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)
	)	**Re: Docket No. __**

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF PJT PARTNERS LP AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN INFORMATION REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2, AND (III) GRANTING RELATED RELIEF

Upon the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (this "Order"), (a) authorizing the Debtors to, under sections 327 and 328(a) of the Bankruptcy Code, retain and employ PJT Partners LP ("PJT") as investment banker to the Debtors effective as of the Petition Date on the terms set forth in the engagement letter dated as of April 25, 2024 (the "Engagement Letter"), (b) waiving certain information requirements pursuant to Local Rule 2016-2 and the U.S. Trustee Guidelines, and (c) granting related relief, all as more fully set forth in the Application; and upon and the Baird Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (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 this Court

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1 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 used but not otherwise defined herein have the meanings ascribed to them in the Application.

having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and this Court being satisfied that PJT neither holds not represents any interest adverse to the Debtors' estates with respect to the matters upon which it is to be employed; and this Court being satisfied that PJT is a "disinterested person," as that term is defined in Bankruptcy Code section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Order, it is HEREBY ORDERED THAT**:**

1. The Application is granted as set forth herein.

2. The Debtors are authorized to retain and employ PJT as their investment banker in these chapter 11 cases under sections 327 and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2, effective as of the Petition Date, on the terms and conditions set forth in the Application and the Engagement Letter, attached as <u>Exhibit B</u> to the Application, as modified by this Order.

3. Except to the extent set forth herein, the Engagement Letter (together with all annexes thereto), including the Fee Structure, are approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter.

Subject to paragraph 6 of this Order, all compensation and reimbursement of expenses payable under the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to any other standard of review including, but not limited to, that set forth in section 330 of the Bankruptcy Code.

4. The Debtors are authorized to pay PJT's fees and to reimburse PJT for its reasonable costs and expenses as provided in the Engagement Letter, and in particular, all of PJT's fees and expenses in these chapter 11 cases, including the Monthly Fee, Capital Raising Fee, and Restructuring Fee, are hereby approved pursuant to section 328(a) of the Bankruptcy Code. For the avoidance of doubt, PJT shall be entitled to seek interim allowance and payment of any Capital Raising Fee and Restructuring Fee by filing and serving an application in respect of each Capital Raising Fee and Restructuring Fee immediately upon the consummation of such Capital Raise and/or Restructuring. Notwithstanding the foregoing, the full amount of each Capital Raising Fee and/or Restructuring Fee will be escrowed upon the consummation of the applicable transaction until such amounts are permitted to be paid to PJT pursuant to this Order or a further order of this Court.

5. PJT shall apply to this Court for allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court; *provided* that the requirements of the Bankruptcy Code, the Bankruptcy Rules, and Local Rule 2016-2 are hereby modified such that PJT's professionals shall only be required to maintain summary records in half-hour increments describing each professional's tasks on a daily basis in support of each fee application, including reasonably detailed descriptions of those services and the individuals who provided those services, and will present such records to this Court; *provided*,

further that PJT's professionals shall not be required to keep time records on a project category basis or provide or conform to any schedules of hourly rates.

6. PJT shall be compensated in accordance with the terms of the Engagement Letter, and in particular, all of PJT's fees and expenses in these chapter 11 cases are hereby approved pursuant to section 328(a) of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the fees and expenses payable to PJT pursuant to the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of PJT's compensation and expense reimbursements under sections 330 and 331 of the Bankruptcy Code; provided, that reasonableness for this purpose shall include, among other things, an evaluation by comparing the fees payable in this case to the fees paid to other investment banking firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated primarily on the basis of time committed or the length of these cases. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PJT's compensation.

7. The indemnification, contribution, and reimbursement provisions included in the Engagement Letter are approved, subject, during the pendency of these chapter 11 cases, to the following modifications:

a. subject to the provisions of subparagraphs (b) and (d), infra, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, each PJT Party in accordance with the Indemnification Agreement for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;

b. notwithstanding subparagraph (a) above or any provisions of the Indemnification Agreement to the contrary, the Debtors shall have no obligation to indemnify any PJT Party or provide contribution or reimbursement to any PJT Party: (i) for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from such PJT Party's bad faith, self-dealing, breach of fiduciary duty (if any), willful misconduct, or gross negligence; (ii) for a contractual dispute in which the Debtors allege the breach of such PJT Party's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c), infra, to be a claim or expense for which such PJT Party should not receive indemnity, contribution, or reimbursement under the terms of the Indemnification Agreement, as modified by this Order;

c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, a PJT Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Indemnification Agreement, as modified by this Order, including without limitation the advancement of defense costs, a PJT Party must file an application therefor in this Court, and the Debtors may not pay any such amounts to such PJT Party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time during which this Court shall have jurisdiction over any request by any PJT Party for indemnification, contribution, or reimbursement and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contribution or reimbursement to, any PJT Party; and

d. notwithstanding any provision in the Engagement Letter to the contrary, subject to the terms of, and the Debtors' indemnification, reimbursement, and contribution obligations under, the Indemnification Agreement, there shall be no limitation of PJT's liability in connection with its engagement.

8. PJT is authorized to apply any prepetition advance to satisfy any unbilled or other remaining prepetition fees and expenses PJT becomes aware of during its ordinary course billing

review and reconciliation. Any remaining amounts held by PJT shall be held by PJT as security throughout these chapter 11 cases until PJT's fees and expenses are fully paid. At the conclusion of PJT's engagement by the Debtors, if the amount of any prepetition advance or retainer held by PJT is in excess of the amount of PJT's outstanding and estimated fees, expenses, and costs, PJT will pay to the Debtors the amount by which any advance payment or retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Letter.

9. Notwithstanding anything to the contrary in the Application, PJT shall: (a) to the extent that PJT uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these chapter 11 cases, pass through the cost of such Contractors to the Debtors at the same rate that PJT pays the Contractors; and (b) seek reimbursement for actual costs only. The Debtors shall require that the Contractors are subject to the same conflicts checks as required for PJT, and file with this Court such disclosures required by Bankruptcy Rule 2014.

10. Notwithstanding anything to the contrary in the Application and/or Engagement Letter, PJT shall have whatever duties, fiduciary or otherwise, that are imposed upon it by applicable law.

11. 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.

12. 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.

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

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

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

Exhibit B

Engagement Letter

PJT Partners

April 25, 2024

Vikram Bajaj
Chief Financial Officer
Vyaire Holding Company
Vyaire Medical, Inc.
26126 N Riverwoods Blvd
Mettawa, IL 60045

Dear Vikram:

This letter confirms the understanding and agreement (the "**Agreement**") between PJT Partners LP ("**PJT Partners**") and Vyaire Holding Company and Vyaire Medical, Inc. (collectively "**Vyaire**" and, together with each of their respective direct and indirect subsidiaries, the "**Company**") regarding the retention of PJT Partners on an exclusive basis by the Company effective as of April 1, 2024 (the "**Effective Date**") as its investment banker for the purposes set forth herein. Reference is hereby made to that certain letter agreement, dated July 12, 2023, by and between PJT Partners and Vyaire (the "**Prior Letter**"). The Prior Letter is hereby terminated effective as of the Effective Date.

Under this Agreement, PJT Partners will provide investment banking services to the Company in connection with a possible Restructuring and/or Capital Raise (each as defined below) and will assist the Company in analyzing, structuring, negotiating, and effecting the Restructuring and/or Capital Raise pursuant to the terms and conditions of this Agreement. As used in this Agreement, the term (a) "**Restructuring**" shall mean any restructuring, reorganization (whether or not pursuant to chapter 11 of the United States Bankruptcy Code ("**Chapter 11**")) and/or recapitalization of the Company affecting a material portion of its existing debt obligations or other claims against the Company, including, without limitation, revolving credit facilities, term loans, any senior debt, junior debt, notes, trade claims, general unsecured claims (collectively, the "**Obligations**"), and/or (ii) a sale or other acquisition or disposition of a material portion of the assets and/or equity of the Company, and/or (iii) any complete or partial repurchase, refinancing, extension or repayment by the Company of a material portion of the Obligations, and (b) "**Capital Raise**" shall mean any debt financing or capital raise arranged by PJT Partners at the request of the Company.

The investment banking services to be rendered by PJT Partners may, if appropriate and at the request of the Company include the following:

(a) assist in the evaluation of the Company's businesses and prospects;

(b) assist in the development of the Company's long-term business plan and related financial projections;

(c) assist in the development of financial data and presentations to the Company's Board of Directors, various creditors and/or other third parties;

(d) analyze the Company's financial liquidity and evaluate alternatives to improve such liquidity;

(e) analyze various Restructuring scenarios and the potential impact of these scenarios on the recoveries of those stakeholders impacted by the Restructuring;

(f) provide strategic advice with regard to any proposed restructuring or refinancing the Company's Obligations;

(g) evaluate the Company's debt capacity and alternative capital structures;

(h) participate in negotiations among the Company and its creditors, suppliers, lessors, and other interested parties and/or potential financing parties;

(i) value securities offered by the Company in connection with a Restructuring;

(j) provide financial and valuation advice and assistance to the Company in developing and seeking approval of an in-court Restructuring (including a Chapter 11 plan);

(k) advise the Company and negotiate with lenders with respect to potential waivers or amendments of various credit facilities;

(l) assist in arranging financing for the Company, as requested;

(m) provide expert witness testimony concerning any of the subjects encompassed by the other investment banking services; and

(n) provide such other advisory services as are customarily provided in connection with the analysis and negotiation of a transaction similar to a potential Restructuring and/or Capital Raise, as requested and mutually agreed.

Notwithstanding anything contained in this Agreement to the contrary, PJT Partners shall have no responsibility for designing or implementing any initiatives to improve the Company's operations, profitability, cash management or liquidity. PJT Partners makes no representations or warranties about the Company's ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Restructuring or Capital Raise. PJT Partners is retained under this Agreement solely to provide advice regarding a Restructuring and/or Capital Raise and is not being retained to provide "crisis management" or any legal, tax, accounting, or actuarial advice. It is understood and agreed that nothing contained herein shall constitute a commitment, express or implied, on the part of PJT Partners to underwrite, purchase or place any securities, in a financing or otherwise.

The Company will pay the following fees to PJT Partners for its investment banking services:

(i) a monthly advisory fee (the "Monthly Fee") in the amount of $175,000 per month, payable by the Company in cash as follows: (a) to the extent that the Effective Date occurs after the 1st day of the month, for the period beginning on the Effective Date through the end of the first calendar month (the "Stub Period"), a pro-rated monthly fee in advance upon execution of this Agreement; (b) for the first full calendar month following the Stub Period, if applicable, or the Effective Date if there is no Stub Period, in advance upon execution of this Agreement; and (c) for each month thereafter, in advance on the first day of each month. Fifty percent (50%) of the first $1,050,000 in Monthly Fees paid to PJT Partners under either this Agreement and/or the Prior Letter (representing 6 months x $175,000) shall be credited, once and without duplication, against any Restructuring and/or Capital Raising Fee (each as defined below) payable hereunder (with the maximum amount of crediting against all such fees equal to $525,000); provided that, in the event of a Chapter 11 filing by the Company, any such credit of fees contemplated by the foregoing sentence shall apply only in the event that all fees earned by PJT Partners pursuant to this Agreement are approved in their entirety by the Bankruptcy Court pursuant to a final order not subject to appeal and which order is acceptable in all respects to PJT Partners;

(ii) a capital raise fee (the "**Capital Raising Fee**") for any Capital Raise, earned and payable upon the earlier of the receipt of a binding commitment letter and the closing of such Capital Raise. If access to the financing is limited by orders of the bankruptcy court, a proportionate fee shall be payable with respect to each available commitment (irrespective of availability blocks, borrowing base, or other similar restrictions). The Capital Raising Fee will be calculated as 1.50% of the total issuance and/or committed amount of senior debt financing, excluding senior debt financing that is or may (or is anticipated in the future to) constitute a Structured Financing (as defined below), 3.00% of the total issuance and/or committed amount of (A) Structured Financing, (B) junior debt financing, or (C) unsecured debt financing (including, without limitation, financing that is junior in right of payment, second lien, subordinated (structurally or otherwise) and unsecured debt), and 5.00% of the issuance and/or committed amount of equity financing, in each case, including by means of a back-stop commitment; provided that, (1) the minimum Capital Raise Fee in respect of any Capital Raise shall be $750,000, (2) in the event that the Company consummates a debtor-in-possession ("**DIP**") financing facility within 90 days following the closing of the currently contemplated bridge loan (the "**Bridge Loan**", and such DIP facility the "**Initial DIP Facility**"), the amount of the Capital Raising Fee paid to PJT Partners in respect of the Bridge Loan shall be included for purposes of determining whether the requirement set forth in the immediately preceding clause (1) has been satisfied in respect of the Initial DIP Facility, and (3) if any portion of the debt or equity financing is raised from Apax Partners, LLP or its affiliates (collectively the "**Sponsor**"), then PJT Partners shall be entitled to receive 50% of the Capital Raising Fee (the "**Sponsor Capital Raising Fee**") to which it otherwise would have been entitled in respect of any debt or equity financing raised from the Sponsor. As used herein, "**Structured Financing**" shall mean senior debt (A) issued at (or intended to be moved to or owed or guaranteed by) a non-guarantor of the Company's funded debt and/or (B) issued at (or intended to be moved to or owed or guaranteed by) an unrestricted subsidiary of the Company and/or (C) issued at borrower entities in the restricted group as to which debt additional credit support is provided by an entity that was not previously (or is not expected to be going forward) a guarantor of the Company's funded debt and/or (D) as to which liens are granted in respect of additional collateral not already pledged for the benefit of the Company's funded debt;

(iii) an additional fee (the "**Restructuring Fee**") equal to $7,000,000 earned and payable upon consummation of a Restructuring, which, for the avoidance of doubt, shall be payable no more than once hereunder. Except as otherwise provided herein, a Restructuring shall be deemed to have been consummated upon (a) in the case of an out-of-court Restructuring, the closing of the Restructuring, including, to the extent applicable the binding execution and effectiveness of all necessary waivers, consents, amendments or restructuring agreements between the Company and its creditors involving (1) the compromise of the face amount of any of the Obligations, (2) the conversion of all or part of such Obligations into alternative securities, including equity, or (3) any other Restructuring; or (b) in the case of an in-court Restructuring, the consummation of a Chapter 11 plan or any other Restructuring pursuant to an order of the Bankruptcy Court or other applicable court; *provided* that in the event that the Company attempts to implement the Restructuring in whole or in part by means of an exchange offer, then the Restructuring Fee shall be earned and payable upon consummation of such exchange offer; and

(iv) reimbursement of all reasonable and documented out-of-pocket expenses incurred during this engagement, including, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, reasonable fees and reasonable and documented, out-of-pocket expenses of PJT Partners' outside counsel (without the requirement that the retention of such counsel be approved by the court in any bankruptcy case) and other necessary expenditures, payable upon rendition of invoices setting forth in reasonable detail the nature and amount of such expenses. In connection therewith the Company shall pay PJT Partners on the Effective Date and maintain thereafter a $25,000 expense advance for which PJT Partners shall account upon termination of this Agreement.

PJT Partners will direct all communications and notices regarding financial matters, including billing, to the contacts designated by the Company on Schedule I (the "**Company Financial Matters Contacts**"). Please note that invoices will be provided by PJT Partners and will only be sent from the email address pjtaccountingus@pjtpartners.com and any invoices in excess of $500,000 will be provided to the Company Financial Matters Contacts in an encrypted form or other secure manner and subject to an authentication process. Payments to PJT Partners shall be made pursuant to the wire instructions set forth on the invoices. Any notices and communications regarding financial matters, including billing, from the Company shall be directed to one of the PJT Partners financial matters contacts set forth on Schedule I.

