer of a current AP employee. Marsh is an insurance broker to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a non-adverse litigation party to a former AP client in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- McDermott Will & Emery LLP, counsel to the official committee of unsecured creditors in these chapter 11 cases, is a professional, opposing counsel, counsel and lender to current and former AP clients in matters unrelated to the Debtors. McDermott Will & Emery LLP is a current and former AP client in matters unrelated to the Debtors.

- McKesson and McKesson Medical-Surgical Inc. ("McKesson"), contract counterparties to the Debtors, are lienholders, litigation parties, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. McKesson is a member of the official committee of unsecured creditors that retained AP in Rite Aid Corporation, a bankruptcy matter unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a lienholder, litigation party, non-adverse litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a member of the official committee of unsecured creditors that retained AP in [REDACTED], a bankruptcy matter unrelated to the Debtors.

- Medline Industries, Inc., a contract counterparty to the Debtors, is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of a current AP employee.

- MetLife, a contract counterparty to the Debtors, and affiliated entities, are non-adverse litigation parties, lenders, lessors, litigation parties, shareholders, bondholders, lienholders and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. MetLife is a current and former AP client in matters unrelated to the Debtors. MetLife is an employee benefits provider to AP.

- MHCCNA, a contract counterparty to the Debtors, and affiliated entities ("Mitsubishi"), are affiliates, associated companies, bondholders, litigation parties, adverse litigation parties, lessors, shareholders and lenders to current and former AP clients in matters unrelated to the Debtors. Mitsubishi is a current and former AP client in matters unrelated to the Debtors. Mitsubishi was a member of the official committee of unsecured creditors that retained AP in Chesapeake Energy Corporation, a former bankruptcy matter unrelated to the Debtors. Mitsubishi is a former employer of current AP employees. Mitsubishi has an accounts receivable factoring arrangement with AP and one of AP's clients whereby AP's invoices to that client are sold to Mitsubishi in a way that improves payment terms to AP in exchange for an invoice discount. Mitsubishi is a GSS investor and client.

- Microsoft Corporation, a contract counterparty to the Debtors, is a shareholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. Microsoft Corporation is a former AP client in matters unrelated to the Debtors. Microsoft Corporation is a former employer of current AP employees. Microsoft Corporation is a vendor to AP.

- Midvale Indemnity Company (Bowhead), an insurer to the Debtors, is an insurance provider to AP.

- Mizuho Bank, Ltd. New York, a lender to the Debtors, and affiliated entities ("Mizuho"), are lenders, bondholders and shareholders to current and former AP clients in matters unrelated to the Debtors. Mizuho is a former employer of current AP employees.

- Mobile County, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- Monday.com Ltd., a contract counterparty to the Debtors, is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to a former AP client in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- Moog Components Group, Inc., a contract counterparty to the Debtors, is a former employer of a current AP employee.

- Morgan Lewis & Bockius LLP, an ordinary course professional to the Debtors, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Morgan, Lewis & Bockius LLP is a current and former AP client in matters unrelated to the Debtors.

- Morgan Stanley Bank National Association, a lender to the Debtors, and affiliated entities ("Morgan Stanley"), are associated companies, bondholders, litigation parties, non-adverse litigation parties, adverse litigation parties, lenders, shareholders, investors, lessors, professionals and lienholders to current and former AP clients in matters unrelated to the Debtors. Morgan Stanley was a member of the official committee of unsecured creditors that retained AP in 24 Hour Fitness Worldwide, Inc., a former bankruptcy matter unrelated to the Debtors. Morgan Stanley is a current and former AP client in mattes unrelated to the Debtors. Morgan Stanley is a former employer of current AP employees.

- Morris James LLP, a lender counsel in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors.

- MV Credit Partners LLP, MV Private Debt CE SARL, MV Private Debt GC SARL and MV Private Debt OP1 SARL, lenders to the Debtors, and affiliated entities, are lenders to a current AP client in matters unrelated to the Debtors.

- Natixis, New York Branch, a lender to the Debtors, and affiliated entities ("Natixis"), are litigation parties, shareholders, bondholders, adverse litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors. Natixis is a current AP client in matters unrelated to the Debtors. Natixis is a former employer of a current AP employee.

