

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

In Re:

TOWN SPORTS INTERNATIONAL, LLC, et
al.,¹

Debtors.

Chapter 11

Case No. 20-12168 (CSS)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR AN ORDER
APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby submit this application (this “**Section 156(c) Application**”), pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), seeking entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as the claims and noticing agent in these chapter 11 cases effective as of the Petition Date (as defined below). In support of this Section 156(c) Application, the Debtors rely upon (i) the *Declaration of Brian Hunt in Support of Debtors' Application for Entry of Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of*

¹ The last four digits of Town Sports International, LLC’s federal tax identification number are 7365. The mailing address for Town Sports International, LLC is 399 Executive Boulevard, Elmsford, New York 10523. Due to the large number of debtors in these cases, for which the Debtors have requested joint administration, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://dm.epiq11.com/TownSports>, or by contacting the proposed undersigned counsel for the Debtors.

Petition Date (the “**Hunt Declaration**”), a copy of which is attached hereto as Exhibit B, and (ii) the *Declaration of Phillip Juhan in Support of Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),² filed contemporaneously herewith. In further support of this Section 156(c) Application, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over these chapter 11 cases and this Section 156(c) Application pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and this Section 156(c) Application in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief sought herein are 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, Local Rule 2002-1(f), and the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Office of the Clerk of the Bankruptcy Court (the “**Clerk**”) on February 1, 2012 (the “**Claims Agent Protocol**”).

BACKGROUND

2. On the date hereof (the “**Petition Date**”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases, and no request has been made for the appointment of a trustee or an examiner.

² Each capitalized term used but not defined herein shall have the meaning ascribed to it in the First Day Declaration.

3. Additional information regarding the Debtors' business, their capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

RELIEF REQUESTED

4. By this Section 156(c) Application, the Debtors seek entry of the Proposed Order appointing Epiq, effective as of the Petition Date, to act as the claims and noticing agent in the Debtors' chapter 11 cases (the "**Claims and Noticing Agent**") to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases. The terms of Epiq's proposed retention are set forth in that certain *Standard Services Agreement* between Epiq and the Debtors, dated as of September 2, 2020 (the "**Retention Agreement**"),³ a copy of which is attached hereto as Exhibit C. Notwithstanding the terms of the Retention Agreement, the Debtors are seeking to retain Epiq solely on the terms set forth in this Section 156(c) Application and the Proposed Order.

5. By separate application, the Debtors will seek authorization to retain and employ Epiq as administrative advisor in these chapter 11 cases, pursuant to section 327(a) of the Bankruptcy Code, as the administration of these chapter 11 cases may require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

EPIQ'S QUALIFICATIONS AND NEED FOR EPIQ'S SERVICES

6. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in

³ Epiq has agreed to provide claims and noticing services to the Debtors at the rates stated on the pricing schedule attached to the Retention Agreement. Epiq may provide such services at the regularly scheduled rates to counsel for any official committee appointed in these chapter 11 cases, and any other party in interest upon request.

numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.⁴

7. The appointment of Epiq as the Claims and Noticing Agent in these chapter 11 cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these chapter 11 cases, and relieve the Clerk of these administrative burdens and thus serve to maximize the value of the Debtors' estates for all stakeholders.

SCOPE OF SERVICES

8. This Section 156(c) Application pertains only to the services to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Epiq that are set forth in the Retention Agreement but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Section 156(c) Application or by the Proposed Order. Specifically, Epiq will perform the following tasks in its role as the Claims and Noticing Agent, as well as all quality control relating thereto (collectively, the "**Claims and Noticing Services**"), to the extent requested by the Debtors:

- a. Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable: (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable); (ii) notices of transfers of claims;

⁴ See, e.g., *In re RUI Holding Corp.*, Case No. 19-11509, (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul. 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. Jun. 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. Jun. 10, 2019); *In re Kona Grill, Inc.*, Case No. 19-10953 (CSS) (Bankr. D. Del. Apr. 30, 2019); *In re WMC Mortgage, LLC*, Case No. 19-10879 (CSS) (Bankr. D. Del. Apr. 23, 2019); *In re F+W Media, Inc.*, Case No. 19-10479 (KG) (Bankr. D. Del. Mar. 10, 2019); *In re Avadel Specialty Pharmaceuticals, LLC*, Case No. 19-10248 (CSS) (Bankr. D. Del. Feb. 06, 2019); *In re HCR ManorCare, Inc.*, Case No. 18-10467 (KG) (Bankr. D. Del. Mar. 6, 2018); *In re Herald Media Holdings, Inc.*, Case No. 17-12881 (LSS) (Bankr. D. Del. Dec. 8, 2017); and *In re Maurice Sporting Goods, Inc.*, Case No. 17-12481 (CSS) (Bankr. D. Del. Nov. 20, 2017).

- (iii) notices of objections to claims and objections to transfers of claims; (iv) notice of any auction or sale proceeding; (v) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan or plans; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- b. If applicable, maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs listing the Debtors' known creditors and the amounts owed thereto;
 - c. Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk (within forty-eight (48) hours);
 - d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
 - e. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
 - f. For all notices, motions, orders, and other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
 - g. Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
 - h. Maintain an electronic platform for purposes of filing proofs of claim;
 - i. Maintain the official claims register for the Debtors (the "**Claims Register**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim

- (*e.g.*, secured, unsecured, priority, etc.), and (vi) any disposition of the claim;
- j. Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
 - k. Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
 - l. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
 - m. File a quarterly updated claims register with the Court in alphabetical and numerical order. If there has been no claims activity, file a Certification of No Claim Activity.
 - n. Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to Epiq's offices, not less than weekly;
 - o. Upon completion of the docketing process for all claims received to date for each Case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
 - p. Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
 - q. Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
 - r. Assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
 - s. Monitor the Court's docket in these chapter 11 cases and, when filings are made in error or containing errors, alert the filing party of such error and work with such party to correct any such error;
 - t. If these chapter 11 cases are converted to chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting these chapter 11 cases;
 - u. Thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order

dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;

- v. Within fourteen (14) days of notice to Epiq of entry of an order dismissing or converting these chapter 11 cases or within twenty-eight (28) days of entry of a final decree closing these chapter 11 cases, (a) forward to the Clerk an electronic version of all imaged claims, (b) upload the creditor mailing list into CM/ECF and (c) docket a final claims register. If these chapter 11 cases are jointly-administered, one combined register shall be docketed in the lead case containing claims of all the chapter 11 cases; and
 - w. At the close of these chapter 11 cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14470 Townsend Road, Philadelphia, PA 19154-1096 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.
9. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

COMPENSATION

10. The Debtors are proposing to compensate Epiq for the Claims and Noticing Services set forth above in accordance with the pricing schedule attached to the Retention Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court.

11. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee, and any party in interest that specifically requests

service of the monthly invoices. If any dispute arises relating to the Retention Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

12. Before the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

13. Epiq shall have absolute or qualified immunity, as applicable, to the maximum extent permitted by law, for all services provided herein. Additionally, no action shall commence against Epiq or its Agents by any party for any claim relating to Epiq's provision of services provided herein or any act or omission of Epiq without first obtaining leave of the Court to proceed with such an action.

EPIQ'S DISINTERESTEDNESS

14. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Hunt Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

15. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Hunt Declaration, among other things, that:

- a. Epiq is not a creditor of the Debtors;
- b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- c. By accepting employment in these chapter 11 cases, Epiq waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- f. Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Epiq will not intentionally misrepresent any fact to any person;
- h. Epiq shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- i. Epiq will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Epiq as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk’s office.

16. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF REQUESTED

17. The Court is permitted to appoint Epiq as Claims and Noticing Agent in these chapter 11 cases. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to utilize agents

and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(f) provides that “[u]pon motion of the debtors or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c).” Del. Bankr. L.R. 2002-1(f).

18. The appointment of Epiq as Claims and Noticing Agent will help to expedite and more efficiently facilitate the administration of these chapter 11 cases, and will relieve the Clerk's office of administrative burdens. For these reasons, the Debtor respectfully submit that Epiq's appointment as Claims and Noticing Agent is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

COMPLIANCE WITH CLAIMS AGENT PROTOCOL

19. The Debtors' selection of Epiq to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all

engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given Epiq's quality of services and expertise.

RELIEF AS OF PETITION DATE IS APPROPRIATE

20. In accordance with the Debtors' request, Epiq has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered before approval of this Section 156(c) Application. No party in interest will be prejudiced by the granting relief as of the Petition Date as proposed in this Section 156(c) Application, because Epiq has provided and continues to provide valuable services to the Debtors' estates during the interim period.

21. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent effective as of the Petition Date.