All amounts herein are stated in U.S. dollars and all payments under this Agreement shall be paid in immediately available funds in U.S. dollars, free and clear of any tax, assessment, or other governmental charge (with appropriate gross-up for withholding taxes). If any amount to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted in U.S. dollars at the prevailing exchange rate on the date such amount is paid.

In the event that the Company is or becomes a debtor under Chapter 11, the Company shall use its best efforts to promptly apply to the bankruptcy court having jurisdiction over the Chapter 11 case or cases (the "**Bankruptcy Court**") for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of (A) this Agreement, including the attached expense, indemnity and limitation of liability agreement attached hereto as Attachment A (the "**Indemnity Agreement**") , and (B) PJT Partners' retention by the Company under the terms of this Agreement and subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company shall supply PJT Partners with a draft of such application and any proposed order authorizing PJT Partners' retention sufficiently in advance of the filing of such application and proposed order to enable PJT Partners and its counsel to review and comment thereon.

PJT Partners shall have no obligation to provide any services under this Agreement in the event that the Company becomes a debtor under Chapter 11 unless PJT Partners' retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by a final order entered by the Bankruptcy Court that is no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to PJT Partners in all respects.

The Company will use its commercially reasonable efforts to ensure that PJT Partners' post-petition compensation, expense reimbursements and payment received or payable pursuant to the provisions of the Indemnity Agreement shall be entitled to priority as expenses of administration under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and shall be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect pursuant to one or more cash collateral and/or financing orders entered by the Bankruptcy Court. Following entry of an order authorizing PJT Partners' retention, the Company will assist PJT Partners in preparing, filing, and serving fee statements, interim fee applications, and a final fee application. The Company will support PJT Partners' fee applications that are consistent with this Agreement in papers filed with the Bankruptcy Court and during any Bankruptcy Court hearing. The Company will pay promptly the fees and reasonable and documented out-of-pocket expenses of PJT Partners, in each case, which are both (i) owed pursuant to this Agreement and (ii) approved by the Bankruptcy Court in accordance with the orders of the Bankruptcy Court.

PJT Partners acknowledges that in the event that the Bankruptcy Court approves its retention by the Company, PJT Partners' fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders; provided, however, that, to the extent time records are required, PJT Partners will keep them in one-half hour increments and, provided further, that PJT Partners shall not be required to maintain receipts for expenses in amounts less than $75. In the event that the Company becomes a debtor under Chapter 11 and PJT Partners' engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and reasonable and documented out-of-pocket expenses of PJT

Partners hereunder as promptly as practicable in accordance with the terms hereof. Prior to commencing a Chapter 11 case, the Company shall pay all invoiced amounts to PJT Partners in immediately available funds by wire transfer.

With respect to PJT Partners' retention under sections 327 and 328 of the Bankruptcy Code, the Company acknowledges and agrees that PJT Partners' restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities, some or all of which may be required by the Company during the term of PJT Partners' engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit to the Company of PJT Partners' services hereunder could not be measured merely by reference to the number of hours to be expended by PJT Partners' professionals in the performance of such services. The Company also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of PJT Partners and its professionals hereunder over the life of the engagement, and in light of the fact that such commitment may foreclose other opportunities for PJT Partners and that the actual time and commitment required of PJT Partners and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm. In addition, given the numerous issues which PJT Partners may be required to address in the performance of its services hereunder, PJT Partners' commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for PJT Partners' services for engagements of this nature in an out-of-court context, the Company agrees that the fee arrangements hereunder (including the Monthly Fee, Capital Raising Fee and Restructuring Fee) are reasonable under the standards set forth in 11 U.S.C. Section 328(a).

The advisory services and compensation arrangement set forth in this Agreement do not encompass other investment banking services or transactions that may be undertaken by PJT Partners at the request of the Company, including the arranging of debt or equity capital (except as provided above), providing mergers and acquisitions advice, issuing fairness opinions, acting as dealer-manager in respect of an exchange or any other specific services not set forth in this Agreement. The terms and conditions of any such investment banking services, including compensation arrangements, would be set forth in a separate written agreement between PJT Partners and the appropriate party.

PJT Partners acknowledges that it has agreed to maintain the confidentiality of material non-public information provided to it by or at the request of the Company under and pursuant to the terms of that certain confidentiality agreement dated as of March 31, 2023 (the "**Confidentiality Agreement**"). This Agreement and all information provided by or at the request of the Company to PJT Partners shall remain subject to the terms and conditions of the Confidentiality Agreement. For the avoidance of doubt, PJT Partners may provide nonpublic Information (as defined below) to prospective transaction parties as contemplated by this Agreement, subject to such parties executing appropriate confidentiality agreements with the Company.

The Company will use commercially reasonable efforts to furnish or cause to be furnished to PJT Partners such information as PJT Partners reasonably believes appropriate to its assignment (all such information so furnished being the "**Information**"). The Company further agrees that it will provide PJT Partners with reasonable access to the Company and its directors, officers, employees, accountants, counsel, and other advisers. To the best of the Company's knowledge, the Information will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. During the term of the engagement, the Company shall use commercially reasonable efforts to inform PJT Partners promptly upon becoming aware of any material developments relating to the Company which the Company reasonably expects may impact the proposed Restructuring and/or Capital Raise or if the Company becomes aware that any Information provided to PJT Partners is, or has become, untrue, unfair, inaccurate or misleading in any material way. Furthermore, the Company warrants and undertakes to PJT Partners that, in respect of all Information supplied by the Company, the Company has not obtained any such Information other than by lawful means and that disclosure to PJT Partners will not breach any agreement or duty of confidentiality owed to third parties. The Company recognizes and confirms that PJT Partners (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having independently verified the same, (b) does not assume responsibility for the accuracy or completeness of the Information and such other information, (c) is entitled to rely upon the Information without independent verification. and (d) will not make an appraisal of any assets in connection with its assignment.

In the event that the Information belonging to the Company is stored electronically on PJT Partners' computer systems, PJT Partners shall not be liable for any damages resulting from unauthorized access, misuse or alteration of such information by persons not acting on its behalf, provided that PJT Partners exercises the same degree of care in protecting the confidentiality of, and in preventing unauthorized access to, the Company's information that it exercises with regard to its own most sensitive proprietary information.

Except as required by applicable law, any advice to be provided by PJT Partners under this Agreement shall not be disclosed publicly or made available to third parties (other than the Company's other professional advisors or, if appropriate, in the reasonable judgment of the counsel to the Company, in any filings in a Chapter 11 proceeding) without the prior written consent of PJT Partners. In the event disclosure is required by subpoena or court order, the Company will provide PJT Partners with reasonable advance notice and permit PJT Partners to comments on the form and content of the disclosure. All services, advice and information and reports provided by PJT Partners to the Company in connection with this assignment shall be for the sole benefit of the Vyaire Medical, Inc. and shall not be relied upon by any other person.

The Company acknowledges and agrees that PJT Partners will provide its investment banking services exclusively to the members of the Board of Directors and senior management of the Company and not to the Company's shareholders or other constituencies. The Board of Directors and senior management will make all decisions for the Company regarding whether and how the Company will pursue a Restructuring and/or Capital Raise and on what terms and by what process. In so doing, the Board of Directors and senior management will also obtain the advice of the Company's legal, tax and other business advisors and consider such other factors which they consider appropriate before exercising their independent business judgment in respect of a Restructuring and/or Capital Raise. The Company further acknowledges and agrees that PJT Partners has been retained to act solely as investment banker to the Company and does not in such capacity act as a fiduciary or agent for the Company or any other person. PJT Partners shall act as an independent contractor and any duties of PJT Partners arising out of its engagement pursuant to this Agreement shall be owed solely to the Company. Following the public announcement, a Restructuring and/or Capital Raise, PJT Partners may, at its own expense, place tombstones on its marketing materials, including its website, describing PJT Partners' services hereunder and the Company agrees that PJT Partners may use the Company's logo in any such tombstones. PJT Partners will not discuss or disclose the confidential terms or other details of any transaction that have not already been made public in its marketing without the consent of the Company. In any press release or other public announcement made by the Company regarding a Restructuring and/or Capital Raise that references the services hereunder, the Company shall include a mutually acceptable reference to PJT Partners LP unless otherwise directed by PJT Partners.

In consideration of PJT Partners' agreement to provide investment banking services to the Company in connection with this Agreement, it is agreed that the Company will indemnify PJT Partners and its agents, representatives, members, and employees pursuant to the Indemnity Agreement. The Indemnity Agreement is an integral part of this Agreement, and the terms thereof are incorporated by reference herein.

PJT Partners' engagement hereunder commenced on the Effective Date and will continue until the earlier of consummation of a Restructuring or thirty (30) days after either the Company or PJT Partners shall have notified the other party in writing of the termination of this Agreement; termination for cause by either party will occur immediately following such written notice. Notwithstanding the foregoing, (a) the provisions relating to the payment of fees and reasonable and documented out-of-pocket expenses accrued through the date of termination, the status of PJT Partners as an independent contractor, the limitation as to whom PJT Partners shall owe any duties, and any other provision of this Agreement that, by its terms, survives termination, will survive any such termination, (b) any such termination shall not affect the Company's obligations under the Indemnity Agreement or PJT Partners' confidentiality obligations pursuant to the Confidentiality Agreement. Without limiting the foregoing, PJT Partners shall be entitled to the Capital Raising Fee and/or Restructuring Fee, as applicable, in the event that, at any time prior to the expiration of 12 months following the written termination of this Agreement either (i) a Restructuring or Capital Raise, as applicable, is consummated or (ii) a definitive agreement with respect to a Restructuring or Capital Raise is executed and any Restructuring or Capital Raise is thereafter consummated; provided that, a Restructuring Fee and/or Capital Raise Fee shall not be payable in the event (i) PJT Partners terminates this Agreement without cause or (ii) PJT Partners is terminated in writing for Cause. As used in clause (ii) of the immediately preceding sentence, "**Cause**" shall mean a final judicial determination of the gross negligence, willful misconduct, or fraud of PJT Partners in performing the services that are the subject of this Agreement or a material breach by PJT Partners of the terms of this Agreement, which, if such breach is capable of being cured, remains uncured following written notice and a reasonable opportunity to cure.

The Company represents that neither it nor any of its affiliates under common control, nor, to the knowledge of the Company, any of their respective directors or officers, is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is: (i) a Person with whom dealings are prohibited or restricted under U.S. economic sanctions (including those administered or enforced by the

U.S. Department of Treasury's Office of Foreign Assets Control and the U.S. Department of State) or under sanctions imposed by the United Nations Security Council, Canada, the European Union, or member countries of the European Union; (ii) a Person that is the subject to anti-money laundering prohibitions, restrictions, or sanctions specifically imposed on such Person by the United States, Canada, the European Union, member countries of the European Union, or any other relevant jurisdiction; or (iii) to the knowledge of the Company, not in compliance in all material respects with all applicable anti-money laundering laws and Sanctions laws.

The Company should be aware that PJT Partners and/or its affiliates may be providing or may in the future provide financial or other services to other parties with conflicting interests. Consistent with PJT Partners' policy to hold in confidence the affairs of its clients, PJT Partners will not use confidential information obtained from the Company except in connection with PJT Partners' services to, and PJT Partners' relationship with, the Company, nor will PJT Partners use on the Company's behalf or have any obligation to disclose or otherwise have any liability with respect to any confidential information obtained from any other client. Notwithstanding anything to the contrary provided elsewhere herein, the Company expressly acknowledges and agrees that none of the provisions of this Agreement shall in any way restrict PJT Partners from being engaged or mandated by any third party, or otherwise participating or assisting with any transaction involving any other party, other than a transaction that is the subject of this Agreement prior to the termination of this Agreement.

Each of Vyaire Holding Company and Vyaire Medical, Inc. hereby represents and warrants that (a) it is duly authorized to execute and deliver this Agreement for and on behalf of each of its direct and indirect subsidiaries listed on Schedule II hereto and (b) the execution and delivery of this Agreement and the performance of the obligations of Vyaire Holding Company and Vyaire Medical, Inc. and each of their respective direct and indirect subsidiaries listed on Schedule II hereto under this Agreement has been duly authorized and this Agreement constitutes a valid and legal agreement binding on each such party and enforceable in accordance with its terms.

This Agreement (including the Indemnity Agreement) and the Confidentiality Agreement embody the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect or impair such provision or the remaining provisions of this Agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby. This Agreement and any dispute or claim that may arise out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

The Company hereby agrees that any action or proceeding brought by the Company against PJT Partners based hereon or arising out of PJT Partners' engagement hereunder, shall be brought and maintained by the Company exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; provided, if the Company commences a Chapter 11 case, all legal proceedings pertaining to this engagement arising after such case is commenced shall be brought in the Bankruptcy Court handling such case. The Company irrevocably submits to the jurisdiction of the courts of the State of New York located in the City and County of New York and the United States District Court for the Southern District of New York and appellate courts from any thereof for the purpose of any action or proceeding based hereon or arising out of PJT Partners' engagement hereunder and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. The Company hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter may have to the laying of venue of any such action or proceeding brought in any such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

Notices. Any notices required or permitted to be given hereunder by either party hereto to the other will be given in writing (i) by personal delivery, email or facsimile transmission, (ii) by nationally-recognized overnight delivery company or (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other party hereto as set forth on Schedule I (or to such other address as the other party hereto may request in writing by notice given pursuant to this section). Notices will be deemed received on the earliest of: (a) if personally delivered, emailed, or sent via facsimile, the same day; (b) if sent by overnight delivery company, on the second working day after the day it was sent; or (c) if sent by mail, when actually received.

This Agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this Agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

[SIGNATURE PAGE FOLLOWS]

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to PJT Partners the duplicate copy of this Agreement and the Indemnity Agreement.

Very truly yours,

PJT PARTNERS LP

By: ____
Name: James Baird
Title: Partner

Accepted and Agreed to as
of the date first written above:

VYAIRE MEDICAL, INC.
(on behalf of itself and its direct and indirect subsidiaries listed on Schedule II hereto)

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group CFO

VYAIRE HOLDING COMPANY
(on behalf of itself and its direct and indirect subsidiaries listed on Schedule II hereto)

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Executive Vice President, Chief Financial Officer

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to PJT Partners the duplicate copy of this Agreement and the Indemnity Agreement.