- [REDACTED], an M&A Counterparty to the Debtors, is a non-adverse litigation party to a current AP client in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Nevada Department of Taxation, a taxing authority to the Debtors, is a bondholder to a former AP client in matters unrelated to the Debtors.

- New Jersey Division of Taxation, a taxing authority to the Debtors, is a lienholder and adverse litigation party to former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is an adverse litigation party, lienholder and parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- New York Department of Taxation and Finance, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- Newport Global Advisors and Newport Global Credit Fund Master LP, lenders to the Debtors, are lenders to a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- North Dakota Office of State Tax Commissioner, a taxing authority to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.

- Nuveen Asset Management, LLC, Nuveen Alternative Investment Funds SICAV SIF Nuveen US Senior Loan Fund, Nuveen Alternative Investment Funds SICAV SIF Nuveen US Senior Loan Fund, Nuveen Floating Rate Income Fund, Nuveen Floating Rate Income Fund a Series of Nuveen Investment Trust III and Nuveen Senior Loan Fund LP, lenders to the Debtors, and affiliated entities ("Nuveen"), are bondholders, lenders, lessors, lienholders, adverse litigation parties, investors, litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Nuveen is a current AP client in matters unrelated to the Debtors. Nuveen is a former employer of a current AP employee.

- Ohio Bureau of Workers' ("Ohio BWC"), a taxing authority to the Debtors, is a lienholder and adverse litigation party to former AP clients in matters unrelated to the Debtors. Ohio BWC is an insurance provider to AP.

- Ohio Department of Taxation, a taxing authority to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.

- Oklahoma Tax Commission, a taxing authority to the Debtors, is a bondholder to a former AP client in matters unrelated to the Debtors.

- Old Republic Professional Liability, Inc., an insurer to the Debtors, is a bondholder, non-adverse litigation party, related party, litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a litigation party to a current AP client in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Omni Agent Solutions, Inc. ("Omni"), a restructuring professional in these Chapter 11 Cases, is a professional to current and former AP clients in matters unrelated to the Debtors. Omni is a vendor to AP.

- Owens & Minor Distribution, Inc., a contract counterparty to the Debtors, is a current and former AP client in matters unrelated to the Debtors.

- Oxford Global Services, a contract counterparty to the Debtors, is a vendor to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Parker Hannifin - Porter Division, a lender to the Debtors, is a non-adverse litigation party, litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a lender, parent company, shareholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Paul Aronzon, a director to the Debtors, is a director to a former AP client in matters unrelated to the Debtors.

- Pachulski Stang Ziehl & Jones LLP, a lender counsel in these Chapter 11 Cases, is a professional, counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors.

- Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul Weiss"), a lender counsel in these Chapter 11 Cases, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Paul Weiss is a current and former AP client in matters unrelated to the Debtors. Paul Weiss is a former employer of a current AP employee.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to a former AP client in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- PJT Partners, a restructuring professional in these Chapter 11 Cases, is a professional, investment banker and shareholder to current and former AP clients in matters unrelated to the Debtors. PJT Partners is a former AP client in matters unrelated to the Debtors. PJT Partners is a vendor to AP.

- Pmsna SSD Andover and Philips, contract counterparties to the Debtors, and affiliated entities ("Philips"), are litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Philips is a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a former AP client in matters unrelated to the Debtors.

- Polsinelli PC, on ordinary course professional to the Debtors, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Polsinelli PC is a former AP client in matters unrelated to the Debtors. Polsinelli PC is a vendor to AP.

- Pontus Holdings LTD, a lender to the Debtors, and affiliated entities, are lenders and lessors to current and former AP clients in matters unrelated to the Debtors.

- Portescap India Pvt. Ltd., a contract counterparty to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.

- Presidio, Inc., a member of the official committee of unsecured creditors in these Chapter 11 Cases, is a related party to a current AP client in matters unrelated to the Debtors. Presidio is a vendor to AP.

- Principal Diversified Real Asset Cit f/k/a Diversified Real Asset Cit and Principal Funds Inc Diversified Real Asset Fund, lenders to the Debtors, and affiliated entities ("Principal Financial"), are lenders, lienholders, bondholders and shareholders to current and former AP clients in matters unrelated to the Debtors. Principal Financial is a former AP client in matters unrelated to the Debtors.

