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 AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 9, 2024

Upon the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (the "Order") authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "Kirkland") as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of Delaware (the "Local Rules"); and the Court having reviewed the Application, the declaration of Spencer A. Winters, the president of Spencer A. Winters, P.C., a partner of Kirkland & Ellis LLP and a partner of Kirkland & Ellis International LLP (the "Winters Declaration"), and the declaration of John Bibb, the Group Chief Executive Officer of Vyaire Medical, Inc. (the "Bibb Declaration"); and the

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the 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 the Court having found based on the representations made in the Application and in the Winters Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.

2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.

3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest;

d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;

g. advising the Debtors in connection with any potential sale of assets;

h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

i. advising the Debtors regarding tax matters;

j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Notwithstanding anything in the Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition special purpose retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition special purpose retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to

Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and the Committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

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

10. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

11. To the extent the Application, the Winters Declaration, the Bibb Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

Engagement Letter

Execution Version

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Josh Sussberg, P.C.
To Call Writer Directly:
+1 212 446 4829
joshua.sussberg@kirkland.com

601 Lexington Avenue
New York, NY 10022
United States

+1 212 446 4800

www.kirkland.com

Facsimile:
+1 212 446 4900

March 28, 2024

Via E-mail **CONFIDENTIAL**

Mr. Vikram Bajaj
Chief Financial Officer
26125 North Riverwoods Boulevard
Mettawa, Illinois 60045

Re: Retention to Provide Legal Services

Dear Mr. Vikram Bajaj:

We are very pleased that you have asked us to represent Vyaire Holding Company and its affiliates and direct and indirect subsidiaries listed on **Addendum A** to this letter (collectively, and as may be updated from time to time, "you" or "Client") in connection with a potential restructuring. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP and its affiliates (collectively, the "Firm," "we," "our" or "us") to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

KIRKLAND & ELLIS LLP

Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto as **Schedule I**, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but **the Firm** reserves the right to alter the timing of delivering its statements depending on circumstances**.** Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of $2,500,000. In addition, Client agrees to provide one or more additional special purpose retainer upon request by the Firm so that the amount of any special purpose retainer remains at or above the Firm's estimated fees and expenses. The Firm may apply the special purpose retainer to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any special purpose retainer is earned by the Firm upon receipt, any special purpose retainer becomes the property of the Firm upon receipt, Client no longer has a property interest in any special purpose retainer upon the Firm's receipt, any special purpose retainer will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any special purpose retainer; *provided*, *however*, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any special purpose retainer held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any special purpose retainer exceeds such fees, expenses, and costs. Client further understands and acknowledges that the use of a special purpose retainer is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case (as defined below); and that in light of the foregoing, the provision of the special purpose retainer is in Client's best interests. The fact that Client has provided the Firm with a special purpose retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the special purpose retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

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The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (*i.e.*, your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client. The Firm notes that the Firm currently represents or has represented Apax Partners, L.P. and/or its affiliates (collectively, the "Interested Parties") in a variety of matters and will continue to do so in such unrelated matters. Because Client is engaged in activities (and may in the future engage in additional activities) in which Client's interests may diverge from those of the Interested Parties or the Firm's other clients, the possibility exists that the Interested Parties or one of the Firm's clients may take positions adverse to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation, an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence restructuring cases under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petitions. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by **the Firm** in responding to document subpoenas**,** and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

***

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: ______________________________
Printed Name: Joshua A. Sussberg, P.C.
Title: Partner

Agreed and accepted this 3rd day of April, 2024

VYAIRE HOLDING COMPANY

By: ______________________________
Name: Vikram Bajaj
Title: Chief Financial Officer

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: ______________________________

Printed Name: Joshua A. Sussberg, P.C.
Title: Partner

Agreed and accepted this 4th day of April, 2024

VYAIRE HOLDING COMPANY

By: Vikram Singh Bajaj

Name: Vikram Bajaj
Title: Chief Financial Officer

KIRKLAND & ELLIS LLP

CONFIDENTIAL

Addendum A: List of Client Subsidiaries

1. Vyaire Company
2. Vyaire Finance B.V.
3. Vyaire Medical, Inc.
4. Bird Products Corporation
5. Breathe US Holdco Inc.
6. Breathe US Holdings LP
7. EME Medical, Inc.
8. Revolutionary Medical Devices, Inc.
9. SensorMedics Corporation
10. VIASYS Holdings Inc.
11. Vyaire Medical 202, Inc.
12. Vyaire Medical 203, Inc.
13. Vyaire Medical 205, Inc.
14. Vyaire Medical 206, Inc.
15. Vyaire Medical 211, Inc.
16. Vyaire Medical BR LLC
17. Vyaire Medical Capital LLC
18. Vyaire Medical Consumables LLC
19. Vyaire Medical International LLC
20. Vyaire Medical LLC
21. Vyaire Medical Payroll LLC
22. Vyaire Respiratory Diagnostics LLC
23. Vyaire Financial Holdings LLC
24. VM Finance Sub LLC
25. Vyaire Receivables LLC
26. Vyaire TSR Sub, LLC
27. Vyaire TSR Midco, LLC
28. Vyaire Medical Pty Ltd
29. Intermed Equipamento Medico Hospitalar LTDA
30. Servicos De Assistencia Tecnica A Equipmaneto Medico Hospitalar LTDA
31. Vyaire Medical Products ULC
32. Beijing Branch of Vyaire Medical Products (Shanghai) Co., Ltd.
33. Vyaire Medical Products (Shanghai) Co., Ltd.
34. Vyaire Medical Denmark Branch, Filial of Vyaire Medical AB
35. MIM Medizinische Instrumente und Monitoring GmbH
36. Vyaire GmbH
37. Vyaire Medical GmbH
38. Vyaire Medical Private Limited
39. Vyaire S.r.l.
40. Vyaire Medical S.r.l.
41. Vyaire Medical SDN BHD
42. Vyaire Medical Cooperatief U.A.
43. Vyaire Medical International B.V.
44. Vyaire Medical Holdings B.V.
45. Vyaire B.V.
46. Vyaire Medical B.V.
47. Vyaire Medical Products Limited (Spółka z ograniczoną odpowiedzialnością) - Poland Branch
48. Vyaire Limited Liability Company
49. imtmedical Pte. Ltd.
50. Vyaire Medical Pte. Ltd.
51. Vyaire Medical Korea Ltd.
52. Vyaire Medical AB
53. Acutronic Medical Systems AG
54. Advanced Respiratory Care AG
55. imtmedical ag
56. Vyaire Medical Sarl
57. Vyaire Turkey Tibbi Cihazlar Ticaret Anonim Sirketi
58. Vyaire DMCC
59. Carefusion U.K. 235 Limited
60. CareFusion U.K. 232 Limited
61. Vyaire UK 236 Limited
62. Vyaire Medical Products Limited

KIRKLAND & ELLIS LLP

SCHEDULE I: CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2024

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing**: The following list details K&E LLP's charges for duplicating, reprographics and printing services:
  - Black and White Copy or Print (all sizes of paper):
    - $0.16 per impression for all U.S. offices
    - €0.10 per impression in Munich
    - £0.15 per impression in London
    - HK$1.50 per impression in Hong Kong
    - CNY1.00 per impression in Beijing and Shanghai
  - Color Copy or Print (all sizes of paper):
    - $0.55 per impression
  - Scanned Images:
    - $0.16 per page for black and white or color scans
  - Other Services:
    - CD/DVD Duplicating or Mastering - $7/$10 per CD/DVD
    - Binding - $0.70 per binding
    - Large or specialized binders - $13/$27
    - Tabs - $0.13 per item
    - OCR/File Conversion - $0.03 per page
    - Large Format Printing - $1.00 per sq. ft.

