IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	24-11217 (BLS)
Debtors.	)	(Jointly Administered)

SECOND INTERIM AND FINAL FEE APPLICATION OF PJT PARTNERS LP AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS-IN-POSSESSION FOR ALLOWANCE (AND FINAL APPROVAL) OF COMPENSATION FOR SERVICES RENDERED AND FOR THE REIMBURSEMENT OF ALL ACTUAL AND NECESSARY EXPENSES INCURRED FOR THE PERIOD OF JUNE 9, 2024 THROUGH NOVEMBER 14, 2024

SUMMARY SHEET

Name of Applicant:	PJT Partners LP
Authorized to Provide Professional Services to:	Debtors
Date of Retention Order:	Order entered on July 30, 2024 approving the retention of PJT Partners LP effective as of June 9, 2024 [Docket No. 335]
Second and Final Period:	September 1, 2024 through November 14, 2024
Fees Sought:	$6,906,666.67
Expenses Incurred:	$2,108.47
Amount of Cash Payment Sought:	$1,588,552.76
Retention Period:	
Fees Sought:	$8,135,000.00
Expenses Incurred:	$4,213.43

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

Amount of Cash Payment Sought: $1,937,031.09

This is a ___ monthly _x_ interim _x_ final application

Prior Monthly Fee Statements Filed:

		Requested		Approved		
Date Filed [Docket Number	**Period Covered**	**Fees**	**Expenses**	**Fees**	**Expenses**	**Amount Paid**
08/02/24 [Docket No. 349][1]	-	$750,000.00	$0.00	$750,000.00	$0.00	$600,000.00
08/15/24 [Docket No. 389][2]	06/09/24 – 06/30/24	$128,333.33	$145.00	$128,333.33	$145.00	$0.00
08/30/24 [Docket No. 486][3]	07/01/24 – 07/31/24	$175,000.00	$1,026.85	$175,000.00	$1,026.85	$141,026.85
09/26/24 [Docket No. 572][4]	08/01/24 – 08/31/24	$175,000.00	$933.11	$175,000.00	$933.11	$140,933.11
10/11/24 [Docket No. 622][5]	-	$7,000,000.00	$0.00	$5,180,000.00	$0.00	$5,180,000.00
11/01/24 [Docket No. 701][6]	09/01/24 – 09/30/24	$175,000.00	$892.79	$140,000.00	$163.76	$0.00
12/03/24 [Docket No. 815][7]	10/01/24 – 10/31/24	$175,000.00	$82.21	*Pending*	*Pending*	*Pending*

[1] Certificate of No Objection filed on 08/30/24 [Docket No. 487].
[2] Certificate of No Objection filed on 09/06/24 [Docket No. 511].
[3] Certificate of No Objection filed on 09/23/24 [Docket No. 538].
[4] Certificate of No Objection filed on 10/18/24 [Docket No. 643].
[5] Certificate of No Objection filed on 11/04/24 [Docket No. 706].
[6] Certificate of No Objection filed on 11/25/24 [Docket No. 800].
[7] Objections due by 12/26/24.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	24-11217 (BLS)
Debtors.	)	(Jointly Administered)

SECOND INTERIM AND FINAL FEE APPLICATION OF PJT PARTNERS LP AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS-IN-POSSESSION FOR ALLOWANCE (AND FINAL APPROVAL) OF COMPENSATION FOR SERVICES RENDERED AND FOR THE REIMBURSEMENT OF ALL ACTUAL AND NECESSARY EXPENSES INCURRED FOR THE PERIOD OF JUNE 9, 2024 THROUGH NOVEMBER 14, 2024

PJT Partners LP ("***PJT***") respectfully represents as follows:

Background

1. On June 9, 2024 (the "***Petition Date***"), the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "***Bankruptcy Code***"). The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On July 9, 2024, this Court entered the *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief* [Docket No. 218] (the "***Procedures Order***") establishing procedures for interim compensation and reimbursement of expenses for professionals.