Very truly yours,

PJT PARTNERS LP

By: ______________________
Name: James Baird
Title: Partner

Accepted and Agreed to as
of the date first written above:

VYAIRE MEDICAL, INC.
(on behalf of itself and its direct and indirect subsidiaries listed on Schedule II hereto)

By: ______________________
Name:
Title:

VYAIRE HOLDING COMPANY
(on behalf of itself and its direct and indirect subsidiaries listed on Schedule II hereto)

By: ______________________
Name:
Title:

ATTACHMENT A

April 25, 2024

PJT Partners LP
280 Park Avenue
New York, NY 10017

EXPENSE, INDEMNITY AND LIMITATION OF LIABILITY AGREEMENT

Ladies and Gentlemen:

This letter will confirm that PJT Partners LP ("**PJT Partners**") has been engaged by Vyaire Holding Company and Vyaire Medical, Inc. (collectively, together with each of their direct and indirect subsidiaries, the "**Company**") in connection with the matters referred to in the letter of agreement, dated as of April 25, 2024, by and between PJT Partners and the Company (the "**Engagement Letter**"). In connection with the engagement of PJT Partners to advise and assist the Company as described in the attached Engagement Letter (the "**Engagement**"), in the event that PJT Partners becomes involved in any capacity in any claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "**Proceeding**") in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, the Company agrees to indemnify, defend and hold PJT Partners and its affiliates, and their respective current and former directors, officers, agents, employees, attorneys and other representatives and the successors and assigns of all of the foregoing persons (each a "**PJT Party**") harmless to the fullest extent permitted by law, from and against any losses, claims, damages, fines, penalties, liabilities and actual and reasonable out-of-pocket expenses ("**Losses**"), whether they be joint or several, in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such Losses resulted from the gross negligence, bad faith, willful misconduct, fraud, or the material breach of PJT Partners' confidentiality obligations under the Confidentiality Agreement (as defined in the Engagement Letter) by, such PJT Party; *provided* that, and notwithstanding anything to the contrary contained herein, a Proceeding shall not include any action or proceeding exclusively between PJT Parties that is not initiated or brought in connection with a Proceeding by a third party in which PJT Parties become involved in a matter otherwise covered by this Indemnity Agreement. In the event that any PJT Party becomes involved in any capacity in any Proceeding (regardless of whether or not such or any PJT Party is a party to or the subject of such Proceeding) in connection with any matter in any way relating to or referred to in the Engagement

Letter or arising out of the matters contemplated by the Engagement Letter (including, without limitation, in enforcing the Engagement Letter, except in respect of any bona fide dispute by the Company of any fees or expenses invoiced to the Company by PJT Partners under the Engagement Letter unless and until PJT Partners prevails in such dispute), the Company will reimburse such PJT Party for its reasonable and documented out-of-pocket legal and other expenses (including the cost of any investigation and preparation) as such expenses are reasonably incurred by such PJT Party in connection therewith and invoiced to the Company pursuant to the Engagement Letter. The Company also agrees to reasonably cooperate with any PJT Party and to give, so far as it is able to procure the giving of, all such information and render all such assistance to such PJT Party as such PJT Party may reasonably request in connection with any Proceeding and not to take any action which might reasonably be expected to prejudice the position of any PJT Party in relation to any Proceeding without the consent of PJT Partners (such consent not to be unreasonably withheld, conditioned, or delayed); *provided* that nothing herein shall require the Company to take any action that would prejudice the Company. In the event that any PJT Party is requested or authorized by the Company or required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, arising as a result of or in connection with the matters referred to in the Engagement Letter, the Company will pay PJT Partners the fees and reasonable and documented, out-of-pocket expenses of its counsel (supported by detailed time entries, including applicable hourly rates and fee details by earner) incurred in responding to such a request.

If such indemnification is for any reason not available or insufficient to hold a PJT Party harmless, the Company agrees to contribute to the Losses involved in the proportion appropriate to reflect the relative benefits received or sought to be received by the Company and its security holders and affiliates and other constituencies, on the one hand, and the PJT Party, on the other hand, in connection with the matters contemplated by the Engagement Letter, or, if such allocation is determined by a court or arbitral tribunal to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Company or its security holders and affiliates or other constituencies, on the one hand, and of the PJT Parties, on the other hand; <u>provided</u>, <u>however</u>, that, to the extent permitted by applicable law, the PJT Parties shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received by PJT Partners from the Company pursuant to the Engagement Letter. The Company agrees that for the purposes of this paragraph the relative benefits received, or sought to be received, by the Company and its security holders and affiliates and other constituencies, on the one hand, and the PJT Party, on the other hand, in connection with the matters contemplated by the Engagement Letter shall be deemed to be in the same proportion that the total value received or paid or contemplated to be received or paid by the Company or its security holders or affiliates and other constituencies, as the case may be, as a result of or in connection with the matters (whether or not consummated) for which PJT Partners has been retained to perform financial services bears to the fees paid to PJT Partners under the Engagement Letter; <u>provided</u>, <u>however</u>, to the extent permitted by applicable law, the PJT Parties, taken together, shall not be liable for Losses which in the aggregate are in excess of the amount of fees actually received by PJT Partners from the Company pursuant to the Engagement Letter (exclusive of amounts paid for reimbursement of reasonable and documented out-of-pocket expenses under the Engagement Letter).

The Company agrees that no PJT Party shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any Losses incurred by the Company resulted from the gross negligence, bad faith, willful misconduct, fraud, or the material breach of PJT Partners' confidentiality obligations under the Confidentiality Agreement by PJT Partners (other than with respect to actions taken at the direction or request of the Company).

If any Proceeding shall be brought, threatened or asserted against a PJT Party in respect of which indemnity or contribution may be sought against the Company, PJT Partners shall promptly notify the Company in writing; provided that failure to so notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall have been actually materially prejudiced by such failure. The Company, upon the written request of such PJT Party, shall or, upon written notice to such PJT Party, may elect to, assume the defense of such Proceeding, at the Company's own expense, with counsel reasonably satisfactory to such PJT Party. Such PJT Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such PJT Party unless (a) the Company has agreed in writing to pay such fees and expenses, (b) the Company has failed to assume the defense, pursue the defense reasonably diligently or to employ counsel in a reasonably timely manner, (c) outside counsel to such PJT Party has advised such PJT Party in writing that in such Proceeding there is an actual or potential conflict of interest or a conflict on any material issue between the Company's position and the position of such PJT Party or (d) the named parties to any such Proceeding (including any impleaded parties) include such PJT Party and the Company, and outside counsel to such PJT Party has advised such PJT Party that there may be one or more legal defenses available to such PJT Party which are different from or in addition to those available to the Company.

The Company agrees that, without PJT Partners' prior written consent (which shall not be unreasonably withheld, conditioned or delayed), it will not settle, compromise or consent to the entry of any judgment in any pending or threatened Proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not a PJT Party is an actual or potential party to such Proceeding), or otherwise directly or indirectly facilitate or participate in any such settlement, compromise or consent by any director, officer or affiliate of the Company, unless such settlement, compromise or consent (a) includes an explicit and unconditional release from the settling, compromising or consenting party of each PJT Party from all liability arising out of such Proceeding and (b) does not contain any factual or legal admission by or with respect to any PJT Party or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of any PJT Party or any action or inaction by each PJT Party. No PJT Party seeking indemnification, reimbursement or contribution under this letter agreement will, without the Company's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed), settle, compromise, consent to the entry of any judgment or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification, reimbursement or contribution may be sought.

The Company's reimbursement, indemnification and contribution obligations under this letter agreement shall be in addition to any liability which the Company may otherwise have at law or in equity, shall not be limited by any rights PJT Partners or any other PJT Party may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, PJT Partners and any other PJT Party.

This agreement (together with the Engagement Letter) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this agreement is determined to be invalid or unenforceable in any respect, such determination will not affect or impair such provision or the remaining provisions of this agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this letter agreement shall be effective unless in writing and signed by each party to be bound thereby.

The Company hereby agrees that any action or proceeding brought by the Company against PJT Partners based hereon or arising out of PJT Partners' engagement hereunder, shall be brought and maintained by the Company exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; provided, if the Company commences a Chapter 11 case, all legal proceedings pertaining to this engagement arising after such case is commenced shall be brought in the Bankruptcy Court handling such case. The Company irrevocably submits to the jurisdiction of the courts of the State of New York located in the City and County of New York and the United States District Court for the Southern District of New York and appellate courts from any thereof for the purpose of any action or proceeding based hereon or arising out of PJT Partners' engagement hereunder and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. The Company hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter may have to the laying of venue of any such action or proceeding brought in any such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

This agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

The provisions of this agreement shall apply to the Engagement, as well as any additional engagement of PJT Partners by us in connection with the matters which are the subject of the Engagement, and any modification of the Engagement or additional engagement and shall remain in full force and effect regardless of any termination or the completion of your services under the Engagement Letter.

[SIGNATURE PAGE FOLLOWS]

Vyaire Holding Company
Vyaire Medical, Inc.
April 24, 2024

Each of Vyaire Holding Company and Vyaire Medical, Inc. hereby represents and warrants that (a) it is duly authorized to execute and deliver this agreement for and on behalf of each of its direct and indirect subsidiaries listed on Schedule II to the Engagement Letter and (b) the execution and delivery of this agreement and the performance of the obligations of Vyaire Holding Company and Vyaire Medical, Inc. and each of their respective direct and indirect subsidiaries listed on Schedule II to the Engagement Letter under this agreement has been duly authorized and this agreement constitutes a valid and legal agreement binding on each such party and enforceable in accordance with its terms.

This agreement and the Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

Very truly yours,

VYAIRE MEDICAL, INC.
(on behalf of itself and its direct and indirect subsidiaries listed on Schedule II to the Engagement Letter)

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group CFO

VYAIRE HOLDING COMPANY
(on behalf of itself and its direct and indirect subsidiaries listed on Schedule II to the Engagement Letter)

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Executive Vice President, Chief Financial Officer

Accepted and Agreed to as
of the date first written above:

PJT PARTNERS LP

By: ____
Name: James Baird
Title: Partner

Vyaire Holding Company
Vyaire Medical, Inc.
April 25, 2024

Accepted and Agreed to as
of the date first written above:

PJT PARTNERS LP

By: ______________________________
Name: James Baird
Title: Partner

Schedule I

Notices

Financial Matters Contacts: All communications and notices related to financial matters, including billing, shall be addressed to the following:

If to PJT Partners:
PJT Partners LP
280 Park Avenue
New York, NY 10017

Attention to either:

- Arun Kalra, Director of Finance; kalra@pjtpartners.com; 212.364.3878
- Yun Rim, Global Controller; rim@pjtpartners.com; 212.364.7131

If to the Company:
Vyaire Medical, Inc.
26126 N Riverwoods Blvd
Mettawa, IL 60045
Attention:

- Vikram Bajaj, Chief Financial Officer; Vikram.bajaj@vyaire.com; 210.542.4396
- Rachel Lisenby, Associate General Counsel; Rachel.Lisenby@vyaire.com

All other notices shall be addressed to the following:

If to PJT Partners:
PJT Partners LP
280 Park Avenue
New York, NY 10017
Attention:

- David Travin, General Counsel; travin@pjtpartners.com; 212.364.5003

If to the Company:
Vyaire Medical, Inc.
26126 N Riverwoods Blvd
Mettawa, IL 60045
Attention:

- Vikram Bajaj, Chief Financial Officer; Vikram.bajaj@vyaire.com; 210.542.4396
- Rachel Lisenby, Associate General Counsel; Rachel.Lisenby@vyaire.com

Schedule II

Subsidiaries

1. Vyaire Company
2. Vyaire Medical, Inc.
3. Vyaire Finance B.V.
4. Vyaire Medical LLC
5. Vyaire Medical BR LLC
6. Vyaire Medical Capital LLC
7. Vyaire Medical International LLC
8. Vyaire Medical MX LLC
9. Vyaire Medical Payroll LLC
10. Vyaire Medical 202, Inc.
11. Vital Signs Sales Corporation
12. Vital Signs, Inc.
13. Bird Products Corporation
14. Vyaire Medical 203, Inc.
15. Vyaire Medical 205, Inc.
16. Vyaire Medical 206, Inc.
17. Vyaire Medical 211, Inc.
18. EME Medical, Inc.
19. Sensormedics Corporation
20. Viasys Holdings Inc.
21. Ciel Medical, Inc.
22. Revolutionary Medical Devices, Inc.
23. Vyaire Medical Pty Limited
24. Intermed Equipamento Medico Hospitalar LTDA
25. STAR – Servicos de Assistencia Technica a Equipamento Medico Hospitalar LTDA
26. Vyaire Medical ULC
27. Vyaire Medical Products ULC
28. Beijing Branch of Vyaire Medical Products (Shanghai) Co., Ltd.
29. Shenzhen Vital Signs-KTL Medical Instruments Co. Ltd.
30. Vyaire Medical Products (Shanghai) Co., Ltd.
31. Vyaire Medical Denmark Branch, Filial of Vyaire Medical AB
32. Vyaire Medical Oy
33. Vyaire Medical SAS
34. MIM Medizinische Instrumente und Monitoring GmbH
35. Vyaire GmbH
36. Vyaire Medical GmbH
37. Vyaire Medical Hong Kong Limited
38. Vyaire Medical Products Limited Magyarországi Közvetlen Kereskedelmi Képviselete
39. Vyaire Medical Private Limited

40. Vyaire Medical S.r.l.
41. Vyaire S.r.l.
42. Vyaire Medical G.K.
43. Vyaire Medical SDN BHD
44. Productos Urologos de Mexico, S.A. de C.V.
45. Vyaire B.V.
46. Vyaire Medical B.V.
47. Vyaire Medical Coöperatief U.A.
48. Vyaire Medical Holdings B.V.
49. Vyaire Medical International B.V.
50. Vyaire Medical Products Limited (Spółka z ograniczoną odpowiedzialnością) - Poland Branch
51. Vyaire Limited Liability Company ("Vyaire LLC") Общество с ограниченной ответственностью «Вайэир»
52. imtmedical Pte. Ltd.
53. Vyaire Medical Pte. Ltd.
54. Vyaire Medical Korea Limited
55. Vyaire Medical, S.L.
56. Vyaire Medical AB
57. Acutronic Medical Systems AG
58. Advanced Respiratory Care AG
59. Imtmedical ag
60. Vyaire Medical Sarl
61. Vyaire Turkey Tibbi Cihazlar Ticaret Anonim Sirketi
62. Vyaire DMCC
63. CareFusion U.K. 232 Limited
64. CareFusion U.K. 235 Limited
65. Vyaire Medical Products Limited
66. Vyaire UK 236 Limited

Exhibit C

Baird 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 JAMIE BAIRD IN SUPPORT OF THE APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF PJT PARTNERS LP AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN INFORMATION REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2, AND (III) GRANTING RELATED RELIEF

I, James H. Baird, III, being duly sworn, state the following under penalty of perjury:

1. I am a Partner in the Restructuring and Special Situations Group ("RSSG") at PJT Partners LP ("PJT"). I am duly authorized to make this declaration (the "Declaration") on behalf of PJT and submit this Declaration in accordance with sections 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") in connection with the application (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), seek an order approving the retention of PJT as their investment banker, pursuant to sections 327 and 328(a) of the Bankruptcy Code, effective as of the Petition Date.[2]

[1] 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 used but not otherwise defined herein have the meanings ascribed to such terms in the Application or the Engagement Letter, as applicable.

2. Except as otherwise indicated, all statements in this Declaration are based on my personal knowledge of PJT's engagement with the Debtors, my discussions with other members of the PJT team and the Debtors' other advisors, my review of relevant documents, and/or my opinion based upon my experience. If called to testify, I could and would testify to each of the facts set forth herein based on such personal knowledge, discussions, review of documents, and/or opinion. To the extent that any information disclosed herein requires subsequent amendment or modification upon PJT's completion of further analysis or as additional creditor information becomes available to it, one or more supplemental declarations will be submitted to the court reflecting the same.

PJT's Qualifications

3. I believe that PJT and the professionals it employs are uniquely qualified to advise the Debtors in the matters for which PJT is proposed to be employed.

4. PJT's RSSG is one of the leading advisors to companies and creditors in restructurings and bankruptcies. PJT was spun off from The Blackstone Group L.P. ("Blackstone") effective October 1, 2015. Upon the consummation of the spinoff, Blackstone's restructuring and reorganization advisory group became a part of PJT, and Blackstone's restructuring professionals became employees of PJT. The former Blackstone restructuring professionals, in their capacity as PJT employees, have been providing their clients with the same high-quality restructuring services that Blackstone had itself provided since the formation of its restructuring advisory practice approximately 33 years ago. PJT professionals have extensive experience working with financially troubled companies in complex financial restructurings. Since 1991, PJT professionals have advised on several hundreds of distressed situations, both in and out of court.