- Providence Equity Partners Inc., Providence Equity Partners LLC, Providence Debt Fund III Non US SPV LP Providence Debt Fund III Master and Providence Debt Fund III SPV LP Providence Debt Fund III LP ("Providence Equity"), lenders to the Debtors, are bondholders, lenders, shareholders and parent companies to current and former AP clients in matters unrelated to the Debtors. Providence Equity is a former AP client in matters unrelated to the Debtors.

- Quality Medical, a contract counterparty to the Debtors, is a related party to a current AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to a former AP client in matters unrelated to the Debtors. [REDACTED] is a current and former AP clients in matters unrelated to the Debtors.

- Rothschild & Co., a lender counsel in these Chapter 11 Cases, and affiliated entities ("Rothschild"), are lenders, lienholders, professionals to current and former AP clients in matters unrelated to the Debtors. Rothschild is a current and former AP client in matters unrelated to the Debtors. Rothschild is a former employer of a current AP employee. Rothschild is a vendor to AP.

- Royal Bank of Canada New York Branch, a lender to the Debtors, and affiliated entities ("RBC"), are bondholders, litigation parties, lenders, adverse litigation parties, investors, lienholders, professionals, non- adverse litigation parties, investors and shareholders to current and former AP clients in matters unrelated to the Debtors. RBC is a current and former AP client in matters unrelated to the Debtors. RBC is a former employer of current AP employees. RBC is a GSS client. RBC is an insurance provider to AP.

- Safety-Kleen, a utility provider to the Debtors, is an adverse litigation party and lessor to former AP clients in matters unrelated to the Debtors.

- Salesforce.com Inc., a contract counterparty to the Debtors, is an investor to a current AP client in matters unrelated to the Debtors. Salesforce.com Inc. is a vendor to AP.

- Separate Investment Account P3 Diversified Bond I Account of Massachusetts Mutual Life Insurance Company and Separate Investment Account P5 Diversified Bond II Account of Massachusetts Mutual Life Insurance Company, lenders to the Debtors, and affiliated entities ("Mass Mutual"), are lenders, lienholders, adverse litigation parties, limited partners and shareholders to current and former AP clients in matters unrelated to the Debtors.

- Shackleton 2014 V R CLO Ltd, Shackleton 2019 XIV CLO LTD and Shackleton 2021 XVI CLO LTD, lenders to the Debtors, and affiliated entities, are lenders to current and former AP clients in matters unrelated to the Debtors.

- Siemens Industry Software Inc and Siemens Healthineers, lenders to the Debtors, affiliated entities ("Siemens"), are affiliates, lenders, lessors, litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Siemens is a current and former AP client in matters unrelated to the Debtors. Siemens is a former employer of current AP employees.

- [REDACTED], an M&A Counterparty to the Debtors, is an affiliate, lender, lessor, litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a former employer of current AP employees.

- Southern California Edison Company and Southern California Gas Company dba The Gas Company; SoCalGas ("SCE"), utility providers to the Debtors, are bondholders and lessors to current and former AP clients in matters unrelated to the Debtors. SCE is a former AP client in matters unrelated to the Debtors.

- State of Arkansas, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- State of Pernambuco, a litigation party to the Debtors, is a litigation party to a current AP client in matters unrelated to the Debtors.

- Seward & Kissel LLP, a lender counsel in these Chapter 11 Cases, is a professional to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company and affiliate to former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Symphony Asset Management LLC, Menard Inc. by Symphony Asset Management LLC, Symphony CLO XIX LTD, Symphony CLO XV LTD, Symphony CLO XVI LTD, Symphony CLO XVI LTD, Symphony CLO XVIII LTD, Symphony CLO XX Ltd, Symphony Floating Rate Senior Loan Fund, TCI Symphony CLO 2016 1 LTD, TCI Symphony CLO 2017 1 LTD and Pensiondanmark by Symphony Asset Management LLC, lenders to the Debtors, and affiliated entities ("Symphony"), are bondholders, lenders, lienholders, non-adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Symphony is a current AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to a former AP client in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors. [REDACTED] is a vendor to AP.