NOTICE

22. Notice of this Section 156(c) Application will be provided to (i) the U.S. Trustee; (ii) the Debtors' thirty (30) largest unsecured creditors; and (iii) counsel to the Ad Hoc Group of Term Loan Lenders. Notice of this Section 156(c) Application and any order entered hereon will be served in accordance with Rule 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors request the entry of the Proposed Order, granting the relief requested herein and such other and further relief as is just and proper.

Dated: September 14, 2020

Respectfully submitted,

Town Sports International, LLC, *et al.*,
Debtors and Debtors in Possession

/s/ Patrick Walsh _____

Patrick Walsh
Chief Executive Officer

EXHIBIT A

Proposed Order

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

In Re:

TOWN SPORTS INTERNATIONAL, LLC, et
al.,¹

Debtors.

Chapter 11

Case No. 20-12168 (CSS)

(Jointly Administered)

**ORDER APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “**Section 156(c) Application**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order, pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rule 2002-1(f), appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as the Claims and Noticing Agent in these chapter 11 cases, effective as of the Petition Date, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in these chapter 11 cases, and (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Section 156(c) Application; and this Court having jurisdiction to consider the Section 156(c) Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing*

¹ The last four digits of Town Sports International, LLC’s federal tax identification number are 7365. The mailing address for Town Sports International, LLC is 399 Executive Boulevard, Elmsford, New York 10523. Due to the large number of debtors in these cases, for which the Debtors have requested joint administration, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://dm.epiq11.com/TownSports>, or by contacting the proposed undersigned counsel for the Debtors.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

Order of Reference from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Section 156(c) Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Section 156(c) Application having been provided to the Notice Parties under the circumstances, and it appearing that no other or further notice need be provided; and upon the First Day Declaration and the Hunt Declaration; and this Court having determined that the legal and factual bases set forth in the Section 156(c) Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Section 156(c) Application is GRANTED, as set forth herein.
2. Notwithstanding the terms of the Retention Agreement attached to the Section 156(c) Application, the Section 156(c) Application is granted solely as set forth in this Order and solely with respect to the Claims Management and Noticing services set forth in the Services Schedule attached to the Retention Agreement.
3. Pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rule 2002-1(f), the Debtors are authorized to retain Epiq as Claims and Noticing Agent in these chapter 11 cases, effective as of the Petition Date, under the terms of the Retention Agreement, and Epiq is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and perform all related tasks as set forth in the Section 156(c) Application.

4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases, and is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

5. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. Epiq is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

7. Epiq shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of this Court, the Debtors are authorized to compensate Epiq in accordance with the terms and conditions of the Retention Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses as the Claims and Noticing Agent.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Retention Agreement or monthly invoices, and the parties may seek resolution of the matter from this Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Epiq's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtors' chapter 11 estates.

12. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000, and thereafter, Epiq may hold the retainer during these chapter 11 cases as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

13. The Debtors are authorized to indemnify Epiq under the terms of the Retention Agreement, subject to the following modifications:

- a. Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Retention Agreement for services other than the Claims and Noticing Services provided under the Retention Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Retention Agreement, the Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Retention Agreement as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no

longer subject to appeal) or (ii) the entry of an order closing these chapter 11 cases, Epiq believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Retention Agreement (as modified by this Order), including without limitation the advancement of defense costs, Epiq must file an application therefor in this Court, and the Debtors may not pay any such amounts to Epiq before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary in the Retention Agreement, during these chapter 11 cases, the limitation of liability contained in the Agreement shall be given no effect. However, Epiq shall have absolute or qualified immunity, as applicable, to the maximum extent permitted by law, for all services provided herein. Additionally, no action shall commence against Epiq or its Agents by any party for any claim relating to Epiq's provision of services provided herein or any act or omission of Epiq without first obtaining leave of the Court to proceed with such an action.

15. In the event Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for services that are to be performed by Epiq but are not specifically authorized by this Order.

17. Epiq shall not cease providing Claims and Noticing Services during these chapter 11 cases for any reason, including nonpayment, without an order of this Court.

18. In the event of any inconsistency between the Retention Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

19. The Debtors and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order.

20. This Court shall retain jurisdiction and power to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Hunt Declaration

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

In Re:

TOWN SPORTS INTERNATIONAL, LLC, et
al.,¹

Debtors.

Chapter 11

Case No. 20-12168 (CSS)

**DECLARATION OF BRIAN HUNT IN SUPPORT OF
DEBTORS' APPLICATION FOR AN ORDER APPOINTING EPIQ
CORPORATE RESTRUCTURING, LLC AS CLAIMS
AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Brian Hunt, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information, and belief:

1. I am a Consulting Director with Epiq Corporate Restructuring, LLC (“**Epiq**”), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this declaration in support of the *Debtors' Application for an Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of the Petition Date* (the “**Section 156(c) Application**”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

¹ The last four digits of Town Sports International, LLC’s federal tax identification number are 7365. The mailing address for Town Sports International, LLC is 399 Executive Boulevard, Elmsford, New York 10523. Due to the large number of debtors in these cases, for which the Debtors have requested joint administration, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://dm.epiq11.com/TownSports>, or by contacting the proposed undersigned counsel for the Debtors.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

2. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including several recent cases filed in this District.³

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Clerk's office, the claims and noticing services specified in the Section 156(c) Application and Retention Agreement. In addition, at the Debtors' request, Epiq will perform such other claims and noticing services specified in the Section 156(c) Application. For the avoidance of doubt, pursuant to the Retention Agreement, Epiq will perform the Claims and Noticing Services for the Debtors in these chapter 11 cases.

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these chapter 11 cases according to the terms and conditions of the Retention Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month, which shall include a detailed listing of services and expenses. Epiq has received a \$25,000 retainer from the Debtors and will first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000 and,

³ See, e.g., *In re RUI Holding Corp.*, Case No. 19-11509, (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul. 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. Jun. 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. Jun 10, 2019); *In re Kona Grill, Inc.*, Case No. 19-10953 (CSS) (Bankr. D. Del. Apr. 30, 2019); *In re WMC Mortgage, LLC*, Case No. 19-10879 (CSS) (Bankr. D. Del. Apr. 23, 2019); *In re F+W Media, Inc.*, Case No. 19-10479 (KG) (Bankr. D. Del. Mar. 10, 2019); *In re Avadel Specialty Pharmaceuticals, LLC*, Case No. 19-10248 (CSS) (Bankr. D. Del. Feb 06, 2019); *In re HCR ManorCare, Inc.*, Case No. 18-10467 (KG) (Bankr. D. Del. Mar. 6, 2018); *In re Herald Media Holdings, Inc.*, Case No. 17-12881 (LSS) (Bankr. D. Del. Dec. 8, 2017); and *In re Maurice Sporting Goods, Inc.*, Case No. 17-12481 (CSS) (Bankr. D. Del. Nov. 20, 2017).

thereafter, to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Epiq represents, among other things, the following:
 - a. Epiq is not a creditor of the Debtors;
 - b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
 - c. By accepting employment in these chapter 11 cases, Epiq waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
 - d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
 - e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
 - f. Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
 - g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Epiq will not intentionally misrepresent any fact to any person;
 - h. Epiq shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
 - i. Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
 - j. None of the services provided by Epiq as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

6. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the "**Potential Parties in Interest**") in these chapter 11

cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as Schedule 1. Epiq is not aware of any relationship that would present a disqualifying conflict of interest as Epiq's conflicts check has revealed that none of the Potential Parties in Interest were current or former clients of Epiq within the past three years.

7. In addition, to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware, or are equity security holders of the Debtors.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any adverse connection to the Debtors, their creditors, or other relevant parties. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("**DTI**"), a global legal process outsourcing company, which is an ultimate wholly owned

subsidiary of DTI Topco, Inc. (“**DTI Topco**”). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation (“**OAC**”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. (which together with OAC are referred to as “**OMERS**”), and funds managed by Harvest Partners, LP, (“**Harvest**”) a leading private equity investment firm.

11. Neither DTI, DTI Topco, OMERS nor Harvest are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“**Parent Board Designees**”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place: (i) prior to the Debtors commencing these chapter 11 cases, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, including that it does not share any employees, officers, or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq

executive or employee is a director, officer, or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of DTI, DTI Topco, OMERS and Harvest against the Debtors and the Potential Parties in Interest list provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the Potential Parties in Interest.

14. Epiq has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships are completely unrelated to these chapter 11 cases. Epiq has represented, and will continue to represent, clients in matters unrelated to these chapter 11 cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to these chapter 11 cases.

15. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If Epiq's proposed retention is approved by the Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases.