5. The partners and members of PJT's RSSG have assisted and advised in numerous chapter 11 cases. In particular, the partners and members of PJT's RSSG have provided services to debtors, creditors' committees, and other constituencies in numerous chapter 11 cases, including, among others: AbitibiBowater Inc.; Aegean Marine Petroleum Network Inc.; Adelphia Communications Corporation; Allen Systems Group, Inc.; Ambac Financial Group, Inc.; Apex Silver Mines Ltd.; Arch Coal, Inc.; Arsenal Resources Development LLC; Ascent Resources Marcellus Holdings, LLC; The Bon-Ton Stores, Inc.; Careismatic Brands; Caesars Entertainment Operating Corporation; Cengage Learning, Inc.; Chaparral Energy LLC; CHC Group Ltd.; Cineworld Group plc; Cumulus Media Inc.; Delta Air Lines, Inc.; Dixie Electric, LLC; Dynegy Inc.; Eastman Kodak Company; Edison Mission Energy; Energy Future Holdings Corporation; Energy XXI Ltd.; Endeavor International Corporation; Energy & Exploration Partners, Inc.; Enron Corporation; EP Energy Corporation; Excel Maritime Carriers, Ltd.; EXCO Resources, Inc.; FirstEnergy Solutions Corp.; Flag Telecom Holdings Limited; Flying J. Inc.; FullBeauty Brands Holding Corp.; Fusion Connect, Inc.; Genco Shipping & Trading Limited; General Motors Corporation; Global Crossing Ltd.; Hálcon Resources Corporation; Hawker Beechcraft, Inc.; Hercules Offshore, Inc.; Homer City Generation, L.P.; Hostess Brands, Inc.; Houghton Mifflin Harcourt Publishing Company; iHeartMedia, Inc.; Intelsat S.A.; J. Crew Group, Inc.; Lee Enterprises Inc.; Legend Parent Inc.; LightSquared Inc.; Los Angeles Dodgers LLC; LyondellBasell Industries; Magnetation LLC; Magnum Hunter Resources Corporation; Merisant Worldwide, Inc.; Mirant Corp.; New Gulf Resources, LLC; NewPage Corporation; NTK Holdings, Inc.; Paragon Offshore plc; Patriot Coal Corporation; Penn Virginia Corporation; Pennsylvania Real Estate Investment Trust; PES Holdings, LLC; PHI, Inc.; Purdue Pharma; Quicksilver Resources, Inc.; Relativity Fashion, LLC; Ruby Pipeline, L.L.C.; Sabine Oil & Gas

Corp.; Samson Resources Corporation; SemGroup; Toisa Ltd.; TerreStar Networks Inc.; Triangle USA Petroleum Corporation; Trident Holding Company, LLC; Tribune Company; Ultra Petroleum Corp.; Venoco Inc.; VER Technologies Holdco LLC; Verso Corporation; Walter Energy, Inc.; Westinghouse Electric Company LLC; WeWork; W.R. Grace & Co.; Windstream Holdings, Inc.; and Winn-Dixie Stores, Inc. In addition, the restructuring group has provided general restructuring advice to major companies such as Clearwire Corporation, Ford Motor Company, The Goodyear Tire & Rubber Company, and Xerox Corporation.

6. In April 2023, the Debtors retained PJT as their investment banker to pursue balance sheet alternatives (such engagement letter, the "Prior Letter"). In April 2024, the Debtors expanded the scope of PJT's engagement to include investment banking services in connection with a potential capital raise, restructuring, and/or sale of the Debtors, in part or in full, through an in-court process, including assistance with the negotiation of the terms of debtor-in-possession financing and the restructuring support agreement in these chapter 11 cases. PJT has led efforts, in concert with other professionals, to prepare for and formally launch a marketing process in early May 2024 in connection with a potential sale of the assets of the Debtors' businesses. To that end, PJT worked with the Debtors' management to draft marketing materials and position the Company for a successful sale process. Through this period of advising the Debtors, PJT has become familiar with the Debtors' capital structure, liquidity needs, and business operations.

7. During PJT's representation of the Debtors, it has, among other things, provided advice on strategic transaction alternatives, restructuring options, and financings. PJT has participated in negotiations between the Debtors and their creditors and other parties in interest. PJT also assisted the Debtors in reviewing the terms, conditions, and potential impact of various potential transactions, including comparing iterations of debtor-in-possession financing proposals.

In addition, PJT has met with the Debtors' board of directors on numerous occasions throughout its engagement to discuss and advise on the above matters.

8. As a result of the work performed by PJT on behalf of the Debtors both pre- and postpetition, PJT has acquired significant knowledge of the Debtors' financial affairs, business operations, capital structure, assets, key stakeholders, financing documents, and other related material information. Likewise, in providing services to the Debtors, PJT's professionals have worked closely with the Debtors' personnel, board, and other advisors. If the Application is approved, several of PJT's professionals, all with substantial expertise in the areas discussed above, will continue to provide services to the Debtors and will work closely with the Debtors' personnel and other professionals throughout the reorganization process. Accordingly, as a result of PJT's representation of the Debtors prior to and after the commencement of these chapter 11 cases and PJT's extensive experience representing chapter 11 debtors, PJT is well qualified to provide these services and represent the Debtors during these chapter 11 cases.

Services Provided by PJT

9. Subject to further order of the Court, and consistent with the terms of the Engagement Letter,[3] PJT's anticipated services in these chapter 11 cases, to the extent necessary, appropriate, feasible and as may be requested by the Debtors, including the following:

a. assist in the evaluation of the Debtors' business and prospects;

b. assist in the review and development of the Debtors' long-term business plan and related financial projections;

c. assist in the development of financial data and presentations to the Debtors' board of directors, various creditors and other third parties;

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[3] The summary of the Engagement Letter contained herein is qualified in its entirety by reference to the provisions of the Engagement Letter. To the extent there is any discrepancy between the summary contained herein and the terms set forth in the Engagement Letter, the terms of the Engagement Letter shall govern.

d. analyze the Debtors' financial liquidity and evaluate alternatives to improve such liquidity;

e. analyze various Restructuring scenarios and the potential impact of these scenarios on the recoveries of those stakeholders impacted by the Restructuring;[4]

f. provide strategic advice with regard to restructuring or refinancing the Debtors' Obligations;

g. evaluate the Debtors' debt capacity and alternative capital structures;

h. participate in negotiations among the Debtors and their creditors, suppliers, lessors, and other interested parties and/or potential financing parties;

i. value securities offered by the Debtors in connection with a Restructuring;

j. provide financial and valuation advice and assistance to the Debtors in developing and seeking approval of an in-court Restructuring (including a Chapter 11 plan);

k. advise the Debtors and negotiate with lenders with respect to a potential waivers or amendments of various credit facilities;

l. assist in arranging financing for the Debtors, as requested;

m. provide expert witness testimony concerning any of the subjects encompassed by the other investment banking services; and

n. provide such other advisory services as are customarily provided in connection with the analysis and negotiation of a transaction similar to a potential Restructuring and/or Capital Raise, as requested and mutually agreed.

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[4] As used in the Engagement Letter, the term (a) "Restructuring" means "any restructuring, reorganization (whether or not pursuant to chapter 11 of the United States Bankruptcy Code ("Chapter 11")) and/or recapitalization of the [Debtors] affecting a material portion of its existing debt obligations or other claims against the [Debtors], including, without limitation, revolving credit facilities, term loans, any senior debt, junior debt, notes, trade claims, general unsecured claims (collectively, the "Obligations"), and/or (ii) a sale or other acquisition or disposition of a material portion of the assets and/or equity of the [Debtors], and/or (iii) any complete or partial repurchase, refinancing, extension or repayment by the [Debtors] of a material portion of the Obligations", and (b) "Capital Raise" means "any debt financing or capital raise arranged by PJT Partners at the request of the [Debtors]."

Professional Compensation

10. PJT's decision to advise and assist the Debtors in connection with the chapter 11 cases is subject to its ability to be retained in accordance with the terms of the Engagement Letter pursuant to section 328(a), and not section 330, of the Bankruptcy Code.

11. In consideration of the services to be provided by PJT, and as more fully described in the Engagement Letter, subject to the Court's approval, the Debtors and PJT have agreed that PJT shall, in respect of its services, be compensated under the Fee Structure.

12. PJT intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other applicable procedures and orders of the Court, including any order approving the Application and consistent with the proposed compensation set forth in the Engagement Letter.

13. PJT will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these chapter 11 cases. However, because: (a) it is not the general practice of investment banking firms such as PJT to keep detailed time records similar to those customarily kept by attorneys; (b) PJT does not ordinarily keep time records on a "project category" basis; and (c) PJT's compensation is based on a fixed Monthly Fee, fixed percentage and/or contingency fee basis, the Debtors are requesting that PJT's investment banking professionals be required to maintain records (in summary format) of the services rendered for the Debtors, including summary descriptions of those services, the approximate time expended in providing those services (in half-hour increments), and the identity of the professionals who provided those services. PJT will present such records to the Court in its fee application(s). Moreover, the Debtors are requesting that PJT's professionals not be required

to keep time records on a "project category" basis, that its non-investment banking professionals and personnel in administrative departments (including legal) not be required to maintain any time records, and that it not be required to provide or conform to any schedule of hourly rates. To the extent that PJT would otherwise be required to submit more detailed time records for its professionals by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, or other applicable procedures and orders of the Court, the Debtors respectfully request that the Court waive such requirements.

14. I believe the Fee Structure is consistent with, and typical of, compensation arrangements entered into by PJT and other comparable firms in connection with the rendering of similar services under similar circumstances, both in and out of bankruptcy proceedings. I also believe that the Fee Structure reflects a balance between a fixed, monthly fee, and a contingency amount, which is tied to the consummation and closing of the transactions and services contemplated by the Debtors and PJT in the Engagement Letter. After discussions and arm's-length negotiations with the Debtors, I believe that the Fee Structure is in fact reasonable, market-based, and designed to compensate PJT fairly for its work.

15. I understand that PJT's strategic and financial expertise, as well as its capital markets knowledge, financing skills, mergers and acquisitions experience, and restructuring capabilities, some or all of which has and will be required by the Debtors during the term of PJT's engagement, were important factors to the Debtors in determining the Fee Structure. I believe that the ultimate benefits of PJT's services hereunder cannot be measured by reference to the number of hours to be expended by PJT's professionals in the performance of such services. The Debtors and PJT agreed upon the Fee Structure in anticipation that a substantial commitment of professional time and effort would be required of PJT and in light of the fact that (a) such

commitment could have and may still foreclose other opportunities for PJT and (b) the actual time and commitment required of PJT and its professionals to perform the restructuring services may vary substantially from week to week and month to month creating "peak load issues" for PJT.

16. During the ninety (90)-day period before the Petition Date, the Debtors paid PJT $657,535.44 for fees earned and expenses incurred prior to the Petition Date. Prior to the Petition Date, PJT had also received advance payments from the Debtors in the aggregate amount of $153,333.33. Given the timing of the filing, PJT may not yet have accounted for all expenses it incurred before the Petition Date. In the event PJT subsequently becomes aware of additional prepetition expenses incurred on behalf of the Debtors, PJT will reduce its advance by such amounts. To the extent that amounts paid by the Debtors to PJT prior to the Petition Date exceed amounts incurred by PJT prepetition, such excess will be held by PJT as security throughout these chapter 11 cases until PJT's fees and expenses are fully paid. As of the Petition Date, I believe the Debtors were current on their obligations to PJT under the Engagement Letter.

Indemnification

17. As part of the overall compensation payable to PJT under the terms of the Engagement Letter, the Debtors have agreed to certain indemnification, contribution, and reimbursement obligations, set forth in the Indemnification Agreement. The Indemnification Agreement provides that the Debtors will indemnify and hold harmless the PJT Parties from and against Losses incurred by a PJT Party in connection with PJT's engagement, except for any Losses to the extent such Losses resulted solely from the bad faith, willful misconduct or gross negligence of such PJT Party. The Debtors will reimburse such PJT Party for its legal and other expenses (including the cost of any investigation and preparation) as such expenses are incurred by such PJT Party in connection therewith.

18. I believe that the Indemnification Provisions are customary and reasonable terms of consideration for investment bankers such as PJT in connection with chapter 11 cases. PJT negotiated the Engagement Letter, including the provisions of the Indemnification Agreement, with the Debtors at arm's length.

No Duplication of Services

19. The services of PJT are intended to complement and not duplicate the services rendered by any other professional retained in these chapter 11 cases. PJT understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

Potential M&A Transaction Counterparties

20. 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. Due to the inherently competitive nature of this process, it is imperative that the identities of these potential counterparties remain confidential. My understanding is that the Debtors have disclosed the identities of the potential counterparties to the U.S. Trustee. To the extent that any parties submit indications of interest or bids in respect of a potential purchase of any of the Debtors' assets in connection with these chapter 11 cases, PJT Partners intends to submit a supplemental declaration disclosing its connections (if any) to such parties.

PJT's Disinterestedness

21. In anticipation of this representation, Debtors' counsel provided PJT with a list of potential parties in interest (the "PII") in these chapter 11 cases (the "PII List"). A copy of the PII List is attached hereto as **Schedule 1**.

22. My understanding from discussion with PJT's legal and compliance personnel is that, as part of PJT's conflicts management program (the "Conflicts Management Program"), PJT maintains information pertaining to (a) every active matter on which PJT is currently engaged, (b) the entities represented by PJT in such engagements, (c) the material parties involved in each current matter (inclusive of adverse and related parties, as identified to PJT by the prospective client and/or its counsel in the case of a restructuring advisory assignment), and (d) the professional at PJT that is knowledgeable about the matter. I understand that, as part of any conflict review undertaken, this information, including information on closed assignments, is also incorporated into the review. It is the policy of PJT that no new matter may be accepted or opened within the firm without completing and submitting to those charged with administering the Conflicts Management Program the information necessary to check such matter for conflicts. The scope of the review is a function of the completeness and accuracy of the information submitted by the PJT professional opening a new matter.

23. My understanding is that (a) as part of the Conflicts Management Program, PJT reviews the business activity of all entities under the control of PJT Partners, Inc., the publicly traded company that is the ultimate parent company of PJT and all of its affiliates, (b) the Conflicts Management Program utilizes a database that stores the details of all such business activity, including the names of all PJT clients (past and present) and the search methodology utilized by the database is key word based, (c) results are reviewed for relevance by PJT personnel trained to evaluate situations for potential conflicts and, in this case as in all cases where PJT represents a debtor, any and all potential connections to the PII are identified by such personnel, and (d) all proposed and actual business activity to be undertaken is subject to the foregoing review process to evaluate potential conflicts.

24. PJT's legal and compliance department has undertaken a review of the PII to determine possible connections relating to the Debtors (the "Conflict Check") and such results for the Conflicts Check are disclosed on **Schedule 2** attached hereto. Subject to the foregoing limitations and the disclosures set forth in **Schedule 2**, no material connections have been found.

25. Certain of the PIIs or their affiliates may hold a passive equity interest (*i.e.*, less than 20%) in certain of the entities to whom PJT and/or its affiliates have provided in the past or continue to provide advisory services. My understanding is that PJT does not routinely track or maintain such information but is not aware of any such engagement that is related to the Debtors or these chapter 11 cases or, by virtue of which, the interests of the Debtors or their estates are adversely affected.

26. Partners and/or employees of PJT or its affiliates may, from time to time, directly or indirectly hold equity and/or debt in certain of the PII. However, to the best of my knowledge based on information provided by PJT's legal and compliance department, none of PJT, its affiliates, or any partner or employee of PJT or its affiliates currently holds (other than potentially through mutual funds, ETFs or professionally managed discretionary accounts) any interest in any debt or equity securities of the Debtors.

