

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

VYAIRE MEDICAL, INC., *et al.*,¹

Debtors.

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Chapter 11

24-11217 (BLS)

(Jointly Administered)

**SECOND MONTHLY 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 JULY 1, 2024 THROUGH JULY 31, 2024**

SUMMARY SHEET

Name of Applicant:

PJT Partners LP

Authorized to Provide
Professional Services to:

Debtors

Date of Retention:

Order entered on July 30, 2024 approving the retention of PJT Partners LP effective as of June 9, 2024 [Docket No. 335]

Period for which Compensation
And Reimbursement is Sought:

July 1, 2024 through July 31, 2024

Amount of Compensation sought
As Actual, Reasonable, and Necessary:

\$175,000.00

Amount of Expense Reimbursement Sought
As Actual, Reasonable, and Necessary:

\$1,026.85

Amount of Cash Payment Sought:

\$141,026.85

This is a x monthly interim final application

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/Vyair>. The location of Debtor Vyair 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.

Professional	Initials of Professional Person or Other Reference ID Used in the Application for the Professional Person	Position of the Applicant, Number of Years in that Position, Prior Relevant Experience, Year of Obtaining License to Practice, Area of Expertise	Hourly Billing Rate (including changes)	Total Hours	Total Compensation
Jamie Baird	N/A	Partner	N/A	33.5	N/A
Michael Schlappig	N/A	Managing Director	N/A	68.0	N/A
Avi Raval	N/A	Managing Director	N/A	0.5	N/A
Dylan Friesner	N/A	Vice President	N/A	197.0	N/A
Ahmad Choudhry	N/A	Analyst	N/A	217.5	N/A

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INVESTMENT BANKER TO THE DEBTORS AND DEBTORS-IN-POSSESSION FOR
ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND FOR THE
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FOR THE PERIOD OF JULY 1, 2024 THROUGH JULY 31, 2024**

PJT Partners LP (“**PJT**”), investment banker to the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) 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.

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/Vyair>. The location of Debtor Vyair 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.

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 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 Agreement as modified by the Retention Order.

5. PJT submits this second monthly fee application (the “**Second Monthly Fee Application**”) requesting the allowance of Monthly Fees (as defined below) earned for investment banking services rendered to the Debtors during the period of July 1, 2024 through July 31, 2024 (the “**Second Compensation Period**”).

6. Investment banking services and out-of-pocket expenses for which compensation and reimbursement are sought were rendered or incurred on behalf of the Debtors pursuant to chapter 11 of the Bankruptcy Code.

The PJT Engagement

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;
- (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.

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

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 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.

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.

- (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 by PJT during the Second Compensation Period

9. 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 Compensation 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) assisted in the development of materials for the Debtors' Special Committee of the Board (the "Special Committee");
- (c) conducted the post-petition sale process, including, among other activities, management meetings and extensive due diligence;

- (d) negotiated bids received in connection with the sale process;
- (e) prepared and filed a declaration in support of the Bid Procedures;
- (f) participated in meeting(s) with the Special Committee;
- (g) 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; and
- (h) provided support to counsel with regards to various matters.

The PJT Team

10. The investment banking services set forth above were performed primarily by: Jamie Baird, Partner; Michael Schlappig, Managing Director; Avi Raval, Managing Director; Dylan Friesner, Vice President; Ahmad Choudhry, Analyst and other PJT professionals as needed. Details of the background and experience of the professionals currently employed at PJT are provided in *Appendix A*.

**PJT's Request for Allowance of Compensation and
Reimbursement of Out-of-Pocket Expenses**

11. For the Second Compensation Period, PJT (a) earned Monthly Fees in the amount of \$175,000.00, and incurred out-of-pocket expenses in the amount of \$1,026.85, and (b) in accordance with the Procedures Order, seeks allowance and payment of Monthly Fees and out-of-pocket expenses in the aggregate amount of \$141,026.85 (representing 80% of the total amount of PJT's Monthly Fees earned and 100% of the total amount of out-of-pocket expenses incurred by PJT during the Second Compensation Period). Out-of-pocket expenses incurred by PJT during the Second Compensation Period but not yet processed due to timing, will be submitted at a later date. Although every effort has been made to include all expenses incurred during the Second Compensation Period, some expenses might not be included in this Second Monthly Fee Application due to delays caused in connection with the accounting and processing of such

expenses. Accordingly, PJT reserves the right to make further application to this Court for allowance of such expenses incurred during the Second Compensation Period but not included

12. An invoice detailing the Monthly Fees earned and out-of-pocket expenses incurred during the Second Compensation Period is attached hereto as *Appendix B*. A summary of the Monthly Fees earned and out-of-pocket expenses incurred during the Second Compensation Period is below:

<u>Second Compensation Period</u>	<u>Monthly Fees</u>	<u>Holdback @ 20%</u>	<u>Out-of-Pocket Expenses</u>	<u>Amount(s) Due</u>
July 1 – 31, 2024	\$175,000.00	(\$35,000.00)	\$1,026.85	\$141,026.85

13. PJT respectfully submits that the compensation requested for the services rendered by PJT to the Debtors during the Second Compensation 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.

14. 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.

15. The amount of the compensation sought in this Second Monthly Fee Application and PJT's billing practices are consistent with market practices in a bankruptcy 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 of the 516.5 hours expended by PJT professionals in providing investment banking services to the Debtors during the Second Compensation Period are provided in *Appendix C*.

16. A summary of hours expended by PJT professionals during the Second Compensation Period is provided below:

Hours Expended By Professional	
Professional	Total
Jamie Baird	33.5
Michael Schlappig	68.0
Avi Raval	0.5
Dylan Friesner	197.0
Ahmad Choudhry	217.5
Total	516.5

17. 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.

18. 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.

19. 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

20. Finally, the undersigned representative of PJT certifies that PJT has reviewed the requirements of Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “***Local Rules***”) and that this Second Monthly Fee Application substantially complies with that Local Rule. To the extent that this Second Monthly Fee Application does not comply in all respects with the requirements of Local 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) grant interim allowance of (i) PJT's Monthly Fees earned in the amount of \$175,000.00, and (ii) the reimbursement of PJT's out-of-pocket expenses incurred in the amount of \$1,026.85 during the Second Compensation Period;
- (b) authorize and direct the Debtors to pay PJT's allowed and unpaid Monthly Fees earned during the Second Compensation Period as follows:

Monthly Fees	\$175,000.00
Less: Holdback @ 20%	(35,000.00)
Out-of-Pocket Expenses	1,026.85
Amount Due PJT	<u>\$141,026.85</u>

and

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

Dated: August 30, 2024

PJT Partners LP
Investment Banker to the Debtors

By: /s/ James H. Baird

James H. Baird
Partner
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New York, NY 10017
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