- **Secretarial and Word Processing**: Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.

- **Overtime Charges**: Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses**: We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.

- **Catering Charges**: Clients will be charged for any in-house catering service provided in connection with client matters.

- **Communication Expenses**: We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.

  Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage**: We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.

- **Messengers**: We charge clients for the actual cost of a third-party vendor messenger.

- **Library Research Services**: Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.

- **Online Research Charges**: K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.

- **Inter-Library Loan Services**: Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is $25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

- **Off-Site Legal Files Storage**: Clients are not charged for off-site storage of files unless the storage charge is approved in advance.

- **Electronic Data Storage**: K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients $6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients $6.00 per month/per GB until the data is either returned to the client or properly disposed of.

- **Tax Filings**: Clients will be charged a fixed fee for certain tax filings. Our standard charge is $400 per Form 8832 election; $250 per Form 83(b) election for the first 20 forms, $100 per form for any additional forms; $1,000 each for Form SS-4 (Foreign); $100 each for Form SS-4 (Domestic); and $75 for each FIRPTA certificate.

- **Calendar Court Services**: Our standard charge is $25 for a court filing and other court services or transactions.

- **Supplies**: There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.

- **Contract Attorneys and Contract Non-Attorney Billers**: If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.

- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants**: If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.

- **Third Party Expenditures**: Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds $50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are based on current U.S. charges at an appropriate exchange rate.

EXHIBIT B

Winters 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 SPENCER A. WINTERS,
IN SUPPORT OF THE DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS
FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 9, 2024

I, Spencer A. Winters, being duly sworn, state the following under penalty of perjury:

1. I am the president of Spencer A. Winters, P.C., a partner of the law firm of Kirkland & Ellis LLP,[2] located at 333 West Wolf Point Plaza, Chicago, Illinois 60654, and a partner of Kirkland & Ellis International LLP (together with Kirkland & Ellis LLP, collectively, "Kirkland"). I am one of the lead attorneys from Kirkland working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of Illinois, and I have been admitted to practice in the United States District Court for the Northern District of Illinois. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and*

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

2 Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Application.

Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 9, 2024 (the "Application").[3] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland's Qualifications

4. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Appgate, Inc.*, No. 24-10956 (CTG) (Bankr. D. Del. June 13, 2024); *In re Express, Inc.*, No. 24-10831 (KBO) (Bankr. D. Del. June 4, 2024); *In re Sientra, Inc.*, No. 24-10245 (JTD) (Bankr. D. Del. Mar. 26, 2024); *In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Dec. 6, 2023); *In re Yellow Corporation*, No. 23-11069 (CTG) (Bankr. D. Del. Sept. 22, 2023); *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. Jun. 4, 2023).[4]

6. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

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[3] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

[4] Because of the voluminous nature of the orders cited in this Declaration, they are not attached to this Declaration. Copies of these orders are available upon request to Kirkland.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated March 28, 2024 (the "Engagement Letter"), a copy of which is attached as Exhibit 1 to the Order, the Debtors retained Kirkland to render, without limitation, the following legal services:

a. advising the Debtors with respect to their powers and duties as debtor in possession in the continued management and operation of their businesses and properties;

b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest;

d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;

g. advising the Debtors in connection with any potential sale of assets;

h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

i. advising the Debtors regarding tax matters;

j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

8. Kirkland intends to apply for compensation for professional services rendered on an hourly basis 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, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

10. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:[5]

Billing Category[6]	**U.S. Range**
Partners	$1,195-$2,465
Of Counsel	$820-$2,245
Associates	$745-$1,495
Paraprofessionals	$325-$625

11. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.[7]

12. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples

[5] For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

[6] Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

[7] For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

13. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

14. Kirkland currently charges the Debtors $0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than $0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

15. Per the terms of the Engagement Letter, on April 9, 2024, the Debtors paid $2,500,000 to Kirkland, which, as stated in the Engagement Letter, constituted a “special purpose retainer” (also known as an “advance payment retainer”) as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling $4,600,000 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose

retainer upon Kirkland's receipt, any special purpose retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.[8] A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth below.

8 The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

16. During the 90-day period before the Petition Date, the Debtors paid special purpose retainer in the following amounts to Kirkland:

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	*Special Purpose Retainer*		
			Amount Requested	Amount Received	Resulting Balance Following
Initial Request for Special Purpose Retainer	4/3/24	-	$2,500,000.00	-	-
Receipt of Initial Special Purpose Retainer	4/9/24	-	-	$2,500,000.00	$2,500,000.00
Additional Special Purpose Retainer	4/17/24	-	$500,000.00	-	$2,500,000.00
Receipt of Additional Special Purpose Retainer	4/22/24	-	-	$500,000.00	$3,000,000.00
Additional Special Purpose Retainer	4/23/24	-	$500,000.00	-	$3,000,000.00
Statement of Fees and Expenses	4/30/24	$2,578,523.71	-	-	$421,476.29
Receipt of Additional Special Purpose Retainer	5/2/24	-	-	$500,000.00	$921,476.29
Additional Special Purpose Retainer	5/6/24	-	$500,000.00	-	$921,476.29
Receipt of Additional Special Purpose Retainer	5/13/24	-	-	$500,000.00	$1,421,476.29
Additional Special Purpose Retainer	5/14/24	-	500,000.00	-	$1,421,476.29
Receipt of Additional Special Purpose Retainer	5/16/24	-	-	$500,000.00	$1,921,476.29
Additional Special Purpose Retainer	5/17/24	-	$500,000.00	-	$1,921,476.29
Statement of Fees and Expenses	5/20/24	$1,445,320.54	-	-	$476,155.75
Receipt of Additional Special Purpose Retainer	5/22/24	-	-	$500,000.00	$976,155.75
Additional Special Purpose Retainer	5/23/24	-	$500,000.00	-	$976,155.75
Receipt of Additional Special Purpose Retainer	5/29/24	-	-	$500,000.00	$1,476,155.75
Additional Special Purpose Retainer	5/30/24	-	$750,000.00	-	$1,476,155.75
Receipt of Additional Special Purpose Retainer	5/31/24	-	-	$750,000.00	$2,226,155.75
Additional Special Purpose Retainer	6/5/24	-	$500,000.00	-	$2,226,155.75
Additional Special Purpose Retainer	6/6/24	-	$350,000.00	-	$2,226,155.75
Receipt of Additional Special Purpose Retainer	6/7/24	-	-	$500,000.00	$2,726,155.75
Receipt of Additional Special Purpose Retainer	6/7/24	-	-	$350,000.00	$3,076,155.75

17. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland's special purpose retainer, Kirkland's total special purpose retainer always exceeded any amounts listed on statements describing services rendered

and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

18. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

19. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

20. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

a. **Question**: Did Kirkland agree to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement?

   Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

b. **Question**: Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

Answer: No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

c. **Question**: If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland's current hourly rates for services rendered on behalf of the Debtors range as follows:[9]

Billing Category[10]	U.S. Range
Partners	$1,195-$2,465
Of Counsel	$820-$2,245
Associates	$745-$1,495
Paraprofessionals	$325-$625

Kirkland represented the Debtors during the twelve-month period from January 1 to December 31, 2023, using the hourly rates listed below:

Billing Category	U.S. Range
Partners	$1,195-$2,245
Of Counsel	$820-$2,125
Associates	$685-$1,395
Paraprofessionals	$295-$575

9 While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

10 Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

d. **Question**: Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

Answer: Yes, for the period from June 9, 2024 through September 7, 2024.

Kirkland's Disinterestedness

21. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** hereto. In addition, after Kirkland identified all client connections with the parties in interest over a specified time period, Kirkland circulated a survey email to all Kirkland attorneys who billed 10 or more hours to such clients during the prior six years. Further, beyond the individual emails, Kirkland sent a daily report of new matters firm wide. All Kirkland attorneys are responsible for reviewing the daily report of new matters and raising any potential concerns with respect to new representations. Other than with respect to Kirkland's prior representation of Apax as described herein, Kirkland did not receive any answers in the affirmative to these emails. Additionally, to the extent that I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

22. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may 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. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:[11]

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

23. To the best of my knowledge, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and

[11] Kirkland's inclusion of parties in the following Schedules is solely to illustrate Kirkland's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

(b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

24. Listed on **Schedule 2** to this Declaration are the results of Kirkland's conflicts searches of the above-listed entities.[12] For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.[13]

25. Of the entities listed on **Schedule 2**, Blackstone and certain of its affiliates ("Blackstone"), and two counterparties that considered participation in the Debtors' sale and marketing process,[14] each represented more than one percent of Kirkland's fee receipts for the

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12 As referenced in **Schedule 2**, the term "current client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term "former client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term "closed client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland's representation rather than its potential listing in Kirkland's conflicts search system. The list generated from Kirkland's conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with "former clients" or "closed clients" for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

13 Contemporaneous with the filing of the Application, the Debtors also are seeking to retain and employ Cole Schotz P.C. as conflicts counsel pursuant to the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Delaware Co-Counsel for the Debtors Effective as of the Petition Date*.

14 As noted in paragraph 39, due to the inherently competitive nature of this process, it is imperative that the identities of these potential counterparties remain confidential. The Debtors have disclosed to the U.S. Trustee the identities of the potential counterparties and Kirkland's connections to such potential counterparties.

twelve-month period ending on May 31, 2024.[15] Certain funds affiliated with Blackstone, including Diamond CLO 2018 1 Ltd., are prepetition first-lien secured lenders to the Debtors. Kirkland has not represented, and will not represent, Blackstone or its affiliates in connection with these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that any current or former representation of any of these parties precludes it from meeting the disinterestedness standard under the Bankruptcy Code.

26. Kirkland's conflicts search of the entities listed on **Schedules 1(a) – 1(s)** (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of my knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

27. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the United States Trustee for the District of Delaware (the "U.S. Trustee"), any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of Delaware, except as disclosed or otherwise described herein.

28. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to

[15] Specific percentages will be disclosed to the U.S. Trustee upon request.

identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

29. Generally, it is Kirkland's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

30. From time to time, certain former partners of Kirkland are entitled to compensation for a limited period of time following their departure from the firm.

31. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

32. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

33. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity

security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to the Debtors' Stakeholders.

34. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Apax Partners, LLP and certain of its affiliated investment funds and portfolio companies ("Apax") in a variety of matters. Apax indirectly owns approximately 99% of the equity interests in Debtor Vyaire Holding Company and certain funds affiliated with Apax hold certain of the Debtors' first lien term loans.

35. Prior to the Petition Date, Kirkland represented Apax in connection with a potential carve-out transaction in which certain Apax funds considered purchasing one of the Debtors' business units and, in connection with that potential purchase, contributed certain amounts of cash to the Debtors. Apax is represented by Simpson Thatcher & Bartlett LLP in these chapter 11 cases. During the pendency of these chapter 11 cases, Kirkland has not represented and will not represent Apax in connection with the Debtors or any matter in these chapter 11 cases. Kirkland has an applicable waiver on file from both the Debtors and Apax allowing Kirkland to represent the Debtors in these chapter 11 cases. I do not believe that Kirkland's current or prior representations of Apax preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

36. As disclosed on Schedule 2, certain of the Debtors' lenders or their affiliates are current or former clients of Kirkland, including members of the ad hoc group of prepetition first lien secured term loan lenders (the "First Lien Group"). Such lenders include Atalaya Capital Management LP, Benefit Street Partners L.L.C., BlackRock Investment Management (UK) Limited, Blackstone, BNP Paribas, ING Capital LLC, Nuveen Asset Management, LLC, Oaktree Capital Management, L.P., and UBS AG Stamford Branch. Members of the First Lien Group are

also the Debtors' DIP lenders and party to a restructuring support agreement with the Debtors. Kirkland's current and prior representations of these entities have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, any of the Debtors' lenders or their affiliates in connection with these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representations of Debtors' lenders or their affiliates precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

B. Connections to Officers and Directors.

37. As disclosed below and on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries and entities associated with the Debtors' current and recent former officers and directors. I do not believe that Kirkland's current or prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

38. Paul Aronzon, David Barse, and Ronald Labrum, each current directors of certain of the Debtors, serve, have served, or may serve, from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Messrs. Labrum, Aronzon, or Barse serve or have served in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

C. Potential M&A Transaction Counterparties.

39. 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. The Debtors have disclosed to the U.S. Trustee the identities of the potential counterparties and Kirkland's connections to such potential counterparties, and Kirkland believes such disclosure is sufficient and reasonable under the circumstances and at this time. However, should the Court request disclosure of the identities of the potential counterparties, the Debtors are prepared to file with the Court under seal a version of this Declaration that contains a schedule of the potential counterparties and Kirkland's connections to such potential counterparties. Prior to the Petition Date, Kirkland reviewed the Debtors' form confidentiality agreement utilized in connection with the Debtors' marketing process on behalf of a potential counterparty. No new matter was opened in connection with the review of the confidentiality agreement, and no confidentiality agreement was executed between the Debtors and the potential counterparty. Kirkland will not represent such counterparty with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representations of the potential counterparties or certain of their affiliates or Kirkland's review of the confidentiality agreement precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