27. Moreover, my understanding is that the Conflicts Management Program searched all PJT affiliates, and, to the best of my knowledge, information, and belief, all connections between PJT's affiliates and the PIIs are disclosed herein.

28. Based on the results of the Conflict Check, to the best of my knowledge, neither I, PJT, nor any partner or employee thereof, insofar as PJT's legal and compliance department has been able to ascertain, is an insider of the Debtors, nor has any connection with the Debtors, their creditors, or other parties in interest, except as otherwise described herein.

29. PJT does not believe that its involvement with any of the parties included in the PII List will adversely affect the Debtors in any way. PJT does not believe that any potential relationship it may have with any of the PII would interfere with or impair PJT's representation of the Debtors.

30. PJT and certain of its partners and employees may have in the past represented, may currently represent, and may in the future represent, entities that may be on the PII List or may otherwise be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases.

31. As part of its diverse practice, PJT appears in numerous cases, proceedings, and transactions involving many different professionals, including attorneys, accountants, investment bankers, and financial consultants, some of which may represent claimants and parties in interest in these chapter 11 cases. In addition, PJT has in the past, is currently and will likely in the future be working with or against other professionals involved in these chapter 11 cases in matters unrelated to these chapter 11 cases, including certain professionals that are PII. Further, PJT and its affiliates engage attorneys and other service providers from time to time to provide legal advice and/or other services to PJT and/or its affiliates, and certain of such service providers may be PII.

32. Based on my current knowledge of the professionals, vendors, and other parties involved in these chapter 11 cases, and to the best of my knowledge based on information provided by PJT's legal and compliance department, none of these business relations constitute interests materially adverse to the Debtors or their estate, and none are in connection with these chapter 11 cases.

33. To the best of my knowledge based on information provided by PJT's legal and compliance department, except as disclosed herein: (a) PJT has no material connection with the

Debtors or their estates, the Debtors' creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party with an actual or potential interest in the Chapter 11 Cases or their respective attorneys or accountants; (b) PJT (and PJT's professionals) are not direct creditors, equity security holders, or insiders of the Debtors; (c) neither PJT nor any of its professionals is or was, within two (2) years of the date of the Debtors' filing of these chapter 11 cases, a director, officer, or employee of the Debtors; and (d) neither PJT nor its professionals holds or represents an interest materially adverse to the Debtors, their estates, 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. Accordingly, I believe that PJT is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and PJT's employment is permissible under sections 327(a) and 328(a) of the Bankruptcy Code.

34. PJT has performed reasonable due diligence for possible conflicts with the PII in these chapter 11 cases. The following is a list of the categories that PJT has searched with respect to the PII:

- Debtors
- Non-Debtor Affiliate
- Current and Officers
- Secured Lenders and Creditors
- Taxing Authorities
- Banking Institutions
- Members of the UCC
- Equipment Lessors
- Benefit Providers

- Litigation Parties
- Landlords
- Insurers
- Temp Agencies
- Top 50 Vendors
- Top 25 Customers
- Debtors' Restructuring Professionals
- Ordinary Course Professionals
- Utility Providers
- Material Contract Counterparties
- Bankruptcy Judges and Bankruptcy Court Personnel
- United States Trustee Personnel for the District of Delaware

35. The PII List provided to PJT by the Debtors may change during the pendency of these chapter 11 cases. Should PJT learn that a relationship with any of the PII should be disclosed in the future, a supplemental declaration with such disclosure will be promptly filed.

36. Given the large number of parties in interest in these chapter 11 cases, despite the efforts to identify and disclose PJT's relationships with the PII, I am unable to state with absolute certainty that every client relationship or other connection has been disclosed in this Declaration. PJT, therefore, will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new material facts or relationships are discovered or arise, PJT will promptly file a supplemental declaration with the Court.

[Remainder of page left intentionally blank]

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

Dated: July 9, 2024

Respectfully submitted,

/s/ James H. Baird III
James H. Baird III
Partner
PJT Partners LP

Schedule 1

List of Potential Parties in Interest

Type	PII Name
Bank	Bank Commercial Italano Parma
Bank	Bank Commerciale Italiana Parma
Bank	Bank of America
Bank	Barclays UK
Bank	Deutsche Bank AG
Bank	Handlesbanken
Bank	Hypo Vereinsbank
Bank	JPMorgan Chase Bank, N.A.
Bank	UBS
Bank	Wilmington Trust
Committee Member	Cognizant Worldwide, Ltd.
Committee Member	Data Modul, Inc.
Committee Member	David M. Lewis Company
Committee Member	Presido
Committee Member	Sunmed Group Holdings, LLC (d/b/a Airlife)
Committee Member	Vizient, Inc.
Committee Member	Zensar Technologies, Inc.
Committee Members	Presidio Inc.
Committee Professionals	McDermott Will & Emery
Directors & Officers	Ajay Gopal
Directors & Officers	Anna Mardiana Alisjahbana
Directors & Officers	Bret Wise
Directors & Officers	Cally Kothmann
Directors & Officers	Chris Tue
Directors & Officers	David Barse
Directors & Officers	Gijsbert van Kampen
Directors & Officers	Jasper Carpaij
Directors & Officers	John Bibb
Directors & Officers	John Elwood
Directors & Officers	June Johnson
Directors & Officers	Kim Contreras
Directors & Officers	Kira Brown
Directors & Officers	Marcelo Tadeu Fontinha Ferreira
Directors & Officers	Martin Fritz Silberstein
Directors & Officers	Martin Silberstein
Directors & Officers	Mary Trout
Directors & Officers	Nicholas William Throp
Directors & Officers	Paul Aronzon
Directors & Officers	Phung Minh Ha
Directors & Officers	Rachel Lisenby
Directors & Officers	Ronald Labrum
Directors & Officers	Roy Mackenzie

Directors & Officers	Roy McKenzie
Directors & Officers	Saurabh Talwar
Directors & Officers	Siti Junainah Binti Dewa
Directors & Officers	Stephan Tamas
Directors & Officers	Steven Dyson
Directors & Officers	Tammy Noll
Directors & Officers	Terrie McDaniel
Directors & Officers	Thomas Aebischer
Directors & Officers	Tom Ernst
Directors & Officers	Vikram Bajaj
Directors & Officers	Will Throp
Facility Leases	Aviemore Chineham Park No 1 Ltd
Facility Leases	Chineham Park
Facility Leases	Yurbal Real Estate BV
Filing entity	CareFusion U.K. 235 Limited
Filing entity	Vyaire Finance B.V.
Filing entity	Vyaire Medical 203, Inc.
Filing entity	Vyaire Medical Srl
Filing entity	Bird Products Corporation
Filing entity	Breathe US Holdco, Inc.
Filing entity	Breathe US Holdings LP
Filing entity	CareFusion U.K. 232 Limited
Filing entity	EME Medical, Inc.
Filing entity	Intermed Equipamento Medico Hospitalar LTDA
Filing entity	Revolutionary Medical Devices, Inc.
Filing entity	SensorMedics Corporation
Filing entity	VIASYS Holdings Inc.
Filing entity	Vyaire Company
Filing entity	Vyaire Holding Company
Filing entity	Vyaire Medical 202, INC.
Filing entity	Vyaire Medical 205, Inc.
Filing entity	Vyaire Medical 206, Inc.
Filing entity	Vyaire Medical 211, Inc.
Filing entity	Vyaire Medical BR LLC
Filing entity	Vyaire Medical Capital LLC
Filing entity	Vyaire Medical Consumables LLC
Filing entity	Vyaire Medical Cooperatief U.A.
Filing entity	Vyaire Medical GmbH
Filing entity	Vyaire Medical International LLC
Filing entity	Vyaire Medical LLC
Filing entity	Vyaire Medical Payroll LLC
Filing entity	Vyaire Medical, Inc.
Filing entity	Vyaire Respiratory Diagnostics LLC

Insurer-Broker	Marsh USA, Inc.
Insurer-Insurance	AIG
Insurer-Insurance	AXIS Insurance Company
Insurer-Insurance	Berkshire Hathaway Specialty Insurance Company
Insurer-Insurance	Chubb
Insurer-Insurance	Hartford
Insurer-Insurance	Midvale Indemnity Company (Bowhead)
Insurer-Insurance	Old Republic Professional Liability, Inc.
Insurer-Surety	Hartford Fire Insurance Company
Judicial	AL LUGANO
Judicial	AMANDA HRYCAK
Judicial	ANDREW VARA
Judicial	ASHLEY M. CHAN
Judicial	BENJAMIN HACKMAN
Judicial	BRENDAN L SHANNON
Judicial	CACIA BATTS
Judicial	CATHERINE FARRELL
Judicial	CHRISTINE GREEN
Judicial	CLAIRE BRADY
Judicial	CRAIG T GOLDBLATT
Judicial	DANIELLE GADSON
Judicial	DEMITRA YEAGER
Judicial	DIANE GIODANO
Judicial	DION WYNN
Judicial	EDITH A. SERRANO
Judicial	FANG BU
Judicial	HANNAH M. MCCOLLUM
Judicial	HOLLY DICE
Judicial	J. KATE STICKLES
Judicial	JAMES R. O’MALLEY
Judicial	JANE LEAMY
Judicial	JILL WALKER
Judicial	JOHN T DORSEY
Judicial	JONATHAN LIPSHIE
Judicial	JONATHAN NYAKU
Judicial	JOSEPH CUDIA
Judicial	JOSEPH MCMAHON
Judicial	KAREN B OWENS
Judicial	LAUIRE SELBER SILVERSTEIN
Judicial	LAURA HANEY
Judicial	LAUREN ATTIX
Judicial	LAURIE CAPP
Judicial	LINDA CASEY

Judicial	LINDA RICHENDERFER
Judicial	LORA JOHNSON
Judicial	MALCOLM M. BATES
Judicial	MARQUIETTA LOPEZ
Judicial	MARY F WALRATH
Judicial	MICHAEL GIRELLO
Judicial	NICKITA BARKSDALE
Judicial	NYANQUOI JONES
Judicial	PAULA SUBDA
Judicial	RACHEL BELLO
Judicial	RICHARD SCHEPACARTER
Judicial	ROBERT CAVELLO
Judicial	ROSA SIERRA-FOX
Judicial	SHAKIMA L. DORTCH
Judicial	THOMAS M HORAN
Judicial	TIMOTHY J. FOX, JR.
Landlord	Aviemore Chineham Park No. 1 Limited
Landlord	Aviemore Chineham Park No. 2 Limited
Landlord	Chineham Park
Landlord	Dell Reality Company
Landlord	Dell Realty Company
Landlord	EXETER 6201 GLOBAL DISTRIBUTION, LLC
Landlord	Irvine Company
Landlord	Kilmainham Vyaire, LLC
Landlord	TICIC SUB LLC
Landlord	Yurbal Real Estate BV
Lender	ACM ASOF VII Cayman Holdco LP
Lender	ACM ASOF VIII Secondary C LP
Lender	AlbaCore Capital
Lender	AlbaCore Investment Opportunities LP
Lender	AlbaCore Liquid Income Designated Activity Company
Lender	Albacore Partners II Investment Holdings D Designated Activity Company
Lender	AlbaCore Partners III Investment Holdings Fin III Designated Activity Company
Lender	Alcentra Limited
Lender	Alcentra NY LLC
Lender	APAX GLOBAL ALPHA LIMITED
Lender	Apax Partners LLP
Lender	Ares Management LLC
Lender	ASG Merkel I Sarl
Lender	Atalaya Capital Management
Lender	Balta Investments Designated Activity Company
Lender	Bank of America
Lender	BDCA SLF FUNDING LLC

Lender	Benefit Street Partners Capital Opportunity Fund II SPV 1 LP
Lender	BENEFIT STREET PARTNERS CAPITAL OPPORTUNITY FUND SPV LLC
Lender	BENEFIT STREET PARTNERS CLO II LTD
Lender	BENEFIT STREET PARTNERS CLO III LTD
Lender	Benefit Street Partners CLO IV Ltd
Lender	BENEFIT STREET PARTNERS CLO IX LTD
Lender	Benefit Street Partners Clo V B Ltd
Lender	BENEFIT STREET PARTNERS CLO VI B LTD
Lender	BENEFIT STREET PARTNERS CLO VIII LTD
Lender	BENEFIT STREET PARTNERS CLO X LTD
Lender	BENEFIT STREET PARTNERS CLO XI LTD
Lender	Benefit Street Partners CLO XII Ltd
Lender	BENEFIT STREET PARTNERS CLO XIV LTD
Lender	Benefit Street Partners CLO XIX Ltd
Lender	BENEFIT STREET PARTNERS CLO XV LTD
Lender	BENEFIT STREET PARTNERS CLO XVI LTD
Lender	Benefit Street Partners CLO XVII Ltd
Lender	BENEFIT STREET PARTNERS CLO XXIII LTD
Lender	BENEFIT STREET PARTNERS DEBT FUND IV NON US SPV LP BENEFIT STREET PARTNERS
Lender	BENEFIT STREET PARTNERS DEBT FUND IV NON US SPV LP BENEFIT STREET PARTNERS
Lender	BENEFIT STREET PARTNERS DEBT FUND IV SPV LP BENEFIT STREET PARTNERS DEBT FU
Lender	BENEFIT STREET PARTNERS DEBT FUND IV SPV LP BENEFIT STREET PARTNERS DEBT FU
Lender	Benefit Street Partners LLC
Lender	BENEFIT STREET PARTNERS SENIOR SECURED OPPORTUNITIES U MASTER FUND NON
Lender	BENEFIT STREET PARTNERS SMA C SPV LP BENEFIT STREET PARNTERS SMA C LP
Lender	BENEFIT STREET PARTNERS SMA C SPV LP BENEFIT STREET PARNTERS SMA C LP
Lender	Benefit Street Partners SMA K SPV LP
Lender	Black Rock Global LLC
Lender	BlackRock EMMPD II INVESTMENT S A R L
Lender	BlackRock Financial Management Inc
Lender	BlackRock Investment Management
Lender	BNP Paribas
Lender	BSP SENIOR SECURED DEBT FUND NON US SPV 1 LP SEE NOTES
Lender	BSP SENIOR SECURED DEBT FUND SPV 1 LP BENEFIT STREET PARTNERS SENIOR SECUR
Lender	BSP SENIOR SECURED DEBT FUND SPV 1 LP BENEFIT STREET PARTNERS SENIOR SECUR
Lender	BSP SMA T 2020 SPV LP
Lender	CALIFORNIA STREET CLO IX LIMITED PARTNERSHIP
Lender	COMMONWEALTH LAND TITLE INSURANCE COMPANY
Lender	CUTWATER 2014 I LTD
Lender	CUTWATER 2015 I LTD
Lender	Diamond CLO 2018 1 LtdGSO DIAMOND PORTFOLIO FUND LP
Lender	Diamond CLO 2018 1 LtdGSO DIAMOND PORTFOLIO FUND LP
Lender	DIAMOND TARGETCO 1 LLC