3. On July 9, 2024, the Debtors filed the *Application of Debtors for Entry of An Order (I) Authorizing the Retention and Employment of PJT Partners LP as Investment Banker to the*

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

Debtors and Debtors In Possession Effective as of the Petition Date, (II) Waiving Certain Information Requirements Pursuant to Local Rule 2016-2, and (II) Granting Related Relief [Docket No. 240] (the "***Retention Application***"), pursuant to which the Debtors sought authority to employ and retain PJT as their investment banker pursuant to the terms of an engagement letter (the "***Engagement Letter***") dated April 25, 2024. A copy of the Engagement Letter was attached to the Retention Application.

4. On July 30, 2024, this Court entered the *Order (I) Authorizing the Retention and Employment of PJT Partners LP as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Information Requirements Pursuant to Local Rule 2016-2, and (III) Granting Related Relief* [Docket No. 335] (the "***Retention Order***") approving the Retention Application and authorizing the employment and retention of PJT effective as of June 9, 2024, pursuant to the terms of the Engagement Letter, as modified by the Retention Order.

5. On November 14, 2024, this Court entered the *Findings of Fact, Conclusions of Law, and Order Approving the Debtors' Disclosure Statement for, and Confirming the Second Amended Joint Chapter 11 Plan of Vyaire Medical, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 745], approving the Debtors' chapter 11 plan of reorganization (the "***Plan***"). The Debtors' Plan became effective on November 27, 2024 (the "***Effective Date***").

6. PJT submits this second interim and final fee application (the "***Second Interim and Final Fee Application***") requesting the: (i) allowance (and final approval) of Monthly Fees (as defined herein) earned for investment banking services rendered by PJT to the Debtors and the reimbursement of out-of-pocket expenses incurred during the period of September 1, 2024 through November 14, 2024 (the "***Second and Final Period***"), (ii) allowance (and final approval) of PJT's

Restructuring Fee (as defined herein) earned during the Second and Final Period; and (iii) final approval of PJT's Monthly Fees, Capital Raising Fee and out-of-pocket expenses incurred and applied for, and previously approved by the Court, in connection with PJT's prior interim fee application for investment banking services rendered to the Debtors for the period of June 9, 2024 through August 31, 2024 (together with the Second and Final Period, the "***Retention Period***")

<u>The PJT Engagement</u>

7. Pursuant to the Engagement Letter, PJT was retained to provide the following services to the Debtors:[2]

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

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

(c) assist in the development of financial data and presentations to the Debtors' board of directors, various creditors and/or third parties;

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

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

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

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

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

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

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

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

[2] Capitalized terms used but not defined herein shall have the meanings provided thereto in the Engagement Letter.

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

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

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

8. Pursuant to the Engagement Letter, as approved by the Retention Order, the Debtors agreed to pay PJT as follows in consideration for the services rendered:[3]

(a) **Monthly Fee**: The Debtors shall pay a monthly advisory fee (the "***Monthly Fee***") in the amount of $175,000. Fifty percent (50%) of the first $1,050,000 in Monthly Fees paid to PJT under the Engagement Letter and/or the Prior Letter shall be credited, once and without duplication, against any Restructuring and/or Capital Raising Fee, up to a maximum total aggregate credit against all such fees equal to $525,000.

(b) **Capital Raising Fee**: The Debtors shall pay a capital raising fee (the "***Capital Raising Fee***") for any Capital Raise, earned and payable upon the earlier of the receipt of a binding commitment letter and the closing of such Capital Raise. If access to the financing is limited by orders of the bankruptcy court, a proportionate fee shall be payable with respect to each available commitment (irrespective of availability blocks, borrowing base, or other similar restrictions). The Capital Raising Fee will be calculated as:

- **Senior Debt (other than Structured Financing)**: One-and-a-half percent (1.5%) of the total issuance and/or committed amount of senior debt financing, excluding senior debt financing that is or may (or is anticipated in the future to) constitute a Structured Financing,

- **Junior Debt (and Structured Financing)**: Three-percent (3.0%) of the total issuance and/or committed amount of (A) Structured Financing, (B) junior debt financing, or (C) unsecured debt financing (including, without limitation, financing that is junior in right of payment, second lien, subordinated (structurally or otherwise) and unsecured debt), and

- **Equity Financing**: Five-percent (5.0%) of the issuance and/or committed amount of equity financing,

in each case, including by means of a back-stop commitment; provided that, (x) the minimum Capital Raise Fee in respect of any Capital Raise shall be $750,000, and (y) if any portion of the debt or equity financing is raised from Apax Partners, LLP

[3] This description of PJT's compensation structure is for summary and illustrative purposes only. The terms of the Engagement Letter, as modified and approved by the Retention Order, shall apply to any such compensation awarded to PJT.

or its affiliates (collectively, the "***Sponsor***"), then PJT Partners shall be entitled to receive 50% of the Capital Raising Fee (the "***Sponsor Capital Raising Fee***") to which it otherwise would have been entitled in respect of any debt or equity financing raised from the Sponsor.