D. Other Chapter 11 Professionals.

40. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seeks to retain in connection with these chapter 11 cases. Kirkland's current and prior representations of these professionals have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, any such professionals in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of these professionals precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

41. Certain of the Debtors' prepetition lenders retained Houlihan Lokey Inc. ("Houlihan Lokey") as their investment banker and advisor. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Houlihan Lokey on a variety of matters. Kirkland's current and prior representations of Houlihan Lokey have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Houlihan Lokey in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Houlihan Lokey precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

42. Certain of the Debtors' prepetition lenders retained Rothschild & Co. (together with its affiliates, "Rothschild") as their investment banker and advisor. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Rothschild on a variety of matters. Kirkland's current and prior representations of Rothschild have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Rothschild in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Rothschild precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

43. Rachael Bentley, a Kirkland partner, is married to Matthew Bentley, an associate at ArentFox Schiff LLP, counsel to the agent on the Debtors' debtor in possession financing facility. Ms. Bentley does not work, and will not work, on cases where Mr. Bentley is involved. Likewise, Mr. Bentley does not work, and will not work, on cases where Ms. Bentley is involved. I do not believe this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

E. Kirkland Attorney and Employee Investments.

44. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland's knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

45. From time to time one or more Kirkland partners and of counsel voluntarily choose to form an entity (a "Passive-Intermediary Entity") to invest in one or more Investment Funds. Such Passive-Intermediary Entity is composed only of persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity's formation (although some may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland's partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds

will purchase or sell and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the identity of the securities purchased, sold, or held by the Investment Funds ("Known Holdings"), such Known Holdings are submitted to Kirkland's conflict checking system.

46. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

F. Former Clerks.

47. The following Kirkland employees had clerkships in the United States Bankruptcy Court for District of Delaware during the last three years (together, the "Former Clerks"). I do not believe that the Former Clerks' work for the Court precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

48. Jose Elaine Lugo is a Kirkland associate who clerked with the Honorable Karen B. Owens in the United States Bankruptcy Court for the District of Delaware, from September 2020 to September 2021. Ms. Lugo began working at Kirkland in September 2021, and had no connection with the Debtors' chapter 11 cases while working for Judge Owens. I do not believe

that Mr. Lugo's work for the Court precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

49. Jacob Black is a Kirkland associate who clerked with the Honorable Christopher S. Sontchi (ret.) in the United States Bankruptcy Court for the District of Delaware, from January 2020 to December 2021. Mr. Black began working at Kirkland in September 2021, and had no connection with the Debtors' chapter 11 cases while working for Judge Sontchi. I do not believe that Mr. Black's work for the Court precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

G. Other Disclosures.

50. Finally, certain interrelationships exist among the Debtors and their non-Debtor affiliates (the "Intercompany Relationships"). Nevertheless, the Debtors have advised Kirkland that the Intercompany Relationships do not pose any conflict of interest because of the general unity of interest among the Debtors and their non-Debtor affiliates. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude Kirkland's joint representation of the Debtors and their non-Debtor affiliates in these chapter 11 cases.

51. As disclosed on **Schedule 2**, certain potential parties in interest in these chapter 11 cases are current or former Kirkland restructuring clients, including Frontier Communications Corporation, (together with any other current or former Kirkland restructuring client, the "Restructuring Clients"). Kirkland's current and prior representations of the Restructuring Clients are unrelated to the Debtors' chapter 11 cases. Kirkland will not represent the Debtors, the Debtors' non-Debtor affiliates, or other entities associated with the Debtors in any matter related to the Restructuring Clients' restructuring matters. Similarly, Kirkland will not represent the Restructuring Clients against the Debtors in these chapter 11 cases. I do not believe that Kirkland's

current or prior representations of the Restructuring Clients preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

52. Kirkland currently represents, and formerly has represented, Bank of America, N.A. ("Bank of America") and certain of its affiliates, in a variety of matters. Bank of America serves as the prepetition First Lien Term Loan Agent. Kirkland's representations of Bank of America, in the aggregate, accounted for less than one percent of Kirkland's fee receipts for the twelve-month period ending on June 7, 2024. All of Kirkland's current and prior representations of Bank of America have been unrelated to the Debtors and these chapter 11 cases. I do not believe that Kirkland's representation of Bank of America precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

53. Michael E. Weisser, a Kirkland partner, is a member of the board of Northwell Health Foundation, which is a customer of the Debtors. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Mr. Weisser from all aspects of Kirkland's representation of the Debtors. I do not believe Mr. Weisser's connection to Northwell Health Foundation precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

54. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., and J.P. Morgan Clearing Corp. (together, "JPM"), who hold several of the Debtors' bank accounts and is a prepetition first-lien secured lender to the Debtors. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors. I do not believe Ms. Witt's connection to JPM precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

55. James H.M. Sprayregen, a Kirkland partner, worked as an attorney at Kirkland from July 1990 until June 2006 and rejoined the firm in December 2008. From June 2006 until December 2008, prior to rejoining the firm, Mr. Sprayregen was co-head of the restructuring group of Goldman Sachs Americas, where he advised U.S. and international clients in restructuring and distressed situations. Certain affiliates of Goldman Sachs are prepetition first-lien lenders. As described above, Goldman Sachs is a client of the firm and is disclosed on Schedule 1(l) attached hereto. I do not believe that Mr. Sprayregen's prior employment at Goldman Sachs precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

56. Reginald Brown, a Kirkland partner, is a member of the board of directors Blackstone, Inc. Certain funds affiliated with Blackstone are lenders to the Debtors. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Mr. Brown from all aspects of Kirkland's representation of the Debtors. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

57. Furthermore, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the representation. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

58. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland

Attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement of Disinterestedness

59. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

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

Dated: July 9, 2024

Respectfully submitted,

/s/ Spencer A. Winters
Spencer A. Winters
as President of Spencer A. Winters, P.C.,
as Partner of Kirkland & Ellis LLP and
as Partner of Kirkland & Ellis International LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Spencer A. Winters in Support of the Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 9, 2024* (the "Winters Declaration").[1] Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Winters Declaration, matching the incomplete or ambiguous name.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Winters Declaration.