Lender	Diversified Loan Fund Private Debt B S A R L
Lender	ELLINGTON CLO I LTD
Lender	ELLINGTON CLO II LTD
Lender	Ellington CLO III Ltd
Lender	ELLINGTON CLO IV LTD
Lender	Ellington Management
Lender	EMMPD ASG Sarl
Lender	EMMPD INVESTMENT S A R L
Lender	EMPLOYEES AND AGENTS PENSION PLAN GWL AND A FINANCIAL INC
Lender	Empower Funds Inc.
Lender	EMPOWER SHORT DURATION BOND FUND
Lender	Fidelity National Title Insurance Company
Lender	First Eagle Alternative Credit LLC
Lender	GOLDMAN SACHS TRUST II GOLDMAN SACHS MULTI MANAGER NON CORE FIXED INC
Lender	Great-West Capital Management, LLC
Lender	GSO Capital Partners LP
Lender	Halcyon Asset Management LLC
Lender	HALCYON LOAN ADVISORS FUNDING 2015 1 LTD
Lender	HALCYON LOAN ADVISORS FUNDING 2015 2 LTD
Lender	HALCYON LOAN ADVISORS FUNDING 2015 3 LTD FKA CITI LOAN FUNDING HLM LLC CI
Lender	ING Capital LLC
Lender	JPMORGAN CHASE BANK NATIONAL ASSOCIATION
Lender	JPMorgan Chase Bank, National Association
Lender	LANDMARK WALL SMA SPV LPLANDMARK WALL SMA LP
Lender	MENARD INC BY SYMPHONY ASSET MANAGEMENT LLC
Lender	Mezzvet Luxembourg III. S.a.r.l.
Lender	Mizuho Bank, Ltd. New York
Lender	Morgan Stanley Bank National Association
Lender	MV Credit Partners LLP
Lender	MV Lux IV S.a.r.l.
Lender	MV PRIVATE DEBT CE SARL
Lender	MV PRIVATE DEBT GC SARL
Lender	MV PRIVATE DEBT OP1 SARL
Lender	Natixis, New York Branch
Lender	Newport Global Advisors
Lender	NEWPORT GLOBAL CREDIT FUND MASTER LP
Lender	Nuveen Alternative Investment Funds SICAV SIF Nuveen US Senior Loan Fund
Lender	Nuveen Alternative Investment Funds SICAV SIF Nuveen US Senior Loan Fund
Lender	Nuveen Asset Management, LLC
Lender	NUVEEN FLOATING RATE INCOME FUND
Lender	NUVEEN FLOATING RATE INCOME FUND A SERIES OF NUVEEN INVESTMENT TRUST III
Lender	NUVEEN SENIOR LOAN FUND LP
Lender	PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB BY SYMPHONY ASSET MAN

Lender	PONTUS HOLDINGS LTD
Lender	PRINCIPAL DIVERSIFIED REAL ASSET CIT FKA DIVERSIFIED REAL ASSET CIT
Lender	PRINCIPAL FUNDS INC DIVERSIFIED REAL ASSET FUND
Lender	PROVIDENCE DEBT FUND III NON US SPV LP PROVIDENCE DEBT FUND III MASTER
Lender	PROVIDENCE DEBT FUND III SPV LP PROVIDENCE DEBT FUND III LP
Lender	Providence Equity Partners Inc
Lender	Providence Equity Partners LLC
Lender	Quadrant Capital Advisors
Lender	Royal Bank of Canada New York Branch
Lender	Separate Investment Account P3 Diversified Bond I Account of Massachusetts Mutual
Lender	Separate Investment Account P5 Diversified Bond II Account of Massachusetts Mutua
Lender	Shackleton 2014 V R CLO Ltd
Lender	SHACKLETON 2019 XIV CLO LTD
Lender	SHACKLETON 2021 XVI CLO LTD
Lender	Symphony Asset Management LLC
Lender	SYMPHONY CLO XIX LTD
Lender	SYMPHONY CLO XV LTD
Lender	SYMPHONY CLO XVI LTD
Lender	SYMPHONY CLO XVII LTD
Lender	SYMPHONY CLO XVIII LTD
Lender	Symphony CLO XX Ltd
Lender	SYMPHONY FLOATING RATE SENIOR LOAN FUND
Lender	TCI SYMPHONY CLO 2016 1 LTD
Lender	TCI SYMPHONY CLO 2017 1 LTD
Lender	TFG Asset Management
Lender	TIAA CREF Investment Services
Lender	TIAA GLOBAL PUBLIC INVESTMENTS LLC SERIES LOAN TEACHERS INSURANCE AND AN
Lender	UBS AG Stamford Branch
Lender	US BUSINESS OF THE CANADA LIFE ASSURANCE COMPANY THE
Lender Advisor	Houlihan Lokey
Lender Advisor	Rothschild & Co.
Lender Counsel	Gibson, Dunn, and Crutcher
Lender Counsel	Paul, Weiss, Rifkind, Wharton & Garrison LLP
Lender Counsel & Advisors	ArentFox Schiff LLP
Lender Counsel & Advisors	Ashby & Geddes PA
Lender Counsel & Advisors	Morris James LLP
Lender Counsel & Advisors	Pachulski Stang Ziehl & Jones LLP
Lender Counsel & Advisors	Seward & Kissel LLP
Lenders & Agents	Bardin Hill Investment Partners
Litigation	Amy Warrington
Litigation	CMM Supplies & Services S.A.L.
Litigation	Connita Ransom, as the surviving legal parents and guardian of JRB
Litigation	Erich Greer

Litigation	Esbee Dynamed Pvt. Ltd.
Litigation	Gordon Boshears
Litigation	John Vidal
Litigation	Jonathon Abed
Litigation	Juan Williams, as special representative of the estate of Audrea Hardwicks-Williams
Litigation	Kara Baumgartner
Litigation	Kyashia Middleton, as personal representative for the estate of Rylee Jones
Litigation	Mike Kavanaugh
Litigation	Restech SRL
Litigation	Ringted Investment SL
Litigation	Secretaria da Saúde de Bahia
Litigation	Secretaria de Saude de Fortaleza
Litigation	Sleep Management LLC, d/b/a VieMed
Litigation	SpaceInsp
Litigation	State of Pernambuco (Brazil)
Litigation	Terry Bryant
Litigation	U.S. Government / Dept. of Defense, Office of the Inspector General
Litigation	Westchester Surplus Lines Insurance Company
Material Contract	A PLUS INTERNATIONAL INC.
Material Contract	ABM INDUSTRY GROUP LLC
Material Contract	ADVANCED PRINTING
Material Contract	AEROTEK INC
Material Contract	AGILITI HEALTH
Material Contract	AMERICAN CRATING
Material Contract	ANALYTICAL INDUSTRIES INC.
Material Contract	AREA LLC
Material Contract	Ascension Health Resource and Supply Management Group, LLC
Material Contract	Ascension Providence Hospital
Material Contract	AssuredPartners
Material Contract	ASTON CARTER INC
Material Contract	ATLANTIC HEALTH SYSTEM
Material Contract	AUGUSTA HITECH SOFT SOLUTIONS LLC
Material Contract	BCP SYSTEMS INC.
Material Contract	BEST SOURCE ELECTRONICS CORP.
Material Contract	BRUEL & KJAER NORTHAMERICA
Material Contract	CARDINAL HEALTH
Material Contract	Cardinal Health 200, LLC
Material Contract	CASS INFORMATION SYSTEMS INC
Material Contract	CEVA INTERNATIONAL INC
Material Contract	CHICAGO OFFICE TECHNOLOGY GROUP INC
Material Contract	Children’s Healthcare Atlanta
Material Contract	CHILDRENS HEALTH
Material Contract	Cigna

Material Contract	Cigna Behavioral Health
Material Contract	CLAYTON CONTROLS
Material Contract	CONCEPT DYNAMICS LTD
Material Contract	CONNEXIO HEALTH LLC
Material Contract	CVS Caremark
Material Contract	DA/PRO RUBBER INC
Material Contract	DATA MODUL INC
Material Contract	DEEL INC
Material Contract	Dell Realty Company
Material Contract	Fidelity
Material Contract	Flexim US Corp.
Material Contract	FORTE DGTL LLC
Material Contract	GE HEALTH CARE
Material Contract	GE Precision Healthcare
Material Contract	GEN MED
Material Contract	GISPATH INC
Material Contract	GLOBAL REGULATORY WRITING &
Material Contract	GREATBATCH MEDICAL
Material Contract	HACK FORMENBAU GMBH
Material Contract	HCA MANAGEMENT
Material Contract	HealthEquity
Material Contract	HEALTHTRUST PURCHASING GROUP
Material Contract	HealthTrust Purchasing Group, L.P.
Material Contract	HOUSE OF BATTERIES
Material Contract	I.M.I. CO., LTD
Material Contract	IMI Co. Ltd.
Material Contract	INDIANA UNIVERSITY HEALTH
Material Contract	Integrated Medical Systems Inc.
Material Contract	INTEGRATED MEDICINE
Material Contract	INVENTUS POWER, INC.
Material Contract	Kaiser Permanente
Material Contract	KUEHNE & NAGEL INC
Material Contract	LYN MEDICAL
Material Contract	McKesson
Material Contract	McKesson Medical-Surgical Inc.
Material Contract	MEDLINE INDUSTRIES
Material Contract	Medline Industries, Inc.
Material Contract	MER MAR, INC.
Material Contract	MetLife
Material Contract	MHCCNA
Material Contract	MICHAEL W ALABRAN
Material Contract	MICROSOFT CORPORATION
Material Contract	N Z TECHNO HANDELS

Material Contract	NORTHWELL HEALTH
Material Contract	Northwell Health Alliance, Inc. and Northwell Health Regional Alliance
Material Contract	NYPRO HEALTHCARE BAJA INC
Material Contract	NZ Techno Handels Gesellschaft mbh
Material Contract	OPG-3 INC
Material Contract	Owens & Minor Distribution, Inc.
Material Contract	OXFORD GLOBAL RESOURCES LLC
Material Contract	PARKER HANNIFIN - PORTER DIVISION
Material Contract	PARTSSOURCE, INC
Material Contract	PHILLIPS-MEDISIZE COSTA MESA LLC
Material Contract	PMSNA SSD ANDOVE
Material Contract	Premier Healthcare Alliance, L.P.
Material Contract	PRN STAFFING
Material Contract	QUALITY MEDICAL
Material Contract	REAL STAFFING GROUP
Material Contract	RESPIRATORY CARE AFRICA
Material Contract	SERVICEMAX INC
Material Contract	SERVICIOS DE INGENIERIA
Material Contract	SIEMENS INDUSTRY SOFTWARE INC
Material Contract	SPARK DSG LLC
Material Contract	SPIN RECRUITMENT INC
Material Contract	SunMed Group Holdings LLC
Material Contract	SYNTEL INC
Material Contract	TELSONIC UK LTD
Material Contract	The Alexander Group
Material Contract	THE EDUCE GROUP INC
Material Contract	The Standard
Material Contract	THOMAS JEFFERSON UNIV HOSPITAL
Material Contract	TPI - CUSTOM SOLUTIONS
Material Contract	TRILLAMED, LLC
Material Contract	TrillaMed, LLC
Material Contract	Trudell Healthcare
Material Contract	USMED EQUIPMENT
Material Contract	VENTURE RESPIRATORS
Material Contract	VERTEX INC
Material Contract	Vision Service Plan (VSP)
Material Contract	VIZIENT SUPPLY, LLC
Material Contract	WageWorks
Material Contract	WAVICLE DATA SOLUTIONS LLC
Material Contract	WOLSELEY INDUSTRIAL GROUP (FERGUSON)
Material Contract	XEROX FINANCIAL SERVICES LLC
Material Contract	YUSEN LOGISTICS AMERICAS INC
Material Contract	ZENSAR TECHNOLOGIES INC

Non-Debtor Entity	Acutronic Medical Systems AG (Switzerland)
Non-Debtor Entity	Advanced Respiratory Care AG (Switzerland)
Non-Debtor Entity	Apax VIII Fund
Non-Debtor Entity	Ariel EquityCo GP LLC
Non-Debtor Entity	Ariel EquityCo LP
Non-Debtor Entity	imtmedical ag (Switzerland)
Non-Debtor Entity	imtmedical Pte. Ltd. (Singapore)
Non-Debtor Entity	Mary Trout
Non-Debtor Entity	MIM Medizinische Instrumente und Monitoring GmbH (Germany)
Non-Debtor Entity	RBW Investment GMBH & Co KG
Non-Debtor Entity	Servicios De Assistencia Tecnica A Equipamento Medico Hospitalar LTDA (Brazil)
Non-Debtor Entity	Serviços De Assistencia Tecnica A Equipamento Medico Hospitalar Ltda.
Non-Debtor Entity	VM Finance Sub, LLC (US)
Non-Debtor Entity	Vyaire B.V. (Netherlands)
Non-Debtor Entity	Vyaire DMCC (UAE)
Non-Debtor Entity	Vyaire Finance Sub, LLC (US)
Non-Debtor Entity	Vyaire Financial Holdings LLC (US)
Non-Debtor Entity	Vyaire GmbH (Germany)
Non-Debtor Entity	Vyaire Intermediate HoldCo GP LLC
Non-Debtor Entity	Vyaire Intermediate HoldCo LP
Non-Debtor Entity	Vyaire Limited Liability Company (Russia)
Non-Debtor Entity	Vyaire Medical AB (Sweden)
Non-Debtor Entity	Vyaire Medical B.V. (Netherlands)
Non-Debtor Entity	Vyaire Medical Denmark, Filial af Vyaire Medical AB (Denmark Branch)
Non-Debtor Entity	Vyaire Medical Holdings B.V. (Netherlands)
Non-Debtor Entity	Vyaire Medical International B.V. (Netherlands)
Non-Debtor Entity	Vyaire Medical Korea Ltd. (South Korea)
Non-Debtor Entity	Vyaire Medical Private Limited (India)
Non-Debtor Entity	Vyaire Medical Products (Shanghai) Co., Ltd (China)
Non-Debtor Entity	Vyaire Medical Products (Shanghai) Co., Ltd. (Beijing Branch)
Non-Debtor Entity	Vyaire Medical Products Limited (Spolka z ograniczonaodpowiedzialniscia) (Poland Br
Non-Debtor Entity	Vyaire Medical Products Limited (UK)
Non-Debtor Entity	Vyaire Medical Products ULC (Canada)
Non-Debtor Entity	Vyaire Medical Pte. Ltd. (Singapore)
Non-Debtor Entity	Vyaire Medical Pty Ltd. (Australia)
Non-Debtor Entity	Vyaire Medical Sarl (Switzerland)
Non-Debtor Entity	Vyaire Medical SDN BHD (Malaysia)
Non-Debtor Entity	Vyaire Receivables LLC (US)
Non-Debtor Entity	Vyaire S.r.l
Non-Debtor Entity	Vyaire TSR Midco, LLC
Non-Debtor Entity	Vyaire TSR Sub, LLC (US)
Non-Debtor Entity	Vyaire Turkey Tibbi Cihazlar Ticaret Anonim Şirketi (Turkey)
Non-Debtor Entity	Vyaire UK 236 Limited (UK)