(c) **Restructuring Fee**: The Debtors shall pay a fee in respect of a Restructuring (the "***Restructuring Fee***") equal to $7,000,000, earned and payable upon the consummation of a Restructuring.

(d) **Expense Reimbursements**: In addition to the fees described above, the Debtors agree to reimburse PJT for all reasonable and documented out-of-pocket expenses incurred during PJT's engagement, including, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, reasonable and documented fees and expenses of PJT's outside counsel (without the requirement that the retention of such counsel be approved by the court in any bankruptcy case), and other necessary expenditures, payable upon rendition of invoices setting forth in reasonable detail the nature and amount of such expenses Further, in connection with the reimbursement, contribution and indemnification provisions set forth in the Engagement Letter and Attachment A to the Engagement Letter (the "***Indemnification Agreement***"), which is incorporated therein by reference and addressed further below, the Debtors agree to reimburse each PJT Party, for its legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter (including, without limitation, in enforcing the Engagement Letter), subject to certain exceptions, limitations, and requirements set forth in the Indemnification Agreement.

Services Provided Prior to the Retention Period

9. It is important to recognize that a material portion of PJT's work was performed during the period after PJT was retained and prior to the bankruptcy filing. Leading up to the filing of the Debtors' chapter 11 cases, PJT professionals advised the Debtors on strategic alternatives, including capital raising, a potential restructuring, and/or a sale of the Debtors, in part or in full through an in-court process. PJT led efforts, in concert with other professionals, to prepare for and formally launch a marketing process in early May 2024 in connection with a potential sale of the assets of the Debtors' businesses. To that end, PJT worked with the Debtors' management to draft marketing materials and position the Company for a successful sale process once these chapter 11 cases were filed. PJT also negotiated the terms of debtor-in-possession financing and the

restructuring support agreement leading up to the bankruptcy filing. The services that PJT rendered to the Debtors pre-petition were necessary and in the best interests of the Debtors and have furthered the goals of all parties in interest.

Services Provided by PJT During the Second and Final Period

10. PJT has rendered professional services to the Debtors as requested and in furtherance of the interests of the Debtors and the Debtors' estate. The variety and complexity of the issues in this chapter 11 case and the need to act or respond to such issues on an expedited basis have required the expenditure of substantial time by PJT personnel. PJT respectfully submits that the professional services that it rendered on behalf of the Debtors were necessary and appropriate, and have directly contributed to the effective administration of this chapter 11 case. The following summary of services rendered during the Second and Final Period is not intended to be an exhaustive description of the work performed; rather, it is merely an attempt to highlight certain of those areas in which PJT rendered services to the Debtors:

(a) evaluated the Debtors' businesses and prospects;

(b) participated in meeting(s) with the Debtor's Special Committee of the Board (the "***Special Committee***");

(c) conducted the post-petition sale process, including, among other activities, management meetings, due diligence, and negotiations with the purchasers of the Ventilation and Respiratory Diagnostics assets to progress toward the closing of the sale transactions;

(d) engaged in discussions with interested parties related to other assets that are not part of the Ventilation and Respiratory Diagnostics sales;

(e) participated in discussions among the Debtors, their other advisors and the Debtors' various creditors, including the 1L Ad Hoc Group and the Official Committee of Unsecured Creditors;

(f) reviewed and provided input to counsel with regards to various court filings, including, but not limited to, (i) the Plan of Reorganization and (ii) the Disclosure Statement; and

(g) provided support to counsel with regards to various other matters.