SCHEDULE 1

List of Schedules

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

SCHEDULE 1(a)

Debtors and their Non-Debtor Affiliates

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

SCHEDULE 1(b)

Current and Recent Former Directors & Officers

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

SCHEDULE 1(c)

Shareholders

Apax Global Alpha Ltd.
Apax Partners LLP
Apax VIII Fund

SCHEDULE 1(d)

Bankruptcy Professionals

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

SCHEDULE 1(e)

Cash Management Banks

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

SCHEDULE 1(f)

Insurers

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

SCHEDULE 1(g)

Landlords

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

SCHEDULE 1(h)

Lender Counsel and Advisors

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

SCHEDULE 1(i)

Lenders and Agents

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

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

SCHEDULE 1(j)

Litigation Parties and Counsel

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

SCHEDULE 1(k)

Material Contract Counterparties

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

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

SCHEDULE 1(l)

Ordinary Course Professionals

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

SCHEDULE 1(m)

Potential M&A Counterparties

[Confidential]

SCHEDULE 1(n)

Taxing Authorities

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

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

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

SCHEDULE 1(o)

Committee Professionals

McDermott Will & Emery LLP

SCHEDULE 1(p)

Committee Members

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

SCHEDULE 1(q)

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

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

SCHEDULE 1(r)

Utility Providers

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

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
ABM Industry Group LLC	ABM Industries Incorporated	Current
Advanced Motion Controls AB	Danaher Corp. Pall Corporation	Current Closed
Agiliti Health Inc.	Agiliti, Inc. First Eagle Alternative Credit LLC Thomas H. Lee Partners	Current Current Current
AlbaCore Capital LLP AlbaCore Investment Opportunities LP AlbaCore Liquid Income Designated Activity Co. AlbaCore Partners II Investment Holdings D Designated Activity Co. AlbaCore Partners III Investment Holdings Fin III Designated Activity Co.	Albacore Capital LLP Igneo Infrastructure Partners Mitsubishi UFJ Financial Group, Inc. MUFG Securities Americas Inc.	Current Current Former Closed
Amazon Web Services Inc.	Zoox Labs, Inc.	Current
American International Group Inc.	AIG DECO Fund I LP AIG DECO Fund II LP	Current Current
Apax Partners LLP Apax Global Alpha Ltd. Apax VIII Fund	Apax Partners LLP	Current
Ares Management LLC	American Capital Equity Management II, LLC Ares Acquisition Corporation Ares Acquisition Corporation II Ares Alternative Credit Management LLC Ares Capital Corporation Ares Capital Management LLC Ares Commercial Real Estate Corporation Ares Corporate Opportunities Fund VI, L.P.	Current Current Current Former Current Current Current Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Ares European Credit Solutions Fund SICAV	Current
	Ares Infrastructure Debt Fund	Current
	Ares Management Asia (Cayman) Limited	Current
	Ares Management Asia (Hong Kong) Ltd.	Current
	Ares Management Asia (Singapore) Pte. Ltd.	Current
	Ares Management Corp. & certain of its affiliates	Current
	Ares Management Limited	Current
	Ares Management LLC	Current
	Ares Private Markets Fund	Current
	Ares Secondaries Advisors LLC	Current
	Ares Special Opportunities Fund LP	Closed
	Ares SSG Capital Management Ltd.	Current
	Ares Strategic Income Fund	Current
	Ares US Real Estate Fund X, L.P.	Current
	Ares US Real Estate Opportunity Fund II, L.P.	Current
	Ares US Real Estate Opportunity Fund III, L.P.	Current
	Ares US Real Estate Opportunity Fund IV, L.P.	Current
	Ares US Real Estate Opportunity Parallel Fund III-A, LP	Closed
	Landmark Equity Advisors, LLC	Current
Ascension Health Resource & Supply Management Group LLC	Ascension Health Alliance	Current
Ascension Providence Hospital	Ascension SE Wisconsin Hospital Inc.	Current
	Columbia St. Mary's Hospital Milwaukee Inc.	Current
	Columbia St. Mary's Hospital Ozaukee Inc.	Current
AssuredPartners Inc.	Anna May L. Trala	Current
	Ashwin Krishnan	Current
	AssuredPartners, Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Benjamin J. Daverman	Current
	Christian B. McGrath	Current
	Collin E. Roche	Current
	Constantine S. Mihas	Current
	GTCR (W-1) Investors LP	Current
	GTCR (W-2) Investors LP	Current
	GTCR Fund XIV	Current
	GTCR Investment Holdings (Blocked) LP	Current
	GTCR Investment Holdings (Unblocked) LP	Current
	GTCR LLC	Current
	GTCR Management Holdings LP	Current
	GTCR-Ultra Intermediate Holdings, Inc.	Current
	James E. Bonetti	Current
	Kalen J. McConnell	Current
	Mark M. Anderson	Current
	Michael S. Hollander	Current
	Sean L. Cunningham	Current
AT&T Corp.	AT&T Billing Southeast, LLC	Current
AT&T Global Network Services	AT&T Billing Southwest, LLC	Current
AT&T Illinois	AT&T Communications of Indiana, Inc.	Current
AT&T Mobility II LLC	AT&T Communications of Indiana, LLC	Current
	AT&T Communications of New York Inc.	Current
	AT&T Communications of Texas, LLC	Current
	AT&T Communications of Virginia, LLC	Current
	AT&T Comunicaciones Digitales, S. de R.L. de C.V.	Current
	AT&T Corp.	Current
	AT&T Datacomm Holdings, LLC	Current
	AT&T DataComm, L.P.	Current
	AT&T Global Communications Services Inc.	Current

Name of Entity Searched	**Name of Entity and/or Affiliate of Entity, that is a K&E Client**	**Status**
	AT&T Inc.	Current
	AT&T Investment Fund IV, LLC	Current
	AT&T Investment Fund V, LLC	Current
	AT&T Investment Fund VI, LLC	Current
	AT&T Investment Operations I, LLC	Current
	AT&T Investment Operations II, LLC	Current
	AT&T Management Services, LLC	Current
	AT&T Mobility II LLC	Current
	AT&T Mobility LLC	Current
	AT&T MVPD Group Holdings, LLC	Current
	AT&T Network Supply, LLC	Current
	AT&T of Puerto Rico, Inc.	Current
	AT&T of the Virgin Islands, Inc.	Current
	AT&T Services, Inc.	Current
	AT&T Southeast Supply, LLC	Current
	AT&T Southwest Supply, LLC	Current
	AT&T Supply I, LLC	Current
	AT&T Technical Services Company, Inc.	Current
	AT&T Teleholdings, Inc.	Current
	AT&T West Supply, LLC	Current
	Be Sunshine, LLC	Current
	DIRECTV, LLC	Former
Atalaya Capital Management LP	Atalaya Luxco PIKCo	Closed
Bank of America	Banc of America Securities LLC	Closed
Bank of America Corp.	Bank of America Corp.	Current
	Bank of America Securities Ltd.	Closed
	Benjamin Klein	Current
	BofA Securities Inc.	Current
	Merrill Lynch (Asia Pacific) Limited	Closed
Barclays UK Investments Ltd.	Barclays Bank plc	Current
	Barclays Capital Inc.	Current
	Barclays Securities Inc.	Current
Berkshire Hathaway Specialty Insurance Co.	Berkshire Hathaway Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	BHE Renewables LLC	Current
	BNSF Railway	Closed
	Brilliant National Services, Inc.	Current
	FlightSafety International Inc.	Closed
	HomeServices of America, Inc.	Current
	PPW Holdings LLC	Current
BlackRock Financial Management Inc.	BlackRock Investment Management (UK) Limited	Closed
BlackRock Global LLC	BlackRock, Inc.	Current
BlackRock Investment Management	Mark B. Florian	Current
	Pam Chan	Current
California Street CLO IX LP	Arcmont Asset Management Ltd.	Current
Menard Inc.	Nuveen Alternatives Advisors, LLC	Current
Nuveen Alternative Investment Funds SICAV SIF		
Nuveen Asset Management LLC		
Nuveen Floating Rate Income Fund		
Nuveen Floating Rate Income Fund A Series of Nuveen Investment Trust Iii		
Nuveen Senior Loan Fund LP		
Nuveen US Senior Loan Fund		
Pensiondanmark Pensionsforsikringsaktieselskab By Symphony Asset Management LLC		
Symphony Asset Management LLC		
Symphony Clo Xix Ltd.		
Symphony Clo Xv Ltd.		
Symphony Clo Xvi Ltd.		
Symphony Clo Xvii Ltd.		
Symphony Clo Xviii Ltd.		
Symphony Clo XX Ltd.		
Symphony Floating Rate Senior Loan Fund		
TCI Symphony Clo 2016 1 Ltd.		
TCI Symphony Clo 2017 1 Ltd.		
TIAA Global Public Investments LLC Series Loan Teachers Insurance & Annuity		