OCP	BAKER MCKENZIE LLP
OCP	COVINGTON & BURLING LLP
OCP	ERNST & YOUNG US LLP
OCP	FOX ROTHSCHILD LLP
OCP	FRAGOMEN, DEL REY, BERNSEN & LOEWY
OCP	GORDON REES SCULLY MANSUKHANI LLP
OCP	HOGAN LOVELLS US LLP
OCP	HYMAN PHELPS & MCNAMARA PC
OCP	IRWIN FRITCHIE URQUHART & MOORE LLC
OCP	LINKLATERS LLP
OCP	LITTLER MENDELSON PC
OCP	MORGAN LEWIS & BOCKIUS LLP
OCP	POLSINELLI PC
Rx Professional	AlixPartners
Rx Professional	Cole Schotz
Rx Professional	Kirkland & Ellis LLP
Rx Professional	Omni Agent Solutions, Inc.
Rx Professional	PJT Partners
Staffing Agency	Actalent, Inc.
Staffing Agency	Aerotek, Inc.
Staffing Agency	Aston Carter, Inc.
Staffing Agency	Connexio Health LLC
Staffing Agency	David M. Lewis Company, LLC
Staffing Agency	Gispath, Inc.
Staffing Agency	Gravity Talent Solutions (Airlife)
Staffing Agency	PRN Health Services, LLC
Staffing Agency	Real Staffing Group
Taxing Authority	Alabama - STACS
Taxing Authority	Alabama Department of Revenue
Taxing Authority	Alabama Department of Revenue
Taxing Authority	Alaska Department of Revenue
Taxing Authority	Arizona Department of Revenue
Taxing Authority	Arizona Department of Revenue
Taxing Authority	Arkansas Department of Finance & Administration
Taxing Authority	Ascension Parish Sales and Use Tax Authority
Taxing Authority	Autauga, Birmingham, Chilton, Clanton, Dale, Dothan, Florence, Hamilton, Henry, Jacl
Taxing Authority	Avoyelles Parish School Board
Taxing Authority	Baldwin County
Taxing Authority	Bureau of Revenue & Taxation
Taxing Authority	Caddo Shreveport Sales & Use Tax Commission
Taxing Authority	Calcasieu Parish
Taxing Authority	California Department of Tax and Fee Administration
Taxing Authority	City of Alabaster

Taxing Authority	City of Arvada
Taxing Authority	City of Aurora Revenue Division
Taxing Authority	City of Baton Rouge Parish of East Baton Rouge
Taxing Authority	City of Boulder
Taxing Authority	City of Bremerton
Taxing Authority	City of Colorado Springs
Taxing Authority	City of Craig
Taxing Authority	City of Daphne
Taxing Authority	City of Durango
Taxing Authority	City of Englewood
Taxing Authority	City of Everett
Taxing Authority	City of Foley Revenue Department
Taxing Authority	City of Fort Collins
Taxing Authority	City of Golden
Taxing Authority	City of Grand Junction
Taxing Authority	City of Greeley
Taxing Authority	City of Greenwood Village
Taxing Authority	City of Gunnison
Taxing Authority	City of Huntsville
Taxing Authority	City of Lakewood
Taxing Authority	City of Lamar
Taxing Authority	City of Littleton
Taxing Authority	City of Lone Tree
Taxing Authority	City of Longmont
Taxing Authority	City of Longview
Taxing Authority	City of Mobile
Taxing Authority	City of Monroe/Ouachita Parish
Taxing Authority	City of Montgomery
Taxing Authority	City of New Orleans
Taxing Authority	City of Parker
Taxing Authority	City of Pueblo
Taxing Authority	City of Seattle
Taxing Authority	City of Sheffield
Taxing Authority	City of Steamboat Springs
Taxing Authority	City of Thornton
Taxing Authority	Colbert County
Taxing Authority	Colorado Department of Revenue
Taxing Authority	Commerce City Tax Division
Taxing Authority	Comptroller of Maryland
Taxing Authority	Connecticut Department of Revenue Services
Taxing Authority	Cullman County
Taxing Authority	Dekalb County Revenue Department
Taxing Authority	Delaware Division of Revenue

Taxing Authority	Denver Department of Finance
Taxing Authority	Department of the Treasury
Taxing Authority	District of Columbia
Taxing Authority	District of Columbia
Taxing Authority	Evangeline Parish Sales/Use Tax Commission
Taxing Authority	Florida Department of Revenue
Taxing Authority	Franklin County
Taxing Authority	Georgia Department of Revenue
Taxing Authority	Georgia Department of Revenue
Taxing Authority	Hawaii Department of Taxation
Taxing Authority	Hawaii Department of Taxation
Taxing Authority	Iberia Parish School Board Sales & Use Tax Department
Taxing Authority	Idaho State Tax Commission
Taxing Authority	Idaho State Tax Commission
Taxing Authority	Illinois Department of Revenue
Taxing Authority	Illinois Department of Revenue
Taxing Authority	Indiana Department of Revenue
Taxing Authority	Indiana Department of Revenue
Taxing Authority	Internal Revenue Service
Taxing Authority	Iowa Department of Revenue
Taxing Authority	Iowa Department of Revenue
Taxing Authority	Jefferson County Department of Revenue
Taxing Authority	Kansas Department of Revenue
Taxing Authority	Kansas Department of Revenue
Taxing Authority	Kentucky Department of Revenue
Taxing Authority	Kentucky Revenue Cabinet
Taxing Authority	Lafayette Parish School System
Taxing Authority	Lafourche Parish School Board
Taxing Authority	Lincoln Parish
Taxing Authority	Louisiana - St. Charles
Taxing Authority	Louisiana - St. John
Taxing Authority	Louisiana - St. Landry
Taxing Authority	Louisiana - St. Mary
Taxing Authority	Louisiana - St. Tammany
Taxing Authority	Louisiana - Vernon
Taxing Authority	Louisiana - Washington
Taxing Authority	Louisiana - Webster
Taxing Authority	Louisiana Department of Revenue
Taxing Authority	Louisiana Department of Revenue
Taxing Authority	Madison County
Taxing Authority	Maine Department of Revenue
Taxing Authority	Maine Revenue Services
Taxing Authority	Maryland Revenue Administration

Taxing Authority	Massachusetts Department of Revenue
Taxing Authority	Massachusetts Department of Revenue
Taxing Authority	Michigan Department of Treasury
Taxing Authority	Michigan Department of Treasury
Taxing Authority	Minnesota Department of Revenue
Taxing Authority	Minnesota Department of Revenue
Taxing Authority	Mississippi Department of Revenue
Taxing Authority	Mississippi Department of Revenue
Taxing Authority	Missouri Department of Revenue
Taxing Authority	Missouri Department of Revenue
Taxing Authority	Mobile County
Taxing Authority	Montana Department of Revenue
Taxing Authority	Montgomery County Commission Tax & Audit Department
Taxing Authority	Nebraska Department of Revenue
Taxing Authority	Nebraska Department of Revenue
Taxing Authority	Nevada Department of Taxation
Taxing Authority	New Hampshire Department of Revenue Administration
Taxing Authority	New Jersey Division of Taxation
Taxing Authority	New Jersey Division of Taxation
Taxing Authority	New Mexico Taxation & Revenue Department
Taxing Authority	New Mexico Taxation & Revenue Department
Taxing Authority	New York Department of Taxation and Finance
Taxing Authority	New York Department of Taxation and Finance
Taxing Authority	North Carolina Department of Revenue
Taxing Authority	North Carolina Department of Revenue
Taxing Authority	North Dakota Office of State Tax Commissioner
Taxing Authority	North Dakota Office of State Tax Commissioner
Taxing Authority	OHIO BUREAU OF WORKERS'
Taxing Authority	Ohio Department of Taxation
Taxing Authority	Oklahoma Tax Commission
Taxing Authority	Oklahoma Tax Commission
Taxing Authority	Oregon Department of Revenue
Taxing Authority	Oregon Department of Revenue
Taxing Authority	Parish Of Acadia
Taxing Authority	Pennsylvania Department of Revenue
Taxing Authority	Pennsylvania Department of Revenue
Taxing Authority	Plaquemines Parish
Taxing Authority	Rapides Parish
Taxing Authority	Rhode Island Division of Taxation
Taxing Authority	Rhode Island Division of Taxation
Taxing Authority	Shelby County Business Revenue Office
Taxing Authority	South Carolina Department of Revenue
Taxing Authority	South Carolina Department of Revenue

Taxing Authority	South Dakota Department of Revenue
Taxing Authority	State of Arkansas
Taxing Authority	STATE OF NORTH CAROLINA -EPROC
Taxing Authority	Tennessee Department of Revenue
Taxing Authority	Tennessee Department of Revenue
Taxing Authority	Texas Comptroller of Public Accounts
Taxing Authority	Texas Comptroller of Public Accounts
Taxing Authority	US CBP FPF OFFICE
Taxing Authority	US FOOD AND DRUG ADMINISTRATION
Taxing Authority	Utah State Tax Commission
Taxing Authority	Utah State Tax Commission
Taxing Authority	Vermont Department of Taxes
Taxing Authority	Vermont Department of Taxes
Taxing Authority	Virginia Tax Office of Customer Services
Taxing Authority	Virginia Tax Office of Customer Services
Taxing Authority	Washington State Department of Revenue
Taxing Authority	West Virginia State Tax Department
Taxing Authority	West Virginia Tax Division
Taxing Authority	Wisconsin Department of Revenue
Taxing Authority	Wisconsin Department of Revenue
Taxing Authority	Wyoming Department of Revenue
Utilities	AT&T CORP
Utilities	AT&T GLOBAL NETWORK SERVICES
Utilities	AT&T ILLINOIS
Utilities	AT&T MOBLILITY II LLC
Utilities	CHEMTREC
Utilities	CLEAN HARBORS
Utilities	Commonwealth Edison Company - ComEd
Utilities	Culligan Water
Utilities	Desert Water Agency
Utilities	FLEXIM US CORPORATION
Utilities	FRONTIER COMMUNICATIONS CORPORATION
Utilities	GRANITE TELECOMMUNICATIONS
Utilities	LOUISVILLE GAS & ELECTRIC CO
Utilities	Nalco Company LLC d/b/a Nalco Water Pretreatment
Utilities	Nalco Company LLC dba Nalco Water Pretreatment Solutions LLC
Utilities	Palm Springs Disposal Service, Inc.
Utilities	PRO MACH INC
Utilities	RINGCENTRAL INC
Utilities	SAFETY-KLEEN
Utilities	Southern California Edison Company
Utilities	Southern California Gas Company dba The Gas Company; SoCalGas
Utilities	State Water Resources Control Board - Water Boards

Utilities	State Water Resources Control Board – Water Boards
Utilities	T-MOBILE USA, INC.
Utilities	ZAYO GROUP LLC
Vendor	ACCENT PLASTICS
Vendor	ADVANCED MOTION CONTROLS
Vendor	ADVANCED PRINTING
Vendor	AMAZON WEB SERVICES INC
Vendor	AMBRIT ENGINEERING
Vendor	ARYAKA NETWORKS INC
Vendor	ASSURED PARTNERS CAPITAL INC
Vendor	AVNET, INC.
Vendor	CAREFUSION - MEXICALI
Vendor	CEVA LOGISTICS
Vendor	CLAYTON CONTROLS
Vendor	CLEO COMMUNICATIONS US, LLC
Vendor	COGNIZANT TECHNOLOGY SOLUTIONS US C
Vendor	DAVID M LEWIS COMPANY LLC
Vendor	DELL MARKETING LP
Vendor	DELL REALTY COMPANY
Vendor	ENLABEL GLOBAL SERVICES INC
Vendor	ERASMUS UNIVERSITY MEDICAL
Vendor	EUROFINS ELECTRICAL &
Vendor	FLEXIM US CORP
Vendor	HEALTHTRUST PURCHASING GROUP LP
Vendor	IPAN INTELLECTUAL PROPERTY ASSOCIAT
Vendor	ITD CORPORATION
Vendor	JABIL CIRCUIT (SHANGHAI) LTD.
Vendor	MARLEE MFG.
Vendor	MAXTEC
Vendor	MONDAY.COM LTD
Vendor	MOOG COMPONENTS GROUP, INC
Vendor	NEWARK CORPORATION
Vendor	NONIN MEDICAL
Vendor	ORANGE COAST PNEUMATICS
Vendor	PERMA PURE
Vendor	PINNACLE PRECISION SHEET METAL CORP
Vendor	PORTESCAP INDIA PVT. LTD.
Vendor	PREMIER HEALTHCARE ALLIANCE LP
Vendor	PRESIDIO HOLDINGS INC
Vendor	RESTRUCTURING PARTNERS & ASSO LLC
Vendor	SALESFORCE.COM INC
Vendor	SEBASTIAN MASANET
Vendor	STAR EXHIBITS & ENVIRONMENTS INC

Vendor	STRAN & COMPANY INC
Vendor	SunMed Group Holdings LLC
Vendor	TELEDYNE ANALYTICAL INSTRUMENTS
Vendor	THE ALEXANDER GROUP
Vendor	THE WEST GROUP
Vendor	TOTEX MANUFACTURING
Vendor	UNIVERSITY HEALTH NETWORK
Vendor	VERITIV OPERATING COMPANY
Vendor	VERTEX INC
Vendor	VINCENT MEDICAL
Vendor	VIZIENT INC
Vendor	WORKDAY INC
Potential M&A Counterparty	[REDACTED]
Potential M&A Counterparty	[REDACTED]
Potential M&A Counterparty	[REDACTED]
Potential M&A Counterparty	[REDACTED]

Schedule 2

(Schedule of Potential Parties in Interest
As to Which PJT Has a Connection)

a. PJT was previously engaged to provide financial advisory services to an affiliate of American International Group ("AIG"), one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

b. An individual with whom PJT has an ongoing consultancy arrangement is a member of the board of directors of an affiliate of AIG, one of the PII. Such consultant is not part of the PJT team representing the Debtors in these Chapter 11 Cases. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

c. An affiliate of PJT was previously engaged to provide financial advisory services to AlbaCore Capital LLC, one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

d. An affiliate of PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included AlbaCore Capital LLC, one of the PII. This engagement was wholly unrelated to the Debtors and Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

e. An affiliate of PJT was previously engaged to provide financial advisory services to a group of creditors to a company in a confidential matter. The members of such group included Alcentra Limited and an affiliate of Separate Investment Account P3 Diversified Bond I Account of Massachusetts Mutual Life Insurance Company ("Mass Mutual Bond I Account"), each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

f. An affiliate of PJT was previously engaged to provide financial advisory services to a group of creditors to a company in two separate confidential matters. The members of such group included in one or more engagements, Alcentra Limited, an affiliate of Diamond CLO 2018 1 Ltd and GSO Capital Partners LP (collectively, "GSO") and an affiliate of Mass Mutual Bond I Account, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

g. PJT was previously engaged to provide financial advisory services to an affiliate of each of Alcentra Limited and Benefit Street Partners LLC ("Benefit Street"), each of which is a PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

h. PJT has been engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group include an affiliate of each of Alcentra Limited and Benefit Street, an affiliate of BlackRock Investment Management ("BlackRock"), an affiliate of Nuveen LLC and an affiliate of Mass Mutual Bond I Account, each of which is a PII. This engagement is wholly unrelated to the Debtor and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtor or its estate are adversely affected by such engagement.

i. PJT has been engaged to provide financial advisory services to a group of creditors to a company in a confidential matter. The members of such group include or previously included an affiliate of each of Alcentra Limited and Benefit Street, an affiliate of Fidelity, an affiliate of GSO, an affiliate of Mass Mutual Bond I Account, an affiliate of Natixis, New York Branch ("Natixis") and an affiliate of UBS, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

j. PJT has been engaged to provide financial advisory services to an affiliate of each of Alcentra Limited and Benefit Street, each of which is a PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

k. PJT has been engaged to provide financial advisory services to an affiliate of Amazon Web Services Inc., one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

l. An affiliate of PJT was previously engaged to provide financial advisory services to two separate affiliates of Apax Partners LLP, one of the PII, in two confidential matters. These engagements were wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements.