- Teledyne Analytical Instruments, a contract counterparty to the Debtors, and affiliated entities, are lienholders and litigation parties to former AP clients in matters unrelated to the Debtors.

- TFG Asset Management, a lender to the Debtors, and affiliated entities, are adverse litigation parties to a former AP client in matters unrelated to the Debtors.

- The Standard, a contract counterparty to the Debtors, and affiliated entities ("The Standard"), are shareholders, adverse litigation parties and limited partners to former AP clients in matters unrelated to the Debtors. The Standard is a former AP client in matters unrelated to the Debtors.

- Thomas Jefferson Univ Hospital, a contract counterparty to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.

- TIAA CREF Investment Services and TIAA Global Public Investments LLC Series Loan Teachers Insurance and Annuity, lenders to the Debtors, and affiliated entities, are lenders, lessors, shareholders, bondholders, adverse litigation parties, litigation parties and lienholders to current and former AP clients in matters unrelated to the Debtors.

- T-Mobile USA, Inc., a utility provider to the Debtors, and affiliated entities ("T-Mobile"), are litigation parties and lessors to current and former AP clients in matters unrelated to the Debtors. T-Mobile is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company, associated company, lender, shareholder, bondholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a director-affiliated company, parent company and shareholder to former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- U.S. Government / Dept. of Defense, Office of the Inspector General, and affiliated entities, are opposing counsel and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. US Business of the Canada Life Assurance Company, a lender to the Debtors, and affiliated entities ("Canada Life"), are lenders, professionals, adverse litigation parties and lessors to current and former AP clients in matters unrelated to the Debtors. Canada Life is an insurance provider to AP.

- UBS and UBS AG Stamford Branch, banking services providers to the Debtors, and affiliated entities ("UBS"), are bondholders, litigation parties, adverse litigation parties, limited partners, lenders, lessors, lienholders, non-adverse litigation parties, professionals, parent companies, director-related companies and shareholders to current and former AP clients in matters unrelated to the Debtors. UBS is a current and former AP client in matters unrelated to the Debtors. UBS is a former employer of current AP employees.

- US CBP FPF Office, a taxing authority to the Debtors, is a bondholder, litigation party and lienholder to current and former AP clients in matters unrelated to the Debtors.

- US Food and Drug Administration, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, and affiliated entities ("[REDACTED]"), are litigation parties and parent companies to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- Vertex Inc, a contract counterparty to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors.

- Vision Service Plan (VSP), a contract counterparty to the Debtors, is an employee benefits provider to AP.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- WageWorks, a contract counterparty to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors. WageWorks is a former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company, limited partner, shareholder and lender to current and former AP clients in matters unrelated to the Debtors. [REDACTED] is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a parent company to a former AP client in matters unrelated to the Debtors.

- Westchester Surplus Lines Insurance Company, a litigation party to the Debtors, and affiliated entities, are bondholders, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.

- Wilmington Trust, a banking services provider to the Debtors, is an adverse litigation party, lender, lienholder, bondholder and shareholder to current and former AP clients in matters unrelated to the Debtors. Wilmington Trust was a member of the official committee of unsecured creditors that retained AP in EP Energy Corporation and KB Holdings, Inc., former bankruptcy matters unrelated to the Debtors. Wilmington Trust is a current and former AP client in matters unrelated to the Debtors.

- Wolseley Industrial Group (Ferguson), a contract counterparty to the Debtors, and affiliated entities, is a former AP client in matters unrelated to the Debtors.

- Workday Inc., a contract counterparty to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors. Workday Inc. is a current AP client in matters unrelated to the Debtors.

- Xerox Financial Services LLC ("Xerox"), a contract counterparty to the Debtors, is a lienholder, affiliate and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. Xerox is a former AP client in matters unrelated to the Debtors. Xerox is a vendor to AP.

- Zayo Group LLC, a utility provider to the Debtors, is a current and former AP client in matters unrelated to the Debtors.

- [REDACTED], an M&A Counterparty to the Debtors, is a litigation party to a current AP client in matters unrelated to the Debtors.