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Chicago Office Technology Group Inc. Xerox Financial Services LLC	Xerox Corp.	Former
Chubb Ltd. Westchester Surplus Lines Insurance Co.	Chubb Bermuda Insurance Ltd.	Current
Cigna Behavioral Health	CHSS JV, LLC	Current
Cigna Group, The	Cigna Corporation	Closed
Cleo Communications US LLC	Cleo Communications Holding, LLC	Current
Cognizant Technology Solutions US Corp.	Cognizant Business Services Corporation	Closed
Cognizant Worldwide Ltd.	Cognizant Technology Solutions Corp.	Current
	Cognizant TriZetto Software Group, Inc.	Current
Commonwealth Edison Co.	Exelon Corporation	Closed
	Mountain Creek Power LLC	Current
	William A. Von Hoene, Jr.	Closed
	Wolf Hollow I Power LLC	Current
	Wolf Hollow II Power LLC	Former
Commonwealth Land Title Insurance Co. Fidelity National Title Insurance Co.	Fidelity National Financial Inc.	Closed
Culligan Water	BDT Capital Partners LLC	Current
	MSD Partners, L.P.	Current
CVS Caremark	Oak Street Health, LLC	Closed
Dell Marketing LP	Dell Inc.	Current
	Dell Technologies Inc.	Current
	EMC Corp.	Closed
Deutsche Bank AG	DB U.S. Financial Markets	Closed
	Deutsche Bank & Trust Co.	Closed
	Deutsche Bank AG	Current
	Deutsche Bank AG, New York Branch	Closed
	Deutsche Bank Americas Holding Corp.	Closed
	Deutsche Bank Securities Inc.	Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Northwestern Mutual Life Insurance Co., The	Current
Diamond CLO 2018 1 Ltd.	BCP VII SBS Holdings LLC	Current
Diamond TargetCo 1 LLC	BEP II SBS Holdings LLC	Current
GSO Capital Partners LP	Blackstone Advisors India Pvt. Ltd.	Current
GSO Diamond Portfolio Fund LP	Blackstone Alliance LLC	Former
Medline Industries Inc.	Blackstone Alternative Credit Advisors LP	Current
	Blackstone Asia	Current
	Blackstone Capital Partners VII LP	Current
	Blackstone Capital Partners VII NQ LP	Current
	Blackstone Energy Family Investment Partnership II ESC NQ LP	Current
	Blackstone Energy Family Investment Partnership II SMD LP	Current
	Blackstone Energy Partners II F NQ LP	Current
	Blackstone Energy Partners II LP	Current
	Blackstone Energy Partners II NQ LP	Current
	Blackstone Europe LLP	Current
	Blackstone Family Investment Partnership VII ESC NQ LP	Current
	Blackstone Family Real Estate Partnership (Offshore) VIISMD L.P.	Closed
	Blackstone Family Real Estate Partnership Europe IV-SMD L.P.	Closed
	Blackstone Group International Partners LLP, The	Closed
	Blackstone Growth LP	Former
	Blackstone Inc.	Current
	Blackstone Infrastructure Partners	Current
	Blackstone Infrastructure Partners LP	Current
	Blackstone Life Sciences Advisors LLC	Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Blackstone Management Partners LLC	Current
	Blackstone Mortgage Trust Inc.	Current
	Blackstone Property Partners Europe Holdings SARL	Current
	Blackstone Property Partners LP	Current
	Blackstone Real Estate Advisors	Closed
	Blackstone Real Estate Advisors LP	Closed
	Blackstone Real Estate Holdings (Offshore) VII-NQ L.P.	Closed
	Blackstone Real Estate Holdings (Offshore) Vll-NQ - ESC L.P.	Closed
	Blackstone Real Estate Holdings Europe IV-NQ ESC L.P.	Closed
	Blackstone Real Estate Income Trust Inc.	Former
	Blackstone Real Estate Investment Trust	Former
	Blackstone Real Estate Partners	Current
	Blackstone Real Estate Partners (Offshore) Vll.F-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) Vll.TE.1-8-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) Vll-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe IV-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe VII	Current
	Blackstone Singapore Pte. Ltd.	Former
	Blackstone Strategic Capital Holdings LP	Current
	Blackstone Strategic Opportunity Fund	Current
	Blackstone Strategic Partners	Closed
	Blackstone Tactical Opportunities Advisors LLC	Current
	Blackstone Tactical Opportunities Fund LP	Former
	BPP Parker Towers Property Owner LLC	Current
	BRE Atlas Property Owner LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	BRE Newton Hotels Property Owner LLC	Current
	BRE Polygon Property Owner LLC	Current
	BRE SH Brisbane Owner LLC	Current
	BRE SSP Property Owner LLC	Current
	BRE SSP Thousand Oaks LLC	Current
	BX CQP Target Holdco LLC	Current
	David I. Foley	Current
	Independent Directors of First Eagle Global Opportunities Fund	Current
	Khan, Bilal	Current
	Kush Patel	Current
	Medline Industries, Inc.	Closed
	Prakash A. Melwani	Former
	Strategic Partners Fund Solutions	Current
	Vikram Suresh	Former
Fidelity Insurance Co.	UnitedHealth Group Employee Benefits Plan Investment Committee and Members	Current
	UnitedHealth Group Inc, Board of Directors	Current
	UnitedHealth Group, Inc.	Current
	USHealth Group, Inc.	Current
Frontier Communications Corp.	Frontier Communications Corporation	Current
GE Precision Healthcare LLC	GE Healthcare (China) Co. Ltd.	Current
	GE Healthcare (Shanghai) Co. Ltd.	Current
	GE Healthcare AS	Current
	GE Healthcare do Brasil Comercio e Servicos para Equipamentos Medico-Hospitalares Ltda.	Current
	GE Healthcare GmbH	Current
	GE Healthcare Inc.	Current
	GE Healthcare Information Technologies GmbH & Co. KG	Current
	GE Healthcare Ireland Ltd.	Current
	GE Healthcare Ltd.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	GE HealthCare Medical Technology LLC	Current
	GE Healthcare Technologies Inc.	Current
	GE HFS LLC	Current
	GE Medical Holding AB	Current
	GE Medical Systems (China) Co. Ltd.	Current
	GE Medical Systems Information Technologies GmbH	Current
	GE Medical Systems Information Technologies Inc.	Current
	GE Medical Systems LLC	Current
	GE Medical Systems Ltd.	Current
	GE Medical Systems Societe en Commandite Simple	Current
	GE Medical Systems Trade and Development (Shanghai) Co. Ltd.	Current
	GE Medical Systems, Ultrasound & Primary Care Diagnostics LLC	Current
	Wipro GE Healthcare Pvt. Ltd.	Current
Georgia, State of, Department of Revenue	State of Georgia	Current
Goldman Sachs Trust II Goldman Sachs Multi Manager Non Core Fixed Income Fund	Goldman Sachs	Current
	Goldman Sachs & Co. LLC	Former
	Goldman Sachs (Asia) LLC	Current
	Goldman Sachs Asset Management International	Current
	Goldman Sachs Bank Europe SE	Closed
	Goldman Sachs Group Inc.	Current
	Goldman Sachs Group, Merchant Banking Division	Closed
	Goldman Sachs International Bank	Former
	Goldman Sachs International Ltd.	Current
	Goldman Sachs Trust Company, N.A.	Current
Greatbatch Medical SAS	Viant Medical, LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Hartford Financial Services Group Inc., The	Hartford Funds, Independent Trustees	Current
Houlihan Lokey Inc.	Houlihan Lokey EMEA, LLP	Current
	Houlihan Lokey Inc.	Current
Hypo Vereinsbank	UniCredit Bank AG, London Branch	Current
Illinois, State of, Department of Revenue	Illinois Executive Ethics Commission	Current
	Illinois Torture Inquiry and Relief Commission	Current
	Office of the Governor, State of Illinois	Closed
ING Capital LLC	ING Bank N.V.	Current
	ING Capital LLC	Current
Inventus Power Inc.	Inventus Power, Inc.	Current
	KRG Capital Fund IV (FF), L.P.	Current
	KRG Capital Fund IV (PA), L.P.	Current
	KRG Capital Fund IV, L.P.	Current
	KRG Capital Fund IV-A, L.P.	Current
	KRG Capital Partners, LLC	Current
JPMorgan Chase Bank NA	Andrew Cohen	Closed
	Highbridge Capital Management, LLC	Current
	J.P. Morgan AG	Closed
	J.P. Morgan Asset Management Private Equity Group	Current
	J.P. Morgan Investment Management Inc.	Current
	J.P. Morgan Securities Asia Pacific Limited	Current
	J.P. Morgan Securities LLC	Current
	J.P. Morgan Securities plc	Closed
	JP Morgan Asset Management	Current
	JP Morgan Securities (Asia Pacific) Ltd.	Closed
	JP Morgan Securities (Far East) Ltd.	Closed
	JPMorgan Asset Management (Europe) SARL	Current