16. Based on the foregoing, I believe Epiq is a "disinterested person" as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners

or employees hold or represent any interest adverse to the Debtors' estates with respect to any matter upon which Epiq is to be engaged.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: September 14, 2020

/s/ Brian Hunt

Brian Hunt
Consulting Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

Potential Parties in Interest

SCHEDULE 1

Conflict Check Parties

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Debtors' Advisors
1(c)	Agents
1(d)	Cash Management Banks
1(e)	Contract Counterparties & Customers
1(f)	Top 30 Unsecured Creditors
1(g)	Directors & Officers
1(h)	Equity Holders
1(i)	Insurance Providers and Related Parties
1(j)	Lenders & Lenders' Fund Managers
1(k)	Lenders' & Equity Holders' Advisors
1(l)	Landlords
1(m)	Litigation Parties
1(n)	United States Bankruptcy Judges in the District of Delaware
1(o)	Office of the United States Trustee

SCHEDULE 1(a)

DEBTORS

TSI HOLDINGS II, LLC
TOWN SPORTS INTERNATIONAL, LLC
TSI - ALAMEDA, LLC
TSI - CAL.GLENDALE, LLC
TSI - IRVINE, LLC
TSI - LUCILLE 38TH AVENUE, LLC
TSI - LUCILLE AUSTIN STREET, LLC
TSI - LUCILLE CLIFTON, LLC
TSI - LUCILLE KINGS HIGHWAY, LLC
TSI - LUCILLE VALLEY STREAM, LLC
TSI - NORTHRIDGE, LLC
TSI - SAN JOSE, LLC
TSI - STUDIO CITY, LLC
TSI - TOPANGA, LLC
TSI - TORRANCE, LLC
TSI - VALENCIA, LLC
TSI - WESTLAKE, LLC
TSI 1231 3RD AVENUE, LLC
TSI 30 BROAD STREET, LLC
TSI 555 6TH AVENUE, LLC
TSI ALLSTON, LLC
TSI ASTOR PLACE, LLC
TSI ASTORIA, LLC
TSI AVENUE A, LLC
TSI BACK BAY, LLC
TSI BAY RIDGE, LLC
TSI BAYONNE, LLC
TSI BAYRIDGE 86TH STREET LLC
TSI BEACON STREET LLC
TSI BOYLSTON, LLC
TSI BROADWAY, LLC
TSI BROOKLYN BELT, LLC
TSI BULFINCH, LLC
TSI BUTLER, LLC
TSI CARMEL, LLC
TSI CASH MANAGEMENT, LLC
TSI CENTRAL SQUARE, LLC
TSI CLARENDON, LLC
TSI CLIFTON LLC
TSI COBBLE HILL, LLC
TSI COLONIA, LLC
TSI COLUMBIA HEIGHTS, LLC
TSI COMMACK, LLC

TSI CONNECTICUT AVENUE, LLC
TSI COURT STREET, LLC
TSI CROTON, LLC
TSI DAVIS SQUARE, LLC
TSI DEER PARK, LLC
TSI DOBBS FERRY, LLC
TSI DORCHESTER, LLC
TSI DOWNTOWN CROSSING, LLC
TSI DUPONT II, INC.
TSI EAST 23, LLC
TSI EAST 36, LLC
TSI EAST 51, LLC
TSI EAST 76, LLC
TSI East 86, LLC
TSI East 91, LLC
TSI ELITE BACK BAY, LLC
TSI FENWAY, LLC
TSI FIRST AVENUE, LLC
TSI FOREST HILLS, LLC
TSI GALLERY PLACE, LLC
TSI GARDEN CITY, LLC
TSI GARNERVILLE, LLC
TSI GEORGETOWN, LLC
TSI GIFTCO, LLC
TSI GLENDALE, LLC
TSI GLOVER, LLC
TSI GRAND CENTRAL, LLC
TSI GREENPOINT, LLC
TSI HARTSDALE, LLC
TSI HAWTHORNE, LLC
TSI HICKSVILLE, LLC
TSI HIGHPOINT, LLC
TSI HOBOKEN NORTH, LLC
TSI HOBOKEN, LLC
TSI HOLDINGS (CIP), LLC
TSI HOLDINGS (DC), LLC
TSI HOLDINGS (IP), LLC
TSI HOLDINGS (MA), LLC
TSI HOLDINGS (MD), LLC
TSI HOLDINGS (NJ), LLC
TSI HOLDINGS (PA), LLC
TSI HOLDINGS (VA), LLC
TSI INTERNATIONAL, INC

TSI JERSEY CITY, LLC
TSI LARCHMONT, LLC
TSI LEXINGTON (MA), LLC
TSI LINCOLN, LLC
TSI LIVINGSTON, LLC
TSI LONG BEACH, LLC
TSI LYNNFIELD, LLC
TSI MARLBORO, LLC
TSI MASSAPEQUA, LLC
TSI MATAWAN, LLC
TSI METHUEN, LLC
TSI MORRIS PARK, LLC
TSI MURRAY HILL, LLC
TSI NEWARK, LLC
TSI NEWTON, LLC
TSI NORTH BETHESDA, LLC
TSI OCEANSIDE, LLC
TSI PEABODY, LLC
TSI PINE STREET, LLC
TSI PLACENTIA, LLC
TSI PRINCETON, LLC
TSI PROVIDENCE EASTSIDE, LLC
TSI RADNOR, LLC
TSI RAMSEY, LLC
TSI REGO PARK, LLC
TSI RIDGEWOOD, LLC
TSI SALISBURY, LLC
TSI SCARSDALE, LLC
TSI SHERIDAN, LLC
TSI SMITHTOWN, LLC
TSI SOCIETY HILL, LLC
TSI SOUTH BETHESDA, LLC
TSI SOUTH END, LLC
TSI SOUTH PARK SLOPE, LLC
TSI SOUTH STATION, LLC
TSI SPRINGFIELD, LLC
TSI STATEN ISLAND, LLC
TSI STOKED, LLC
TSI SUNNYSIDE, LLC
TSI TOTAL WOMAN HOLDCO, LLC
TSI UNIVERSITY MANAGEMENT, LLC
TSI VARICK STREET, LLC

TSI WALTHAM, LLC

TSI WATERTOWN, LLC
TSI WAYLAND, LLC
TSI WELLESLEY, LLC
TSI WELLINGTON CIRCLE, LLC
TSI WEST 115TH STREET, LLC
TSI WEST 125, LLC
TSI WEST 145TH STREET, LLC
TSI WEST 16, LLC
TSI WEST 23, LLC
TSI WEST 38, LLC
TSI WEST 41, LLC
TSI WEST 48, LLC
TSI WEST 73, LLC
TSI WEST 80, LLC
TSI WEST 94, LLC
TSI WEST HARTFORD, LLC
TSI WESTBORO TENNIS, LLC
TSI WESTBOROUGH, LLC
TSI WESTWOOD, LLC
TSI WHITE PLAINS CITY CENTER, LLC
TSI WHITE PLAINS, LLC
TSI WHITESTONE, LLC
TSI-ATC ALICO MISSION, LLC
TSI-ATC BEN PRATT, LLC
TSI-ATC BENEVA ROAD, LLC
TSI-ATC BOYSCOUT, LLC
TSI-ATC CAPE CORAL, LLC
TSI-ATC HOLDCO, LLC
TSI-ATC TAMIAMI TRAIL, LLC
TSI-HR 13TH STREET, LLC
TSI-HR 45TH STREET, LLC
TSI-HR 76TH STREET, LLC
TSI-HR WHITEHALL STREET, LLC

SCHEDULE 1(b)
DEBTORS' ADVISORS

Young Conaway Stargatt & Taylor, LLP
Houlihan Lokey
Hilco Real Estate, LLC
Gordan & Rees Scully Mansukhani
BDO USA, LLP
Becker, Glynn, Muffly, Chassin & Hosinski LLP
Cohen Hochman & Allen
Eisner Amper
Ferraiuolo LLC
Law Office of Frederick A. Becker
Marnus Nel
Reed Smith
Steven Friedman
Stuart M Steinberg, P.C.