Services Provided by PJT During the Retention Period

11. PJT has rendered professional services to the Debtors as requested and in furtherance of the interests of the Debtors' estates. The variety and complexity of the issues in these chapter 11 cases and the need to act or respond to such issues on an expedited basis have required the expenditure of substantial time by PJT personnel. PJT respectfully submits that the professional services that it rendered on behalf of the Debtors were necessary and appropriate, and have directly contributed to the effective administration of these chapter 11 cases. The requested and performed services included, among others, the following services:[4]

- evaluating the Debtors' businesses and prospects;
- assisting in the development of materials for the Special Committee;
- participating in meeting(s) with the Special Committee;
- conducting the post-petition sale process, including, among other activities, management meetings and extensive due diligence;
- analyzing non-binding bids received in connection with the sale process;
- negotiating bids received in connection with the sale process;
- conducting the auction for the Ventilation Assets;
- participating in the Sale Hearings;
- preparing and filing various declarations, including (i) in support of the DIP financing, (ii) in support of the Bid Procedures, and (iii) in connection with the Proposed Sale Orders;
- participating in discussions among the Debtors, their other advisors and the Debtors' various creditors, including the 1L Ad Hoc Group and the Official Committee of Unsecured Creditors;
- reviewed and provided input to counsel with regards to various court filings, including, but not limited to, (i) the Plan of Reorganization and (ii) the Disclosure Statement; and

[4] The following summary of services rendered during the Retention Period is not intended to be an exhaustive description of the work performed. Rather, it is merely an attempt to highlight certain of those areas in which PJT rendered services to the Debtors.

- providing support to counsel with regards to various other matters.

The PJT Team

12. The investment banking services set forth above were performed primarily by: Jamie Baird, Partner; Rakesh Patel, Partner; Michael Schlappig, Managing Director; Amit Sharma, Managing Director; Avi Raval, Managing Director; Sammy Lamali, Director; Dylan Friesner, Vice President; May Li, Associate; Ahmad Choudhry, Analyst; Raymond Mason, Analyst; and other PJT professionals as needed. Details of the background and experience of the professionals employed at PJT are provided in ***Appendix A***.

PJT's Request for Allowance (and Final Approval) of Compensation and Reimbursement of Out-of-Pocket Expenses

PJT's First Interim Fee Application

13. During the period of June 9, 2024 through August 31, 2024 (the "***First Interim Period***"), PJT provided investment banking services to the Debtors and earned Monthly Fees for such services in the aggregate amount of $478,333.33 and a Capital Raising Fee in the amount of $750,000, and incurred out-of-pocket expenses in the amount of $2,104.96 during the First Interim Period

14. On November 12, 2024, PJT filed the *First Interim Fee Application of PJT Partners LP as Investment Banker to the Debtors and Debtors-In-Possession for Allowance of Compensation for Services Rendered and for the Reimbursement of All Actual and Necessary Expenses Incurred for the Period of June 9, 2024 through August 31, 2024* [Docket No. 734] (the "***First Interim Fee Application***") for allowance of compensation earned in the amount of $1,228,333.33 and the reimbursement of $2,104.96 of out-of-pocket expenses incurred during the First Interim Period.

15. On December 10, 2024, the Court entered the *First Omnibus Order Awarding Interim Allowance of Compensation for Services Rendered and Reimbursement of Expenses*

[Docket No. 834] approving PJT's First Interim Fee Application. As of the date of this Second Interim and Final Fee Application, PJT has received payment in the aggregate amount of $880,000.00 (or 72%) for compensation earned and reimbursement in the amount of $1,959.96 (or 93%) for out-of-pocket expenses incurred during the First Interim Period. PJT respectfully requests that the Court grant final approval of compensation earned and the reimbursement of out-of-pocket expenses incurred during the First Interim Period and applied for in connection with the PJT's First Interim Fee Application.

PJT's Request for Allowance (and Final Approval) of Monthly Fees Earned and Out-of-Pocket Expenses Incurred during the Second and Final Period

16. During the Second and Final Period, PJT provided investment banking services to the Debtors and earned Monthly Fees for such services in the aggregate amount of $431,666.67 and incurred actual and necessary out-of-pocket expenses in the amount of $2,108.47.[5] PJT respectfully requests the allowance (and final approval) by the Court of the Monthly Fees earned and the reimbursement of out-of-pocket expenses incurred during the Second and Final Period.