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	JPMorgan Asset Management (UK) Ltd.	Current
	JPMorgan Chase & Co.	Closed
	JPMorgan Chase Bank NA	Former
	JPMorgan Funds Limited	Current
	JPMorgan Infrastructure Investments Fund	Current
	JPMorgan Investment Management Inc. - Global Special Situations	Current
	JPMorgan Investment Management Inc. - Infrastructure Investment Group	Current
	JPMorgan Securities LLC	Closed
	Kerwin Clayton	Former
KPMG LLP	KPMG (HK)	Current
	KPMG Auditores, S.L.	Closed
	KPMG International Ltd.	Closed
	KPMG International Services Ltd.	Closed
	KPMG Law Firm	Former
	KPMG LLP	Former
	KPMG LLP (Canada)	Current
	KPMG LLP (Singapore)	Current
Louisville Gas & Electric Co.	LG&E and KU Energy LLC	Closed
Marsh USA Inc.	Oliver Wyman Inc.	Current
McKinsey & Co. Inc.	Christopher Finocchi	Current
	McKinsey Recovery & Transformation Services U.S., LLC	Closed
	Somesh Khanna	Former
	Sunil Sanghvi	Current
Medline Industries Inc.	Euro Petunia Private Ltd.	Current
	Exeter Europe Investment Partnership II S.C.Sp	Current
	Exeter Europe Investment Partnership S.C.Sp	Current
	GIC (Realty) Private Ltd.	Current
	GIC Infra Holdings Pte Ltd.	Current
	GIC Private Markets Private Limited	Current

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	GIC Private Markets Pte. Ltd.	Current
	GIC Real Estate Inc.	Current
	GIC Ventures Pte. Ltd	Current
	GSA Club GBP LP	Current
	LoanCore Capital, LLC	Current
	Medline Industries, Inc.	Closed
Medline Industries Inc.	AlpInvest Partners B.V.	Current
	Carlyle Asia Investment Advisors Limited	Current
	Carlyle Asia Partners IV LP	Current
	Carlyle Aviation Partners Ltd.	Current
	Carlyle Global Credit Investment Management LLC	Current
	Carlyle Group Inc., The	Current
	Carlyle Group Management LLC	Current
	Carlyle Infrastructure Fund LP	Current
	Carlyle Infrastructure Partners LP	Current
	CIM Global LLC	Current
	James Larocque	Current
	Matthew O'Connor	Current
	Medline Industries, Inc.	Closed
Medline Industries Inc.	Hellman & Friedman LLC	Current
	Medline Industries, Inc.	Closed
	Stephen H. Ensley	Former
Minnesota, State of, Department of Revenue	Minnesota Department of Human Rights	Former
	Minnesota, State of, Office of the Attorney General	Former
Mizuho Bank Ltd. New York	Mizuho Americas LLC	Current
	Mizuho Bank, Ltd.	Current
Morgan Stanley Bank NA	Eaton Vance Funds, Independent Trustees	Current
	Meeker, Mary	Closed
	Morgan Stanley	Current
	Morgan Stanley Asia Limited	Current
	Morgan Stanley Infrastructure Inc.	Current
	Morgan Stanley Infrastructure Partners	Current