SCHEDULE 1(c)

AGENTS

Deutsche Bank
Keybank National Association

SCHEDULE 1(d)

CASH MANAGEMENT BANKS

Bank of America
BankUnited
Deutsche Bank
JPMorgan Chase

SCHEDULE 1(e)

CONTRACT COUNTERPARTIES & CUSTOMERS

(WJC) WALTER JOHNSON CREW
21 EAST 61ST STREET APARTMENT CORP -
EXTELL MANAGEMENT SERVICE
360I
ABERDEEN ASSET MANAGEMENT
ABG SUNDAL COLLIER
ACORDA THERAPEUTICS
AD COUNCIL - NY
ADEA-RAFFA
ADK GROUP
ADVENT CAPITAL MANAGEMENT
ADVISE TECHNOLOGIES
AKF GROUP
AKILI INTERACTIVE
AKQA
ALBANY ROAD REAL ESTATE PARTNERS
ALCENTRA NY LLC
ALERT ENGINE HOOK LADDER HOSE
ALIGN COMMUNICATIONS
ALKERMES PREMIUM
ALLEN & OVERY
ALLSTAR PRODUCTS
ALMOD DIAMONDS
ALNYLAM PHARMACEUTICALS
ALSTON & BIRD
ALTMAN VILANDRIE & CO
AMALGAMATED LIFE
AMBROSIA (PBG)
AMBROSIA (PSL)
AMERICA WORKS
AMERICAN ACADEMY OF DRAMATIC ARTS
AMERICAN ASSOCIATION FOR JUSTICE
AMERICAN HEALTH LAWYERS ASSOCIATION
(AHLA)
AMERICAN MANAGEMENT ASSOCIATION
AMERICAN NATIONAL STANDARDS INST
AMERICAN NURSE ASSOCIATION
AMERICAN OCCUPATIONAL THERAPY ASSOC.
AMERICAN SECURITIES CAPITAL

AMERICAN THORACIC SOCIETY
AMPACET CORPORATION
AMPTEK INC
AMSTERDAM HOSPITALITY
AMTRAK
AMUNDI PIONEER ASSET MANAGEMENT USA
INC
ANALYSIS GROUP
ANCHIN BLOCK & ANCHIN
ANDERSON KILL OLICK
ANIMAL MEDICAL CENTER
ANNA JACQUES HOSPITAL
APG ASSET MANAGEMENT
APHL
APOLLO GLOBAL MANAGEMENT LP
APT MANAGEMENT LLC
AQR CAPITAL MANAGEMENT LLC
AQUILA
ARAMARK - FENWAY
ARCH
ARCHCARE
ARCHER HOTEL
ARCLIGHT CAPITAL
ARLO NOMAD HOTEL
ARLO SOHO HOTEL- AMBASSADOR PROGRAM
ARM INVESTIGATIONS
ARMED SERVICES YMCA
ARRAKIS THERAPEUTICS
ARTNET WORLDWIDE CORPORATION
ARUP
ASCAP
ASICS AMERICA CORPORATION
ASPEN INSTITUTE
ASSOCIATED INDUSTRIES OF MA
ASSOCIATION OF THE UNITED STATES ARMY
ASSURED GUARANTY
AT&T AND SUBSIDIARIES (DIRECTV)
AUDAX GROUP
AUTHENTIC CAMPAIGNS
AVALERE HEALTH LLC
AVALON APARTMENTS
AVALON HOTEL NYC
BAC INTERNATIONAL UNION OF BRICKLAYERS

BACK BAY LIFE SCIENCE ADVISORS
BAKER & MCKENZIE
BAKER BOTTS
BANKERS HEALTHCARE GROUP
BAY STATE IT
BAYERISCH LANDES BANK
BBC CREW
BBR
BEACON INTERMODEL
BELL AND COMPANY
BENEFICIAL BANK
BERKELEY COLLEGE
BERKSHIRE GROUP LLC
BERLIN CAMERON
BERNSTEIN MANAGEMENT CORP
BIG HASSLE MEDIA
B-LINE MEDICAL
BLOOMSBURY PUBLISHING
BLUE CROSS BLUE SHIELD ASSOCIATION - DC
BLUE FOUNTAIN MEDIA PACTERA
BLUEPORT COMMERCE
BMW
BOSTON INVESTOR SERVICES
BOSTON PARTNERS
BOSTON PROPERTIES INC
BOSTON RED SOX
BOSTONIA
BOYLE SHAUNGHNESSY AND CAMPO
BRANDYWINE REALTY TRUST
BREC AMBASSADOR
BRIGHTLINE
BRIGHTSPHERE
BRIXMOR
BROADCAST MUSIC INC
BROADRIDGE FINANCIAL SOLUTIONS INC
BTG PACTUAL
BTIG
BTMU CAPITAL CORPORATION
BUCKLEYSANDLER LLP
BULGER PARTNERS LLC
BUROHAPPOLD ENGINEERING
BUZZUTO
CABLE SCOPE INC

CADENCE CAPITAL MANAGEMENT
CAHILL GORDON & REINDEL LLP
CANDLEWICK PRESS
CAPA INTERNATIONAL EDUCATION
CAPCO CAPITAL MARKETS
CAPITAL CROSSING SERVICING COMPANY LLC
CARDIOVASCULAR RESEARCH FOUNDATION
CARE GROUP
CARGOMETRICS
CARNEGIE HALL
CAROLINA HERRERA LTD
CASABLANCA HOTEL AMBASSADOR
CATALYST
CATCHPOINT
CAYAN
CB RICHARD ELLIS - BOSTON
CENGAGE LEARNING PASSPORT
CENTER FOR ALTERNATIVE SENTANCING
CENTER FOR INTERNATIONAL PRIVATE
ENTERPRISE
CENTERBRIDGE PARTNERS LP
CENTRONIA
CERAMI & ASSOCIATES
CERBERUS CAPITAL MANAGEMENT
CEREBRAL PALSY OF NY STATE
CEREBRAL PALSY OF WESTCHESTER
CHADWICK MARTIN BAILEY
CHANGE GROUP AMERICAS
CHAPMAN CONSTRUCTION AND DESIGN
CHARLES RIVER ASSOCIATES
CHARTER CONTRACTING COMPANY LLC
CHILDRENS LAW CENTER
CHILTON INVESTMENT COMPANY
CHIN & CURTIS
CHOATE HALL & STEWART LLP
CHOICE OF NY
CHOW TAI FOOK NORTH AMERICA
CHRISTIES NEW YORK
CHUBB
CHURCH PENSION GROUP
CITI HUB
CITYMD
CLARION HEALTHCARE

CLARION PARTNERS LLC
CLEARLY GOTTLIEB (NEW YORK)
CLEARY GOTTLIEB - DC
CLIFFORD CHANCE NY
COHEN & GRESSER
COLD SPRING HARBOR LABORATORY
COLONNADE BOSTON HOTEL (EXECUTIVES)
COLUMBIA SECONDARY SCHOOL
COMMODORE CONSTRUCTION CO
COMMONBOND
COMMONWEALTH AUTO
COMMUNITY ACCESS
COMMUNITY SERVICE SOCIETY OF NY
COMPLEX MEDIA
CONGREGATION RODEPH SHOLOM
CONSTANT CONTACT
CONVERGE DIRECT LLC
COOPER UNION
COPE HEALTH SOLUTIONS
COPIAGUE FIRE (MASSAPEQUA ONLY)
CORNELL & GOLLUB
CORNERSTONE RESEARCH
COVENTURE
COVINGTON
COWEN (WEST 48)
COWEN GROUP
CRANE AND COMPANY
CRAVATH SWAINE & MOORE
CREATIVE ASSOCIATES INTL INC
CRIMSON HEXAGON
CRITEO CORP
C-SOFT
CTIA GROUP
CULLEN AND DYKMAN LLP
CURTIS MALLET PROVOST
DAI
DALEY & COMPANY
DAVID YURMAN - 0283
DAVIS & GILBERT LLP
DAVIS POLK WARDELL
DC BILINGUAL
DEALERWEB
DEBEVOISE & PLIMPTON LLP (NY)

DEL OLMO LAW
DEMOS
DEN NORSKE
DESTINATION DC
DEV BOOTCAMP
DEXIA CREDIT LOCAL
DGA INC
DIADEIS LLC
DIANE VON FURSTENBERG
DICICCO GULMAN & COMPANY
DICKSTEIN SHAPIRO MORIN OSHINSKY
DIGITAL REMEDY
DIGITASLBI (NYSC BSC)
DILIGENT
DIMAGI INC
DIMELLA SHAFFER ASSOCIATES INC
DISPATCH
DIXON ADVISORY
DONNELLY MECHANICAL
DORSEY & WHITNEY LLP
DOUBLEVERIFY
DRA ADVISORS
DREAM COLLABORATIVE
DREAMWEAR INC
DURST ORGANIZATION
DVRC
DYNATRACE
DZ BANK
EAB GLOBAL INC
EASTMAN & EASTMAN ATTORNEYS
EBRA 70 PINE MASTER TENANT, LLC
EDELMAN FINANCIAL ENGINES, LLC
EHE INTERNATIONAL
EISNERAMPER
ELIASSEN GROUP
ELLINGTON MANAGEMENT GROUP
ELLISON SYSTEMS INC
EMERY FLATS
EMPELLON
EMPIRE STATE DEVELOPMENT
ENNEAD ARCHITECTS LLP
ENTECH ENGINEERING
ENTECH ENGINEERING (WSC)