m. An affiliate of PJT has been engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group include Deutsche Bank AG, one of the PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

n. PJT was previously engaged to provide financial advisory services to a group of lenders of a certain company in a confidential matter. The members of such group included an affiliate of BlackRock, an affiliate of Fidelity, an affiliate of JPMorgan Chase Bank, N.A. ("JP Morgan"), an affiliate of Morgan Stanley and an affiliate of Nuveen, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

o. PJT was previously engaged to provide financial advisory services to an ad hoc group of creditors to a company in a confidential matter. The members of such ad hoc group included an affiliate of GSO, an affiliate of Mass Mutual Bond I Account, an affiliate of Morgan Stanley and an affiliate of UBS, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

p. PJT was previously engaged to provide financial advisory services to a group of lenders of a company in a confidential matter. The members of such group included an affiliate of Ares Management LLC ("Ares"), BlackRock and an affiliate of Fidelity, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

q. PJT has been engaged to provide financial advisory services to a group of lenders to a company in a confidential matters. The members of such group include an affiliate of Ares, an affiliate of BlackRock, Fidelity Investments, an affiliate of JP Morgan, an affiliate of Natixis and an affiliate of each of Alcentra Limited and Benefit Street, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

r. PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included an affiliate of Ares, an affiliate of Atalaya Capital Management, an affiliate of First Eagle Alternative Credit LLC, an affiliate of GSO and an affiliate of Mass Mutual Bond I Account, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

s. PJT was previously engaged to provide financial advisory services to an ad hoc group of creditors of a company in a confidential matter. The members of such group included an affiliate of Royal Bank of Canada New York Branch, one of the PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

t. PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included an affiliate of Ares, BlackRock, an affiliate of Fidelity and an affiliate of Nuveen, each of which is a PII. This engagement was wholly unrelated to the Debtor and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtor or its estate are adversely affected by such engagement.

u. PJT was previously engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group included an affiliate of Ares and an affiliate of Mass Mutual Bond I Account, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

v. An affiliate of PJT has been engaged to provide financial advisory services to an affiliate of Ares, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

w. PJT was previously engaged to provide financial advisory services to a group of lenders of a company in a confidential matter. The members of such group included Ares, Barclays, an affiliate of BlackRock, and an affiliate of Morgan Stanley, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

x. PJT has been engaged to provide advisory services to an affiliate of AT&T Corp., one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

y. PJT was previously engaged to provide financial advisory services to Atalaya Capital Management, one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

z. PJT was previously engaged to provide financial advisory services to a group of lenders of a certain company in a confidential matter. The members of such group included Atalaya Capital Management, Benefit Street, Bank of America ("BofA"), an affiliate of BlackRock Financial Management Inc. ("BlackRock"), an affiliate of Fidelity, Barden Hill Investment Partners LP, an affiliate of JPMorgan and an affiliate of Natixis, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

aa. PJT has been engaged to provide advisory services to BofA, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

bb. An affiliate of PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included an affiliate of BofA, one of the PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

cc. PJT was previously engaged to provide financial advisory services to a group of creditors to a company in a confidential matter. The members of such group included BofA, BNP Paribas, an affiliate of GE Health Care and an affiliate of Mizuho Bank, Ltd. New York, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

dd. PJT has been engaged to provide financial advisory services to an ad hoc group of noteholders and the indenture trustee in connection with the chapter 11 case of SVB Financial Group. The members of such group include an affiliate of BofA, Barclays, an affiliate of Deutsche Bank AG, an affiliate of Mass Mutual Bond I Account and an affiliate of Royal Bank of Canada New York Branch, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

ee. PJT maintains a banking relationship with BofA, one of the PII. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

ff. An affiliate of PJT was previously engaged to provide financial advisory services a group of lenders of a company in two separate confidential matters. The members of such group included, in one or more of such engagements, an affiliate of JPMorgan and an affiliate of Mass Mutual Bond I Account, each of which is a PII. These engagements were wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements.

gg. PJT maintains a banking and brokerage relationship with Barclays, one of the PII. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

hh. PJT was previously engaged to provide financial advisory services to an ad hoc committee of creditors to a company in a confidential matter. The members of such ad hoc committee included Benefit Street, an affiliate of First Eagle Alternative Credit LLC and Barden Hill Investment Partners LP, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

ii. PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included Benefit Street, an affiliate of BlackRock, an affiliate of GSO, Barden Hill Investment Partners LP, an affiliate of JPMorgan, an affiliate of Mass Mutual Bond I Account, an affiliate of Morgan Stanley Bank National Association ("Morgan Stanley") and an affiliate of Nuveen Asset Management, LLC ("Nuveen"), each of which is a PII. This engagement was wholly unrelated to the Debtor and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtor or its estate are adversely affected by such engagement.

jj. PJT was previously engaged to provide financial advisory services to a company in a confidential matter. BlackRock, one of the PII, was an equity holder of such company. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

kk. PJT was previously engaged to provide financial advisory services to a company in two separate confidential matters. An affiliate of BlackRock, one of the PII, was an equity holder of such company. These engagements were wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estate are adversely affected by such engagements.

ll. PJT was previously engaged to provide financial advisory services to a company in a confidential matter. An affiliate of BlackRock, one of the PII, was the equity holder of such company. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

mm. An affiliate of PJT has been engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group include an affiliate of BlackRock, one of the PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

nn. PJT was previously engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group include an affiliate of BlackRock, one of the PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

oo. An affiliate of PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included an affiliate of BlackRock and an affiliate of UBS, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

pp. PJT has been engaged to provide financial advisory services to an affiliate of BlackRock, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

qq. PJT has been engaged to provide financial advisory services to a group of lenders of a company in a confidential matter. The members of such group include an affiliate of BlackRock Financial Management Inc. and First Eagle Alternative Credit LLC, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

rr. An affiliate of PJT was previously engaged to provide financial advisory services to a group of creditors to a company in a confidential matter. The members of such group included an affiliate of BlackRock, one of the PII. This engagement was wholly unrelated to the Debtor and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtor or its estate are adversely affected by such engagement.

ss. An individual with whom PJT has an ongoing consultancy arrangement is a member of the board of directors of an affiliate of BlackRock, one of the PII. Such consultant is not part of the PJT team representing the Debtors in these Chapter 11 Cases. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

tt. An affiliate of PJT was previously engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group included BNP Paribas, one of the PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

uu. PJT has been engaged to provide financial advisory services to an ad hoc group of creditors to a company in a confidential matter. The members of such ad hoc group include Nuveen, one of the PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

vv. PJT was previously engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group included an affiliate of Morgan Stanley, one of the PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

ww. PJT has been engaged to provide advisory services to Cardinal Health, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

xx. PJT was previously engaged to provide financial advisory services to Service King in connection with its restructuring. An affiliate of GSO, one of the PII, was an equity holder of Service King. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

yy. PJT has been engaged to provide advisory services to an affiliate of Commonwealth Edison Company – ComEd, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

zz. PJT was previously engaged to provide financial advisory services to an ad hoc group of creditors to a company in a confidential matter. The members of such ad hoc group included an affiliate of Fidelity and an affiliate of First Eagle Alternative Credit LLC, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

aaa. PJT has been engaged to provide advisory services to an affiliate of CVS Caremark, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

bbb. PJT has been engaged to provide advisory services to an affiliate of Data Modul, Inc., one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

ccc. PJT has been engaged to provide advisory services to an affiliate of Dell Marketing LP, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

ddd. PJT was previously engaged to provide advisory services to an affiliate of Dell Marketing LP, one of the PII, in two separate confidential matters, both of which are closed. These engagements were wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements.

eee. PJT was previously engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group included Deutsche Bank AG, an affiliate of Fidelity and an affiliate of Goldman Sachs, each of which is a PII. This engagement was wholly unrelated to the Debtors and these chapter 11 cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

fff. An affiliate of PJT was previously engaged to provide financial advisory services to a group of creditors of a company in a confidential matter. The members of such group included Deutsche Bank AG and an affiliate of Hypo Vereinsbank, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

ggg. PJT was previously engaged to provide financial advisory services to a group of creditors of a certain company in a confidential matter. The members of such group included an affiliate of Deutsche Bank AG, an affiliate of GSO, an affiliate of Morgan Stanley and Nuveen, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

hhh. The father of one of PJT’s employees is Deputy Chairman of the Supervisory Board, Chairman of the Internal Control Committee, member of the Risk Committee and of the Appointments Committee of, Deutsche Bank SpA, an affiliate of Deutsche Bank AG, one of the PII. Such employee is not part of the PJT team representing the Debtors in these Chapter 11 Cases. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

iii. PJT has been engaged to provide financial advisory services to a group of lenders of a company in a confidential matter. The members of such group include Ellington CLO I LTD, Ellington CLO II LTD, Ellington CLO III LTD, Ellington CLO IV LTD and other affiliates of Ellington Management and an affiliate of UBS, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

jjj. PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included an affiliate of Fidelity and an affiliate of GSO, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

kkk. PJT was previously engaged to provide financial advisory services to an affiliate of Fidelity National Title Insurance Company, one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

lll. PJT was previously engaged to provide financial advisory services to an affiliate of GE Health Care, one of the PII, in connection with General Electric Company's separation into three separate public companies. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

mmm. PJT was previously engaged to provide financial advisory services to an affiliate of GE Health Care, one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

nnn. PJT was previously engaged to provide financial advisory services to an affiliate of GE Health Care, one of the PII, in connection with the combination of the GE Capital Aviation Services business with AerCap Holdings N.V. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

ooo. An affiliate of PJT was previously engaged to provide financial advisory services to a company in a confidential matter. Goldman Sachs, one of the PII, was a significant equity holder of such company. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

ppp. PJT was previously engaged to provide financial advisory services to a company in a confidential matter. Goldman Sachs, one of the PII, is the equity holder of such company. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

qqq. PJT has been engaged to provide financial advisory services to an affiliate of Goldman Sachs, one of the PII, in two separate confidential matters, one of which is closed. These engagements are wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagements.

rrr. PJT was previously engaged to provide financial advisory services to an affiliate of Great-West Capital Management, LLC, one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these chapter 11 cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

sss. In addition, with respect to GSO, which is a PII:

(i) PJT and/or an affiliate of PJT have provided in the past and continues to provide financial advisory services to GSO and/or its affiliates in several confidential matters. In addition, PJT has in the past and continues to provide financial advisory services to several separate companies in connection with confidential matters where GSO or one of its affiliates is an equity holder of such company. PJT has also provided in the past and continues to provide financial advisory services to GSO or one of its affiliates in connection with such entity’s investment (as equity and/or debt holder) in certain confidential companies.

(ii) PJT has provided in the past and continues to provide financial advisory services to groups of creditors of several separate and unrelated companies in various confidential matters. The members of such groups have included or currently include GSO or an affiliate. PJT was previously engaged to provide financial advisory services to an affiliate of GSO in connection with the sale of The Bellagio Las Vegas. An affiliate of GSO owned the equity of The Bellagio.

(iii) PJT was previously engaged to provide financial advisory services to an affiliate of GSO in connection with the sale of The Cosmopolitan of Las Vegas. An affiliate of GSO owned the equity of The Cosmopolitan.

(iv) PJT was previously engaged to provide financial advisory services to Frontera Holdings LLC in connection with its chapter 11 case. An affiliate of GSO owned the equity of Frontera.

Each of the forgoing engagements is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by any of such engagements.

ttt. PJT was previously engaged to provide financial advisory services to an affiliate of each of Barden Hill Investment Partners LP and Halcyon Asset Management LLC, each of which is a PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

uuu. PJT has been engaged to provide advisory services to an affiliate of JPMorgan, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

vvv. PJT was previously engaged to provide financial advisory services to JPMorgan, one of the PII, in connection with the chapter 11 case of The Boy Scouts of America. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

www. PJT has been engaged to provide financial advisory services to an affiliate of JPMorgan, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

xxx. PJT was previously engaged to provide financial advisory services to an affiliate of Kaiser Permanente, one of the PII, in two separate confidential matters. These engagements were wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estate are adversely affected by such engagements.

yyy. An affiliate of PJT has been engaged to provide financial advisory services to a group of lenders to a company in three separate confidential matters, two of which are closed. The members of such group include an affiliate of Mass Mutual Bond I Account, one of the PII. These engagements are wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements.

zzz. PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included an affiliate of Mass Mutual Bond I Account, one of the PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

aaaa. An affiliate of PJT was previously engaged to provide financial advisory services to a group of lenders to a company in a confidential matter. The members of such group included an affiliate of Mass Mutual Bond I Account, one of the PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

bbbb. An affiliate of PJT has been engaged to provide financial advisory services to a group of lenders of a company in a confidential matter. The members of such group include an affiliate of Mass Mutual Bond I Account and an affiliate of Natixis, each of which is a PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

cccc. PJT has been engaged to provide financial advisory services to certain affiliates of Mass Mutual Bond I Account, one of the PII, in four separate confidential matters, three of which are closed. These engagements are wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements.

dddd. PJT has been engaged to provide advisory services to an affiliate of McKesson, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

eeee. An individual with whom PJT has an ongoing consultancy arrangement is a senior advisor at McKinsey & Company Inc., one of the PII. Such consultant is not part of the PJT team representing the Debtors in these Chapter 11 Cases. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

ffff. The father of a PJT employee is EVP and Treasurer at MetLife, Inc., on of the PII. Such employee is not part of the PJT team representing the Debtors in these Chapter 11 Cases. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

gggg. PJT has been engaged to provide financial advisory services to an affiliate of Morgan Stanley, one of the PII, in two separate confidential matters. These engagements are wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estate are adversely affected by such engagements.

hhhh. PJT has been engaged to provide financial advisory services to affiliates of Morgan Stanley, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

iiii. The father of one of PJT's employees is Chairman of the Supervisory Body of an affiliate of Morgan Stanley, one of the PII. Such employee is not part of the PJT team representing the Debtors in these Chapter 11 Cases. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

jjjj. PJT maintains a banking relationship with Morgan Stanley, one of the PII. This connection is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such connection.

kkkk. An affiliate of PJT has been engaged to provide financial advisory services to a group of lenders of a company in a confidential matter. The members of such group include an affiliate of Natixis, one of the PII. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements

llll. PJT was previously engaged to provide financial advisory services to a company in a confidential matter. Nuveen, one of the PII, was an equity holder of such company. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

mmmm. PJT was previously engaged to provide financial advisory services to the creditors of a company in a confidential matter. The members of such group included an affiliate of Mass Mutual Bond I Account, and an affiliate of Royal Bank of Canada New York Branch, each of which is a PII. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by this engagement.

nnnn. An affiliate of PJT was previously engaged to provide financial advisory services to two separate affiliates of Providence Equity Partners LLC ("PEP"), one of the PII, in two separate confidential matters. These engagements were wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements.

oooo. An affiliate of PJT was previously engaged to provide financial advisory services to PEP, one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

pppp. PJT has been engaged to provide financial advisory services to PEP, one of the PII, in three separate confidential matters, one of which is closed. These engagements are wholly unrelated to the Debtors and these chapter 11 cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagements.

qqqq. PJT has been engaged to provide advisory services to an affiliate of Quality Medical, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

rrrr. PJT has been engaged to provide advisory services to Salesforce, Inc., one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

ssss. PJT was previously engaged to provide financial; advisory services to Salesforce, Inc., one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

tttt. PJT has been engaged to provide financial advisory services to Southern California Edison Company, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

uuuu. PJT has been engaged to provide advisory services to an affiliate of Southern California Edison Company, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

vvvv. PJT was previously engaged to provide financial advisory services to T-Mobile, one of the PII, in connection with T-Mobile's purchase of assets from Shenandoah Telecommunications Company (Shentel). This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

wwww. PJT was previously engaged to provide financial advisory services to an affiliate of UBS, one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

xxxx. PJT has been engaged to provide financial advisory services to an affiliate of UBS, one of the PII, in a confidential matter. This engagement is wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.

yyyy. PJT was previously engaged to provide advisory services to an affiliate of Workday Inc., one of the PII, in a confidential matter. This engagement was wholly unrelated to the Debtors and these Chapter 11 Cases, and PJT does not believe that the interests of the Debtors or their estates are adversely affected by such engagement.