PJT's Request for Allowance (and Final Approval) of the Restructuring Fee Earned

17. As set forth in the Engagement Letter, as approved by the Retention Order, PJT is entitled to be paid the Restructuring Fee upon, among other things, the consummation of a "sale or other acquisition or disposition of a material portion of the assets" of the Debtors. Pursuant to the *Order (I) Approving the Zoll Asset Purchase Agreement and Authorizing the Sale of Certain Ventilation Assets of the Debtors Outside the Ordinary Couse of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (III) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith, and (IV) Granting Related Relief* [Docket No. 496] dated September 4, 2024, this Court

[5] Amount reflects a reduction in the amount of $729.03 as agreed to between PJT and the U.S. Trustee.

approved the sale of the Debtors' Ventilation Assets (the "***Sale***"). The Sale was consummated on October 7, 2024 where upon PJT became entitled to be paid the Restructuring Fee in the amount of $7,000,000. In accordance with the Engagement Letter, fifty percent (50%) of the first $1,050,000 in Monthly Fees paid to PJT under the Engagement Letter and/or the Prior Letter shall be credited against the Restructuring Fee, up to a maximum total credit of $525,000 (the "***Monthly Fee Credit***").[6] Thus, the net Restructuring Fee due to PJT is $6,475,000 (i.e., $7 million less $525,000).

18. Pursuant to the Retention Order and the Procedures Order, on October 11, 2024, PJT filed its fee statement seeking payment of the net Restructuring Fee in the amount of $5,180,000 (or 80% of $6,475,000).[7] [Docket No. 622.] No objections were filed in respect of such fee statement and, thus, on November 14, 2024, PJT received payment in the amount of $5,180,000 in respect of such net Restructuring Fee. PJT respectfully requests the allowance and final approval by the Court of the net Restructuring Fee.

[6] Pursuant to the Engagement Letter and the Prior Letter, PJT earned Monthly Fees in the amount of $2,832,500.00 for the period of April 13, 2023 (i.e., the effective date of the Prior Letter) through November 27, 2024. Pursuant to the Engagement Letter, fifty percent (50%) of the first $1,050,000 in Monthly Fees paid to PJT under the Engagement Letter and/or the Prior Letter shall be credited against any Restructuring Fee up to a maximum total aggregate credit equal to $525,000.

[7] The Retention Order provides, in pertinent part: "For the avoidance of doubt, PJT shall be entitled to seek interim allowance and payment of any Capital Raising Fee and Restructuring Fee by filing and serving an application in respect of each Capital Raising Fee and Restructuring Fee immediately upon the consummation of such Capital Raise and/or Restructuring in accordance with the "Monthly Fee Application" procedures set forth in any order approving interim compensation procedures in these chapter 11 cases (the "***Interim Compensation Order***") and in accordance with the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Notwithstanding the foregoing, the full amount of each Capital Raising Fee and/or Restructuring Fee will be escrowed upon the consummation of the applicable transaction until such amounts are permitted to be paid to PJT pursuant to this Order, the Interim Compensation Order, or a further order of this Court. The Debtors are authorized and directed to release such funds from the escrow account and pay PJT such funds (x) following compliance by PJT, and in accordance with the provisions of this paragraph and the Interim Compensation Order, or (y) to the extent the Court otherwise allows compensation and/or reimbursement following the filing of any interim or final fee application. All fees paid to PJT are subject to disgorgement unless and until they are approved by the Court on a final basis, after submission of PJT's final fee application.".

Pre-Petition Fee Credit

19. Prior to the Petition Date, PJT received an advance payment in the amount of $128,333.33 in respect of its post-petition services (the "***Pre-Petition Fee Credit***"). Accordingly, as noted below, subject to this Court's approval, PJT intends to apply the Pre-Petition Fee Credit against amounts requested in this Second Interim and Final Fee Application.

Pre-Petition Expense Credit

20. Prior to the Petition Date, PJT also received an expense advance in the amount of $25,000 (the "***Pre-Petition Expense Advance***"). With respect to the Pre-Petition Expense Advance, PJT incurred $13,110.95 of unpaid pre-petition expenses leaving a balance of the Pre-Petition Expense Advance in the amount of $11,889.05 (the "***Pre-Petition Expense Credit***"). Accordingly, as noted below, subject to this Court's approval, PJT intends to apply the Pre-Petition Expense Credit against amounts requested in this Second Interim and Final Fee Application.