ERIC & ASSOCIATES
ESA
ESI DESIGNS
ESSENCE
EVENSONBEST
EVERCORE PARTNERS
EVERFI
EVERSOUND HQ
EXONICS THERAPEUTICS
EXPLORICA - WORLDSTRIDES
EYA
EZE SOFTWARE
FARLEY WHITE MANAGEMENT
FAU
FDIC NY
FEDCAP
FEDERAL HOME LOAN BANK
FEDERAL RESERVE OFFICERS
FEINBERG HANSON
FINAL CUT
FINANCIAL ARCHITECT
FINANCIAL DYNAMICS
FINN PARTNERS
FINRA
FIRST HELP FINANCIAL
FIRST RESPONDER 1000 MEMBER GIVE-AWAY
FITRESERVE INC
FITZPATRICK HOTEL
FLEXTRADE SYSTEMS
FLORIDA SCHOOL OF DISCIPLESHIP
FOREIGN POLICY ASSOCIATION (FPA)
FORTRESS FINANCIAL
FOUR SEASONS HOTEL - NEW YORK
FRENCH AMERICAN FOUNDATION
FRESHFIELDS BRUCKHAUS DERINGER LLP
FRIEDMAN KAPLAN
FROSS ZELNICK LEHRMAN & ZISSU
FUNNEL INC
FXCM
GAMESYS US LLC
GCM GROSVENOR
GEMOLOGICAL INSTITUTE OF AMERICA
GENERALI US BRANCH

GENERATION CHURCH
GENESIS
GENSCAPE - 0986
GEORGE COMFORT & SONS
GERMAN HIGHER EDUCATION BRIDGE INC
GIBSON DUNN & CRUTCHER
GIDE LOYRETTE NOUEL LLP
GIORGIO ARMANI
GLENCORE LTD
GLOBALFIT
GLOCAP SEARCH
GOLDENSOURCE CORP
GOLDENTREE INSITE PARTNERS
GOLUB CAPITAL
GREEN CHIMNEYS CHILDRENS SERVICES
GREENBERG TRAUIG
GREENWICH EDUCATION GROUP
GREENZANG INC
GUIDEPOINT
GZB REALTY
HADASSAH
HALEY & ALDRICH
HANDEL ARCHITECTS
HANNAN ENVIRONMENTAL SERVICES
HANOVER RESEARCH COUNCIL
HARDESTY & HANOVER
HARLEM CHILDRENS ZONE
HARLEM CHILDRENS ZONE - COLLEGE SUCCESS
OFFICE
HARLEM CHILDRENS ZONE - PROMISE
ACADEMY
HARLEM RBI DREAM CHARTER
HARNHAM INC
HAUG PARTNERS LLP
HAVEN LIFE
HAY ADAMS HOTEL
HEALTHCARE RISK ADVISORS, INC
HEARTBEAT IDEAS
HEINEKEN USA (HEINEKEN AMERICAS)
HENRI STERN WATCH
HERBERT SMITH FREEHILLS NEW YORK LLP
HERZFELD & RUBIN PC ATTORNEYS AT LAW
HESCHEL SCHOOL

HEWLETT BAY FIRE DISTRICT
HICKOK COLE ARCHITECTS
HIGHWAY TOLL ADMINISTRATION LLC
HILL KNOWLTON
HILL KNOWLTON DC
HILTON HOTEL
HOK ARCHITECTS
HOLWELL SHUSTER AND GOLDBERG
HOMESITE INSURANCE - 0426
HOMOLOGY MEDICINES INC
HOOKER & HOLCOMBE INC
HORIZON MEDIA
HOSPITAL INSURANCE CORPORATION (HIC)
HOTEL ELYSEE
HOTEL GIRAFFE
HOTEL MADERA
HOTEL SHOCARD NYC
HOULIHAN LOKEY
HOUSE OF WU
HUMAN RIGHTS WATCH
HUNT COMPANIES
HUNTER ROBERTS CONSTRUCTION GROUP
HUNTON ANDREWS KURTH LLP
HURON CONSULTING GROUP - NY
HYDROGEN
IBT
IBTS
ICAP-IGBB
IDB BANK
IMPACT RADIUS
INFORMA USA
ING FINANCIAL SERVICES LLC
INNOCENCE PROJECT
INSIGHTSQUARED
INSTAMED
INSTITUTE OF INTERNATIONAL FINANCE
INTER PARFUMS INC
INTERACTIVE BROKERS GROUP
INTERNATIONAL COUNCIL OF SHOPPING
CENTERS (ICSC)
INTERNATIONAL MARKET RECRUITERS
INTERNATIONAL SECURITIES EXCHANGE
INTESA SANPAOLO

INTRALINKS
INVESCO
IPREO LLC CO IHS GLOBAL INC
IPSOS
ISAACSON MILLER (IM SEARCH)
ITOCHU
IXCELA
JACK RESNICK & SONS
JDRF - NY
JDX CONSULTING
JEBBIT
JENZABAR
JEWISH BOARD OF FAMILY AND CHILDREN
SERVICES
JF RESTAURANTS
JOB CASE
JOELE FRANKS
JOSLIN DIABETES CENTER BOSTON
JRM CONSTRUCTION
JUICE GENERATION
JUSTICE RESOURCE INSTITUTE
JUSTWORKS
KADENCE INTERNATIONAL
KANTAR RETAIL
KAPLOW PR
KARUNA PHARMACEUTICALS
KATZ MEDIA GROUP
KEKST & CO
KELLEY DRYE & WARREN LLP (NY)
KIDS IN THE GAME
KIRSHENBAUM BOND SENECA & PARTNERS
DBA FORSMAN & BODENFORS
KITANO HOTEL AMBASSADOR PASS
KL GATES
KLASKO IMMIGRATION LAW PARTNERS LLP
KLEHR HARRISON HARVEY BRANZBURG LLP
KOHN PEDERSEN
KREINDLER & KREINDLER LLP
KUTAK ROCK LLP
KWT GLOBAL LLC
LAB49 INC
LABATON SUCHAROW LLP
LAFONT CO USA

LATHAM WATKINS - DC
LATIN AMERICA YOUTH CENTER INC
LAWLINECOM
LAWYERS FOR CHILDREN
LAZARD
LEADER & BERKON LLP
LEADING 2 SUCCEEDING
LEAP USA
LEDC
LEERINK SWANN
LEGAL AID SOCIETY
LEVATAS
LG ELECTRONICS
LIAISON INTERNATIONAL
LIBRARY HOTEL
LIFE IS GOOD - PASSPORT
LIFE IS GOOD INC
LIGHTHOUSE GUILD
LILKER ASSOCIATES
LIM COLLEGE
LINCOLN HALL
LINEDATA SERVICES
LINKLATERS
LIONANO INC
LIVEINTENT
LIVEONNY THE NEW YORK ORGAN DONOR
NETWORK
LONE PINE CAPITAL
LONG ISLAND RAIL ROAD COMPANY
LOOMIS SAYLES
LOREAL USA - FAMILY
LOREAL USA INC - EMPLOYEES
LOSE IT
LOT 18
LOTTE NEW YORK PALACE HOTEL
LOUVIERE STRATTON & YOKEL LLC
LPL FINANCIAL
LYCEE FRANCAIS DE NEW YORK - LFN
M S WALKER
MAGGY LONDON INTERNATIONAL LTD
MAGNA LEGAL SERVICES
MAJOR LEAGUE BASEBALL
MAJOR LEAGUE SOCCER

MANDARIN ORIENTAL (BSC)
MANHATTANVILLE COFFEE
MANSUETO VENTURES LLC
MAPS
MARATHON ASSET MANAGEMENT
MARINA MAHER COMMUNICATIONS
MARITIME CAPITAL LP
MARKFORGED
MARS
MARS & CO
MARSHALL DENNEHEY WARNER COLEMAN &
GOGGIN
MARTHA STEWART LIVING OMNIMEDIA - NY
MARTIN LAW
MARYS CENTER
MASPETH FEDERAL SAVINGS
MAYS CONSTRUCTION COMPANY
MAZARS USA LLP
MCDERMOTT WILL EMERY - MA
MCGARRY BOWEN
MCLAUGHLIN AND STERN LLP
MCLEAN HOSPITAL
MD2
MDC PARTNERS
MEDALLION FINANCIAL GROUP
MEDIABISTRO HOLDINGS LLC
MEDITERRANEAN SHIPPING COMPANY (MSC)
MEFA
MEISTER SEELIG & FEIN LLP
MENDES AND MOUNT
MERCK AND CO
MERGERMARKET
MERIDIAN INTERNATIONAL CENTER (DC)
MERKLEY NEWMAN HARTY MERKLEY &
PARTNERS
METRO-NORTH COMMUTER RAILROAD
COMPANY
METROPOLITAN TRANSPORTATION AUTHORITY
HQ
METTEL
MHA (MENTAL HEALTH AMERICA)
MICHAEL PAGE INTERNATIONAL LLC
MICHILLI