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	Morgan Stanley Investment Management Limited	Closed
	Morgan Stanley Real Estate Investing	Closed
	Morgan, Stanley & Co.	Current
	Prime Property Fund	Closed
MV Credit Partners LLP MV Private Debt CE Sarl MV Private Debt GC Sarl MV Private Debt OP1 Sarl Natixis New York Branch	MV Credit Partners LLP	Current
Nalco Company LLC d/b/a Nalco Water Pretreatment	Nalco Company LLC	Current
New York, State of, Department of Taxation & Finance	New York State Courts Access to Justice Program	Current
Northwell Health Inc.	Northwell Health Inc.	Current
	Northwell Health Plans Holding Co. Inc.	Current
	Northwell Healthcare Inc.	Current
Oklahoma, State of, Tax Commission	Oklahoma Tax Commission	Closed
Old Republic Professional Liability Inc.	Old Republic International Corp.	Current
	Old Republic National Title Holding Co.	Current
Owens & Minor Distribution Inc.	Owens & Minor, Inc.	Current
Oxford Global Resources LLC	H.I.G. Acquisition Corp.	Closed
	H.I.G. Bayside Debt & LBO Fund II LP	Closed
	H.I.G. Capital LLC	Current
	H.I.G. Capital Management, Inc.	Current
	H.I.G. Europe Middle Market LBO Fund LP	Closed
	H.I.G. European Capital Partners LLP	Current
	H.I.G. Middle Market LBO Fund III LP	Closed
	H.I.G. Middle Market LLC	Current
	H.I.G. Realty Partners	Current

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	H.I.G. Technology Partners A.L.P.	Closed
Parker-Hannifin Corp. - Porter Division	Parker-Hannifin Corp.	Closed
Partssource Inc.	BCPE Osprey Holdings, LP	Current
	PartsSource Inc.	Current
Pennsylvania, Commonwealth of, Department of Revenue	Office of the General Counsel of Pennsylvania	Former
	Office of the Governor of Pennsylvania	Former
	Pennsylvania, Commonwealth of, Office of the Secretary of State	Former
Phillips-Medisize Costa Mesa LLC	Koch Cos. Public Sector LLC	Current
	Koch Equity Development LLC	Current
	Koch Industries Inc.	Current
	Koch Minerals & Trading LLC	Closed
	Koch Real Estate Investments	Current
Presidio Holdings Inc.	BC Partners	Current
Presidio Inc.	BC Partners Clay Co-Investment LP	Current
	BC Partners LLP	Current
	Presidio Capital Funding LLC	Current
	Presidio Holdings Inc.	Current
	Presidio Inc.	Current
	Presidio IS LLC	Current
	Presidio LLC	Current
	Presidio Networked Solutions Group LLC	Current
	Presidio Networked Solutions LLC	Current
	Presidio Technology Capital, LLC	Current
ProMach Inc.	Leonard Green & Partners LP	Current
Providence Equity Partners Inc.	Providence Equity Partners L.L.C.	Current
	Providence Equity Partners VIII LP	Former
PWC Holding No 21 LLC	David Jonas	Current
	PricewaterhouseCoopers LLP	Current
	PricewaterhouseCoopers LLP Ontario	Closed
Ropes & Gray LLP	Kevin L. Malone	Former
Rothschild & Co.	Five Arrows Managers SAS	Current

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Royal Bank of Canada New York Branch	BlueBay Asset Management Services Ltd.	Current
	RBC Capital Markets Corporation	Closed
	RBC Wealth Management	Current
Siemens Industry Software Inc.	Marc Buncher	Closed
	Siemens AG	Closed
	Siemens Corp.	Current
	Siemens Corporation USA	Current
	Siemens Energy Inc.	Current
	Siemens Gamesa Renewable Energy SA	Current
	Siemens Gamesa Renewable Energy, Inc.	Current
	Siemens Healthcare Diagnostics Ltd.	Closed
	Siemens Healthcare GmbH	Closed
	Siemens Healthcare Ltd.	Closed
	Siemens Healthineers AG	Closed
	Siemens Industry Inc.	Current
	Siemens Industry Software Inc.	Current
	Siemens Medical Solutions USA Inc.	Closed
TFG Asset Management	Equitix Ltd.	Closed
	TFG Asset Management LP	Current
UBS AG Stamford Branch	Seema Khanna	Former
	UBS AG, Board of Directors	Current
	UBS AG, London Branch	Closed
	UBS Asset Management (Americas) Inc.	Closed
	UBS Asset Management Funds Limited	Current
	UBS Corp.	Current
	UBS Group AG	Current
	UBS Hedge Fund Solutions LLC	Current
	UBS International Infrastructure Fund II (A) LP	Former
	UBS International Infrastructure Fund II (B) LP	Former

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	UBS International Infrastructure Fund II (C) LP	Former
	UBS Investment Bank	Current
	UBS O'Connor LLC	Current
	UBS Securities LLC	Closed
	UBS Warburg	Closed
United States, Government of the, Customs and Border Protection, FPF Office United States, Government of the, Department of Defense, Office of the Inspector General United States, Government of the, Department of the Treasury United States, Government of the, Department of the Treasury, Internal Revenue Service United States, Government of the, Food & Drug Administration	Konstantina Diamantopoulos	Former
US Med-Equip Inc.	Freeman Spogli & Co. Inc.	Current
	Freeman Spogli Management Co. LP	Closed
	FS Affiliates VIII LP	Current
	FS Equity Partners VIII LP	Current
Utah, State of, Tax Commission	Utah Solicitor General	Closed
Vision Service Plan (VSP)	Vision Service Plan	Current
Wilmington Trust Corp.	Wilmington Trust-London Limited	Current
Wolseley Industrial Group	Ferguson plc	Current
Zayo Group LLC	EQT AB	Current
	EQT Exeter	Closed
	EQT IX Investments SARL	Current
	EQT Partners Hong Kong Ltd.	Current
	EQT Partners Inc.	Closed
	EQT Partners UK Advisors LLP	Current
Zayo Group LLC	Digital Unison Holdings, LP	Closed
	InfraBridge Investors (UK) Limited	Closed
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<u>EXHIBIT C</u>

Bibb 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 JOHN BIBB IN SUPPORT OF THE DEBTORS' APPLICATION FOR THE ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 9, 2024

I, John Bibb, Group Chief Executive Officer, of Vyaire Medical, Inc. being duly sworn, state the following under penalty of perjury:

1. I am the Group Chief Executive Officer of Vyaire Medical, Inc., located at 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 9, 2024* (the "Application").[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

The Debtors' Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To Debtors have a longstanding relationship with Kirkland, having first engaged Kirkland in 2022 to review and advise on potential liability management matters. Throughout 2023 and early 2024, Kirkland also reviewed and advised on certain debt finance matters. Accordingly, the Debtors determined that Kirkland possessed the expertise in relevant legal issues that the Debtors required in potential bankruptcy counsel.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Kirkland is familiar with the Debtors' business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as Group Chief Executive Officer, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland, and can confirm that the rates Kirkland

charged the Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. The Debtors have approved the prospective budget and staffing plan for the period from June 9, 2024 to September 7, 2024, recognizing that, in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Kirkland. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits, and, together with Kirkland, amend the budget and staffing plans periodically, as the case develops.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

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

Dated: July 9, 2024

Respectfully submitted,

/s/ John Bibb

John Bibb
Group Chief Executive Officer of Vyaire Medical, Inc.