21. Invoices detailing the compensation earned, and the out-of-pocket expenses incurred during the Second and Final Period are attached hereto as ***Appendix B***. Invoices detailing the compensation earned and the out-of-pocket expenses incurred during the First Interim Period are attached hereto as ***Appendix C***. A summary of all fees earned and out-of-pocket expenses incurred during the Retention Period is outlined below:

Retention Period	Fees	Out-Of-Pocket Expenses	Payment Received	Amount(s) Due
First Interim Period				
Capital Raising Fee	$750,000.00	$-	($600,000.00)	**$150,000.00**
June 9 – 30, 2024[8]	128,333.33	145.00	-	**128,478.33**
July 1 – 31, 2024	175,000.00	1,026.85	(141,026.85)	**35,000.00**
August 1 – 31, 2024	175,000.00	933.11	(140,933.11)	**35,000.00**
Subtotal	1,228,333.33	2,104.96	(881,959.96)	**348,478.33**
Second and Final Period				
Net Restructuring Fee	6,475,000.00	-	(5,180,000.00)	**1,295,000.00**
September 1 – 30, 2024	175,000.00	163.76	-	**175,163.76**
October 1 – 31, 2024	175,000.00	82.21	-	**175,082.21**
November 1 – 14, 2024[9]	81,666.67	1,862.50	-	**83,529.17**
Pre-Petition Fee Credit	-	-	-	**(128,333.33)**
Pre-Petition Expense Credit	-	-	-	**(11,889.05)**
Subtotal	6,906,666.67	2,108.47	(5,180,000.00)	**1,588,552.76**
Total	**$8,135,000.00**	**$4,213.43**	**($6,061,959.96)**	**$1,937,031.39**

22. PJT respectfully submits that the compensation requested for the services rendered by PJT to the Debtors during the Second and Final Period is fully justified and reasonable based upon (a) the complexity of the issues presented, (b) the skill necessary to perform the financial advisory services properly, (c) the preclusion of other employment, (d) the customary fees charged to clients in non-bankruptcy situations for similar services rendered, (e) time constraints required by the exigencies of the case, and (f) the experience, reputation and ability of the professionals rendering services.

23. PJT respectfully submits that the services it has rendered to the Debtors have been necessary and in the best interests of the Debtors and the Debtors' estate. PJT respectfully submits that under the criteria normally examined in chapter 11 reorganization cases, the compensation requested by PJT is reasonable in light of the work performed by PJT during these chapter 11 cases.

24. The amount of the compensation sought in this Second Interim and Final Fee Application and PJT's billing practices are consistent with market practices in a bankruptcy

[8] Monthly Fee calculated as follows: 22 days out of 30 days multiplied by $175,000.
[9] Monthly Fee calculated as follows: 14 days out of 30 days multiplied by $175,000.

context. PJT has never billed its clients based on the number of hours expended by its professionals. Accordingly, PJT does not have hourly rates for its professionals, and PJT's professionals generally do not maintain detailed time records of the work performed for its clients. However, PJT has maintained contemporaneous time records in this case in one-half hour increments. Time records with respect to the 160.5 hours expended by PJT professionals in providing investment banking services to the Debtors during the Second and Final Period are provided in ***Appendix D*** attached hereto. Time records of the 1,512.0 hours expended by PJT professionals in providing investment banking services to the Debtors during the First Interim Period are provided in ***Appendix E*** attached hereto.

25. A summary of hours expended by PJT professionals during the Second and Final Period is provided below:

Hours Expended By Professional During the Second and Final Period

Professional	September 2024	October 2024	November 1 – 14, 2024	Total
Jamie Baird	6.5	5.0	3.5	15.0
Rakesh Patel	-	-	-	-
Michael Schlappig	21.5	12.5	7.0	41.0
Avi Raval	-	-	-	-
Amit Sharma	-	-	-	-
Sammy Lamali	-	-	-	-
Dylan Friesner	36.5	18.5	3.5	58.5
May Li	-		-	-
Ahmad Choudhry	30.5	13.0	2.5	46.0
Raymond Mason	-	-	-	-
Total	**95.0**	**49.0**	**16.5**	**160.5**