MIKIMOTO
MILBANK
MILLENNIUM HOTEL
MINDSPARK INTERACTIVE NETWORK INC
MLBCOM
MODA OPERANDI
MOMENTA PHARMACEUTICALS
MONDRIAN HOTEL AMBASSADOR PASS
MORGAN LEWIS
MORGAN STANLEY - SUBSIDY
MORRISON MAHONEY
MORTGAGE INDUSTRY ADVISORY
CORPORATION
MOSES & SINGER LLP
MOTUS
MOUND COTTON WOLLEN & GREENGRASS LLP
MOUNT IDA COLLEGE
MSL GROUP
MTHREE CONSULTING
MTS PARTNERS
MULTY MEDICAL
MUREX
MURPHY & KING
MUSEUM OF SEX
MUTUAL OF AMERICA
MYLEON
NAB-NATIONAL ASSOCIATION OF
BROADCASTERS
NATIONAL ASSOCIATION OF ATTORNEYS
GENERAL
NATIONAL CATHEDRAL - PECF
NATIONAL EDUCATION ASSOCIATION (NEA)
NATIONAL LEAGUE OF CITIES
NATIONAL PRESS CLUB
NATIONAL URBAN LEAGUE - NY
NESCAUM
NETAPP INC
NEW YORK & COMPANY (NY & CO)
NEW YORK ATHLETIC CLUB (NYAC)
NEW YORK ECONOMIC DEVELOPMENT
CORPORATION
NEW YORK GRAND HYATT
NEW YORK HOTEL PENNSYLVANIA

NEW YORK JETS
NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INVESTMENT MANAGEMENT -
PENN
NEW YORK LIQUIDATION
NEW YORK YACHT CLUB
NEWMARK KF
NEX NORTH AMERICA LLC
NIPPON LIFE INSURANCE COMPANY OF
AMERICA
NJR CONSULTING
NOBU
NOMURA RESEARCH INSTITUTE OF AMERICA
NORDEA BANK
NORTH AMERICAN MEAT INSTITUTE
NORTHERN LEASING SYSTEMS INC
NORTHERN LIGHTS POST INC
NORTHSIDE CENTER FOR CHILD DEVELOPMENT
INC
NTT DOCOMO
NUMERIX
NUTRACLICK
NY STATE HOMES AND COMMUNITY RENEWAL
NY TRANSIT AUTHORITY

OBERMAYER REBMANN MAXWELL & HIPPEL LLP
OCC STRATEGY CONSULTANTS
OGDEN CAP PROPERTIES LLC
OLSHAN FROME WOLOSKY LLP
ONE8 FOUNDATION
OPPENHEIMER FUNDS
ORC INTERNATIONAL
ORGANIZATION OF AMERICAN STATES (OAS)
ORGANIZATION OF AMERICAN STATES SINGLE
ACCESS
ORRICK
ORTHONET
OSA THE OPTICAL SOCIETY
OUTBRAIN
OUTTEN & GOLDEN LLP
OVASCIENCE
PAGEANT MEDIA LTD
PARK HUDSON INTERNATIONAL

PARTNERS COMMUNITY HEALTH (GUNDERSON
RESIDENCE)

PARTNERS COMMUNITY HEALTH (LINCOLN
RESIDENCE)

PAUL PUBLIC CHARTER SCHOOL

PAUL WEISS (DC)

PAUL WEISS DC

PAUL WEISS RIFKIND & WHARTON NY

PAUL WEISS RIFKIND AND WHARTON NY

PDDK

PEACE FOOD CAFE

PEARSON EDUCATION

PEERFIT

PENNSYLVANIA LUMBERMENS MUTUAL
INSURANCE COMPANY

PERFECTO MOBILE

PERKINELMER

PERKINS EASTMAN

PERKINS EASTMAN BOSTON REGIONAL

PERKSPOT

PEW CHARITABLE TRUSTS

PFIZER

PHILADELPHIA MAGAZINE

PHILLIPS NIZER

PHILLIPS VAN-HUESEN

PHRMA

PILE & COMPANY

PINNACLE SCHOOL

PLUSONE GYM CLOSING

PLYMOUTH ROCK

POD HOTEL 39

POLARIS VENTURE

PORTLAND

PRACTICING LAW INSTITUTE

PREDATA INC

PRIDE GLOBAL

PRI-MED LLC (MC COMM)

PRO SPORTS THERAPY

PRODUCTION GLUE LLC

PROGENICS PHARMACEUTICALS INC

PROMOBOX

PROSKAUER ROSE - BOSTON

PROSKAUER ROSE LLP

PROTRAVEL INTERNATIONAL
PSG (PROVIDENCE STRATEGY GROUP)
PUBLIC HEALTH SOLUTIONS
PUBLICIS
PULLMAN SST
PULSEPOINT INC
PUMA
PURE INSURANCE
PURETECH VENTURES
QUINN EMANUEL
R GA MEDIA
RABOBANK INTERNATIONAL
RADIO CITY APARTMENTS (AMBASSADOR PASS
PROGRAM)
RADNOR BOYS CREW
RAPP
RASHTI & RASHTI
RAYTHEON COMPANY
RCN
REAKTOR
RED LIGHT MANAGEMENT
RELMAN & DANE PLLC
RESIDENCE INN
RESOURCE & EVENT MGMT
RESTORBIO
RETURN PATH INC
RFA
RG VANDERWEIL ENGINEERS
RICHARDS KIBBE & ORBE
RICHLINE GROUP
RING SAVVY
ROAR DIGITAL
ROBERT DERECTOR
ROBERT WALTERS RESOURCE SOLUTIONS
ROBISON OIL
ROCKETRIP
ROC-SEARCH
RODALE INC
ROKKAN MEDIA LLC
ROKT
ROOM MATE GRACE
ROSE ASSOCIATES
ROSENBERG & ESTIS PC

RUBENSTEIN ASSOCIATES INC
RUBENSTEIN PUBLIC RELATIONS INC
RUBIN & RUDMAN LLP
RUDER FINN
RVM ENTERPRISES
RYDHOLM PROJECTS INC
SAATCHI & SAATCHI
SAATCHI & SAATCHI WELLNESS
SABIN BERMANT GOULD
SAINT JOSEPHS MEDICAL CENTER
SALON AKS
SALVATORE FERRAGAMO
SANTANDER NEW YORK
SCHRODERS INVESTMENT MANAGEMENT
SCHWARZ ARCHITECTURAL SERVICES
SCIVANTAGE PASSPORT
SDL
SEAMORES RESTAURANT
SEAPORT GLOBAL HOLDINGS LLC
SEASIDE SOBER LIVING
SESAME STREET (PLAN B)
SESAME WORKSHOP
SEVONE - 1028
SHADY HILL SCHOOL
SHARE OUR STRENGTH
SHARED LIVING COLLABORATIVE
SHARED VALUE MEDIA
SHARKNINJA
SHARP
SHAUBS AHMUTY CITRIN SPRATT LLP
SHAWMUT DESIGN AND CONSTRUCTION
SHISEIDO COSMETICS (AMERICA) LTD
SHUTTERSTOCK INC
SIEGEL GALE
SIGNATURE BANK
SIGNATURE PREMIER PROPERTIES
SILLS CUMMIS & GROSS
SILVER LINING INTERIORS
SILVER POINT CAPITAL
SIMPSON THACHER & BARTLETT LLC
SINGLE PLATFORM
SITE SAFETY
SKADDEN ARPS NY

SL GREEN REALTY CORP
SMITH AND SAINT
SMOKEHOUSE
SOCIAL SCIENCE RESEARCH
SOHO BOUTIQUE TIMES SQUARE LLC
SOHO HOUSE NY
SOJITZ GROUP
SOJOURNERS
SONDER, INC 20 BROAD ST AMBASSADOR
SONOS INC
SOURCE MEDIA INC
SPA NIJOLI
SPIRE SCHOOL
ST ANNS HOME
ST VINCENTS HOSPITAL - WESTCHESTER
STANDARD CHARTERED BANK
STANDARD CHARTERED BANK - SPOUSES
STANDARD PUBLISHING
STANTON PRM
STERLING NATIONAL BANK
STEWART TITLE INSURANCE COMPANY
STRATEGIC FINANCIAL SOLUTION
STROOCK STROOCK & LAVAN
STRUCTURE TONE
SUCCESS ACADEMY CHARTER SCHOOLS
(INVOICE)
SUFFOLK CONSTRUCTION COMPANY
SUMITOMO MITSUI
SUNSTEIN KANN MURPHY & TIMBERS LLP
SUNSTEIN LLP
SURDNA FOUNDATION
SVENSKA HANDELSBANKEN
SWBOCES
SWIFT PAN AMERICAS INC
SYAPSE
SYSKA HENNESSY GROUP
T.H.KING US LLC
TAPESTRY NETWORK
TARIFICA
TARLOW BREED
TEACHING STRATEGIES LLC
TEKDOC SOLUTIONS
TELECOM INSIGHT GROUP

TERRA HOLDINGS, LLC
THE ABERNATHY MACGREGOR GROUP
THE ALBANESE ORGANIZATION
THE ATLANTIC PHILANTHROPIES
THE BERNSTEIN COMPANIES
THE BLOC
THE COLLEGE BOARD
THE COMMUNITY BUILDERS INC
THE COMMUNITY PRESERVATION
CORPORATION
THE DE SHAW GROUP
THE DUPONT CIRCLE HOTEL
THE GALLOWS GROUP
THE GOTHAM HOTEL AMBASSADOR PASS
THE HARRY FOX AGENCY NMPA
THE INTERN GROUP
THE J COMPANIES LLC
THE MAGGIORE COMPANIES
THE NATIONAL SOCIETY OF LEADERSHIP AND
SUCCESS
THE NORMANDY HOTEL
THE RASKY BAERLEIN GROUP
THE ROGER SMITH HOTEL
THE TOWN SCHOOL
THE WALKER HOTEL
THE WEEK MAGAZINE
THE WHITE HOUSE HISTORICAL ASSOCIATION
THE WILLARD INTERCONTINENTAL HOTEL
THIELLS FIRE DEPARTMENT
TIME EQUITIES
TIME HOTEL
TIME OUT
TIMELESS FINE JEWELRY
TOKIO MARINE MANAGEMENT INC
TORY BURCH
TOTH & CO
TOUCHTUNES
TOWER RESEARCH CAPITAL
TPG ARCHITECTURE
TRADEWEB
TRANSLATION LLC
TRANSPERFECT
TRAXYS

TREMOR VIDEO INC
TRIBECA PEDIATRICS
TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY
TRINITY CHURCH
TROUTMAN SANDERS
TRUMP INTERNATIONAL HOTEL
TURNAROUND FOR CHILDREN
TWIN PEAKS INC (SENIOR MGMT)
TZELL TRAVEL GROUP 2019
U HOTEL FIFTH AVENUE
UHY ADVISORS NY INC
UIP PARK ROAD
UJA FEDERATION OF NEW YORK
ULTRAMAR
UNITED INCOME
UNITED STATES COAST GUARD
UNITEUS
UNITY BEHAVIORAL HEALTH
URJ
US COAST GUARD (ATC)
US MASTERS
USALLIANCE FEDERAL CREDIT UNION - BOSTON
VAN NESS FELDMAN
VANECK
VANGUARD DIRECT
VEDANTA BIOSCIENCES INC
VERA INSTITUTE OF JUSTICE
VINSON ELKINS
VIRGINIA & AMBINDER LLP
VITREOUS RETINA MACULA CONSULTANTS OF
NEW YORK
VODY LLC
VOLPE AND KOENIG
VORNADO
VOX MEDIA
VOYA
WACHTELL LIPTON ROSEN KATZ
WAFRA
WALDORF ASTORIA
WALKER & DUNLOP
WALKER HOTEL TRIBECA
WARNER MUSIC GROUP
WAYFAIR LLC PASSPORT

WDF CONSTRUCTION
WEIGHT WATCHERS
WEST SIDE FEDERATION FOR SENIOR &
WESTCHESTER JEWISH COMMUNITY SERVICES
WESTCHESTER PARK PEDIATRICS
WESTFIELD CAPITAL MANAGEMENT
WESTPAC INSTITUTIONAL BANK
WHITE & CASE (NY)
WHITMAN WALKER CLINIC
WHITTLE SCHOOL
WIEDENBACH-BROWN CO INC
WILK AUSLANDER LLP
WILLIAMS & CONNOLLY
WILLKIE FARR (ATTORNEY)
WILLKIE FARR (STAFF)
WINGED KEEL
WINK HOTEL
WINSTON & STRAWN-NY
WINTER WYMAN & COMPANY
WISDOMTREE ASSET MANAGEMENT INC
WOLF & COMPANY
WOLVERINE TRADING
WONDERSAUCE
WORKING SOLUTIONS NYC
WORKMAN PUBLISHING CO
WORLD BUSINESS LENDERS
WORLD EDUCATION SERVICES
WP CAREY
WPIX-TV
WUNDERKIND
WW NORTON CO
XAI
XILIO THERAPEUTICS (SPLIT)
YMCA OF THE USA
ZACHYS WINE & LIQUOR INC
ZAPPRX
ZETA GLOBAL
ZUCKERMAN SPAEDER - DC

SCHEDULE 1(f)

TOP 30 UNSECURED CREDITORS

100 DUFFY, LLC
110 BP PROPERTY LLC
200 PARK LP
575 LEX PROPERTY OWNER, LLC
ABC REALTY
ARE-MA REGION NO. 75, LLC
BABSON COLLEGE
CLEARBROOK CROSS LLC
CLUB INVESTORS GROUP, LP
CON EDISON
DC USA OPERATING CO., LLC
DOBBS FERRY SHOPPING LLC
GARTH ORGANIZATION
GEORGE COMFORT & SONS, INC.
IMPERIAL BAG & PAPER COMPANY, LLC
INLAND DIVERSIFIED REAL ESTATE SERVICES, L.L.C
LAFAYETTE-ASTOR ASSOCIATES LLC
LARSTRAND CORP.
NEW ROC PARCEL 1A, LLC
RELATED BROADWAY DEVELOPMENT, LLC
ROCK MCGRAW , INC.
SCF RC FUNDING IV LLC
SOF-IX BLUEBACK SQUARE HOLDINGS, L.P
STATION LANDING III LLC
T-C 501 BOYLSTON STREET LLC
TFG WINTER STREET PROPERTY, LLC
TOLLESON ONE, LLC
TREA 350 WASHINGTON STREET LLC
WMAP, LLC
YORKVILLE TOWERS ASSOCIATES

SCHEDULE 1(g)

DIRECTORS AND OFFICERS

Patrick Walsh
Martin Annese
Marcus B. Dunlop
Jeffery Crivello
Justin Lundberg
Jason M. Fish
Thomas J. Galligan III
Mandy Lam
L. Spencer Wells
Carolyn Spatafora
Stuart Steinberg
Nitin Ajmera
Phillip Juhan
Michael Fabrico
Market [??] Smith
Michael Poirer
Lisa DeBiasi
Anthony Messina
Matt Calchera

SCHEDULE 1(h)
EQUITY HOLDERS

Town Sports International Holdings, Inc.

SCHEDULE 1(i)

INSURANCE PROVIDERS & RELATED PARTIES

Sompo
Old Republic
Allied World Assurance Company
AIG
Beazley
National Casualty Company
Wesco Insurance Company (AmTrust)
National Casualty Company
AXIS Surplus Lines Insurance Company
XL Insurance America Inc.
Navigators Insurance Company
National Surety Corporation (Fireman's Fund) [Allianz]
Ohio Casualty Company (Liberty Mutual Insurance Company)
Liberty Mutual Insurance Company (Employers Insurance Company of Wasau)
Liberty Mutual Fire Insurance Company
MetLife
Unum
Vision Service Plan
Marsh USA, Inc.

SCHEDULE 1(i)

LENDERS

Abry
Apex Credit
CIFC
Cohanzick
Credit Suisse
Deutsche Bank
Ellington Management
HGVora
Invesco
JPMorgan
Kennedy Lewis
MAN Group (Silvermine)
River Capital
Tall Tree
Trimaran

SCHEDULE 1(k)

LENDERS' & EQUITY HOLDERS' ADVISORS

Gibson Dunn & Crutcher LLP
FTI Consulting, Inc.

SCHEDULE 1(I)

LANDLORDS

100 DUFFY, LLC
110 BP PROPERTY LLC
1231 THIRD FEE OWNERS LLC
135 Wells Avenue LLC
1400 RETAIL OWNER LLC
1601 BRONXDALE PROPERTY OWNER LLC
200 PARK LP
201 PARK
202 MAIN AVE ASSOCIATES
202 PARK
203 MAIN AVE ASSOCIATES
2251 WISCONSIN AVENUE, LLC
230 WEST 41ST ASSOCIATES, LLC
278 EIGHTH ASSOCIATES
28-30 AVENUE A, LLC
2856 ASTORIA LLC
30 BROAD STREET VENTURE LLC
353 EAST 76 ST, LLC
39-01 QB LLC
420 SOUTH RIVERSIDE LLC
429-441 86TH STREET LLC
575 LEX PROPERTY OWNER, LLC
61 WEST 62 OWNERS CORP
6827 WISCONSIN AVE. LLC AND JULIAN JOSEPHS, LLC
695 ATLANTIC AVENUE, LLC
75-76 THIRD AVENUE ASSSETS IV LLC
ABC REALTY
ABRAMS HOLDINGS LLC
ADVENTURES IN RECREATION, INC.
ALICO STATION LLC
ARE-MA REGION NO. 75, LLC
B. MANGREEN PROPERTIES, LLC
BABSON COLLEGE
BDG 99QB, LLC
BOS RETAIL 1, LLC
BOSTON PROPERTIES LIMITED PARTNERSHIP
BROADWAY-HAWTHORNE, LLC 2
BUTLER BOWL, INC