26. A summary of hours expended by PJT professionals during the Retention Period by interim period is provided below:

Summary of Hours Expended By Professional By Interim Period

Professional	First	Second	Total
Jamie Baird	118.5	15.0	133.5
Rakesh Patel	2.0	-	2.0
Michael Schlappig	252.0	41.0	293.0
Avi Raval	0.5	-	0.5
Amit Sharma	2.0	-	2.0
Sammy Lamali	2.0	-	2.0
Dylan Friesner	489.0	58.5	547.5
May Li	2.0		2.0
Ahmad Choudhry	573.5	46.0	619.5
Raymond Mason	70.5	-	70.5
Total	**1,512.0**	**160.5**	**1,672.5**

27. Out-of-pocket expenses incurred by PJT are charged to a client if out-of-pocket expenses are incurred for the client or are otherwise necessary in connection with services rendered for such particular client. PJT does not factor general overhead expenses into any disbursements charged to its clients in connection with chapter 11 cases. PJT has followed its general internal policies with respect to out-of-pocket expenses billed as set forth below, with any exceptions specifically explained.

(a) All cross-country airfare charges are based upon coach class rates.

(b) With respect to local travel, PJT's general policy enables employees to travel by taxi or, in certain circumstances private car service, to and from meetings while rendering services to a client on a client related matter, for which the client is charged. Further, and primarily for safety reasons, employees are permitted to charge to a client the cost of transportation home if an employee is required to work past 9:00 p.m. on weekdays on client specific matters.

(c) PJT's general policy permits its professionals to charge in-office dinner meals to a client after working 3 hours beyond their regularly scheduled workday if an employee is required to provide services to the client during such dinnertime, and to charge in-office meals on the weekend if an employee is required to provide services to a client on the weekend and spends at least 4 hours in the office.

(d) The External Research category of expenses includes charges from outside computer/electronic service companies that supply, for a fee, research and/or financial documents to PJT. The services provided by these companies primarily consist of the retrieval of financial documents from regulatory agencies and/or the retrieval of research that would not otherwise be available to PJT. The Internal Research category of expenses are the charges for time spent by PJT research staff in operating the computer/electronic terminals related to these computer/electronic service companies.

(e) The Publishing Services category of expenses includes charges for the production of text-based publications such as research reports and presentations, and printing and binding services.

28. All services for which PJT requests compensation were performed for and on behalf of the Debtors and not on behalf of any other person or stakeholder.

29. No agreement or understanding exists between PJT and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with this proceeding.

Certificate of Compliance and Waiver

30. Finally, the undersigned representative of PJT certifies that PJT has reviewed the requirements of Local Bankruptcy Rule 2016-2 and that this First Interim Fee Application substantially complies with that Local Bankruptcy Rule. To the extent that this First Interim Fee Application does not comply in all respects with the requirements of Local Bankruptcy Rule 2016-2, PJT believes that such deviations are not material and respectfully requests that any such requirement be waived.

Requested Relief

WHEREFORE, PJT requests that the Court:

(a) for the Second and Final Period, allow and grant final approval of (i) PJT's Monthly Fees earned in the amount of $431,666.67; (ii) PJT's net Restructuring Fee in the amount of $6,475,000; and (iii) the reimbursement of PJT's out-of-pocket expenses incurred in the amount of $2,108.47;

(b) for the Retention Period, allow and grant final approval of (i) PJT's Monthly Fees earned in the amount of $910,000; (ii) PJT's Capital Raising Fee in the amount of $750,000; (iii) PJT's net Restructuring Fee in the amount of $6,475,000; and (iv) the reimbursement of PJT's out-of-pocket expenses incurred in the amount of $4,213.43;

(c) authorize and direct the Debtors to pay PJT's allowed and unpaid fees and out-of-pocket expenses incurred during the Retention Period as follows:

First Interim Period	$1,230,438.29
Second and Final Period	6,908,775.14
Less: Pre-Petition Fee Credit	(128,333.33)
Less: Pre-Petition Expense Credit	(11,889.05)
Less: Payment Received	(6,061,959.96)
Amount Due PJT	**$1,937,031.09**

and

(d) grant such other and further relief as the Court deems just and proper.

Dated: December 23, 2024

PJT Partners LP
Investment Banker to the Debtors

By: /s/ *James H. Baird*
James H. Baird
Partner
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