CAL-HARBOR II & III URBAN RENEWAL ASSOC.
CHAPMAN CONSULTING LLC
CHARLOTTE COUNTY WATERFRONT PROPERTIES
CHASE REALTY TRUST
CITY OF NEWTON
CLEARBROOK CROSS LLC
CLUB INVESTORS GROUP, LP
CORNEB BEEF & CABBAGE REALTY DEV CORP
COUNTRY VIEW COMMONS, LLC
COUNTY HOLDING CORP.
CRESSET LEXINGTON, LLC
CVS/PHARMACY, INC.
D&M KINGS REALTY, LLC
D&M RICHMOND REALTY, LLC
DAVIS SQUARE LLC
DC USA OPERATING CO., LLC
DOBBS FERRY SHOPPING LLC
DSRG, LP-VILLAGE CENTER AT ROSE
EBRA 70 PINE MASTER TENANT LLC
EL PASEO PROPERTY OWNER, LLC
FP 1211 CONNECTICUT AVENUE, LLC
GARTH ORGANIZATION
GEORGE COMFORT & SONS, INC.
GEORGETOWN SQUARE LIMITED PARTNERSHIP
GLENMORE ASSOCIATES
GP ASSOCIATES
GWL DIRECT 1 BULFINCH PLACE LLC
HEATHERWOOD TOWERS
HOWARD OWNERS INC.
HUSA MANAGEMENT CO, INC.
INLAND DIVERSIFIED REAL ESTATE SERVICES, L.L.C
IVT RIVER OAKS VALENCIA, L.L.C.
Jamestown Premier
JEFFERSON REALTY GROUP, LLC
JEMALS PHILLY LP
JOHN SACHS
JSP REALTY INVESTMENTS LLC
K&A REAL ESTATE LLC
KAUFMAN MANAGEMENT CO.
KRG BAYONNE URBAN RENEWAL, LLC
KRG FORT MYERS COLONIAL SQUARE, LLC
L&B CIP 625 MASS AVE, LLC
LAFAYETTE-ASTOR ASSOCIATES LLC

LAGS VENTURES, LLC
LANDMARK CENTER PARK DRIVE LLC
LANGSTON RETAIL LLC
LARCOM REALTY TRUST
LARSTRAND CORP.
LAUREL CENTER GROUP, LP
MADISON-LARCHMONT INC,
MAIN 38 REALTY INC.
MANDELBAUM AND MANDELBAUM
MGP XII SOUTH SHORE CENTER
MOWRY REALTY ASSOCIATES, LLC
OCEANSIDE BOWL L.P.
ONE GATEWAY CENTER PROPERTY OWNER LLC
ONNI BRAND LIMITED PARTNERSHIP
OXFORD BIT GALLERY PLACE PROPERTY OWNER, LLC
PARK ROYAL MANAGEMENT CORP
PARKROE REALTY, INC.
PRINCETON (EDENS), LLC
PUTNAM PLAZA OPERATING ACCOUNT
RADNOR PROPERTIES - 555 LA, LP
REDMONT REALTY COMPANY
REGENCY CENTERS, L.P.
RELATED BROADWAY DEVELOPMENT, LLC
RENAISSANCE DEVELOPMENT II
RIVERVIEW RETAIL, LLC
ROCK MCGRAW , INC.
ROSMAN CENTER, LLC
SARASOTA COMMONS, LTD
SCF RC FUNDING IV LLC
SDG RUSSELL RANCH ASSOCIATES LLC
SEROTA VALLEY STREAM, LLC
SHOPS AT CAPE CROSSING
SOF-IX BLUEBACK SQUARE HOLDINGS, L.P.
SOUTH END/BERKELEY LLC
SP 101 W15 LLC
SRI-WSA 210 14TH, LLC
STATION LANDING III LLC
STORE MASTER FUNDING VIII, LLC
STORE MASTER FUNDING XI, LLC
STYERTOWNE SHOPPING CENTER, LLC
SUPERIOR REALTY COMPANY INC
TANGER OUTLETS DEER PARK LLC
T-C 501 BOYLSTON STREET LLC

TFG WINTER STREET PROPERTY, LLC
THE RACQUET PLACE
THREE PARK AVENUE BUILDING CO., L.P.
TIME SQUARE JV, LLC
TORRANCE TOWNE CENTER ASSOCIATES, LLC
TREA 350 WASHINGTON STREET LLC
TRINITY HUDSON HOLDINGS, LLC
TWENTY SIX COURT ASSOCIATES, LLC
W & L ASSOCIATES
WAKEFIELD SPORTS LLC
WALKER, MALLOY & CO.
WASHINGTON-HUDSON ASSOCIATES
WESTBOROUGH CC, LLC
WESTCHESTER VILLAGE SQUARE, LLC
WESTFIELD TOPANGA OWNER LLC
WMAP, LLC.
YORKVILLE TOWERS ASSOCIATES

SCHEDULE 1(m)

LITIGATION PARTIES

110 BP Property LLC

117 SEVENTH AVENUE SOUTH PROPERTY CO., L.P.

200 PARK L.P.

278 EIGHTH ASSOCIATES

39-01 QB LLC

3F MANAGEMENT

6828 Wisconsin Avenue LLC

695 Atlantic Avenue Company, LLC

885 SECOND AVENUE LESSEE LLC

ADAM ADDESSO

ADELINDA BECHT

AGRIPINA TRILLO

Ale Moz

ALEKSEI TSELUIKO

Alexander Lerner

ALICE CHANG

Amber Barros

Ana Ruiz

ANDRE DAVIS

ANDREW SEECHARAN

Andrew Seecharan

ANGELA RINEHART

ANISHA BAIDYA

ANNE SANZERI-GALGANO

ANNETTE COPTI

ANNETTE PINEIRO

ANTHONY BOZYMOWSKI

ANTHONY DELUIGI

ANTHONY LEADER

ARLENE HEAPHY

ARNOLD GONZALEZ

Arnold Santiago

ARTSCROLL PRINTING ORP

ARYA TEHRANI

AURA ZAPATA

Avi Hadar

Avi Rubin

BARNETT SERCHUK
BARRY SCHULMAN
BENJAMIN LAVON
Beshah
BEVERLY MCELANEY
BONNIE MAY
Brittany Mays
CARDILLO (F/K/A DELVECCHIO), ET AL
Carly Pisarri
CARMEN OLIVENCE
CAROL AND VALON SEJDIJA
CAROL YARMOSH
CATHALIN LANGEVIN
Chaplin
Ciamara Corporation
CITY OF NEW YORK COMMISSION ON
CLARE CURTIN
Coble
Colonia Limited Partnership
COMMACK SHOPPING CENTER ASSOCIATES
COMMONWEALTH OF MASSACHUSETTS
CONNOR KILBANE
CORA DEUTCHMAN
D AND M KINGS REALTY, LLC
D AND M RICHMOND REALTY LLC
D'Agostino
Da Silva
DANIEL SANTIAGO
Dantes Medina
DAVID ACRES
DAVID BARTON
DAVID REIBMAN
DEBRA COHEN
DELORES MASTROPOLA
Department of Consumer Affairs (?? NYC??)
DERIK FAY
DESIREE TYERS
DIANE PERRY
Diaz
Disla
District of Columbia

DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS

Dobbs Ferry Shopping LLC

Donahue Schriber Realty Group LP

DONOVAN LIGHTBOURNE

Dorotheia Barnett

Dos Santos

EDWARD DECABOOTER

EFSTRATIOS VELONAKIS

ELIZABETH JIMENEZ

ELLIOT SCHWARTZ

ENRIQUE MARTINEZ

ERIC FISHMAN

EVE MICELI

FARREN'S STABLE LLC

Flatlands Shopping Center Associates

FRED ROSENBERG

GIOVANNA OLIVO

GWEN GOODMAN

HELEN KYRIANNIS

Heloisa R. Guimaraes

INNOCENT IYERE

ISRAEL SCHILLER

IVAS DISTRIBUTORS, INC.

IVAS FACILITIES SERVICES, LLC

JACKIE WEIN

JAMES BAGLEY

JAMES GROVES, JR.

JAMES KOLE

JAMES KOUKOULAS

JAMES SILVERBERG

James Todd Grubbs

JANET DONAT

JAQUELINE MAHONEY

JASON HOLZBERG

JEFFREY DAVILA

JOAN RYAN

Joevani Cruz

John Ruiz

JOSEP AND ROSEMARIE LUPO

JOSEPH CHAVES

JOSHUA BLIMES

JOSHUA TOWE

Julian Josephs

JULIO ELLIS

Karen Eisenberg

KATHLEEN HICKS

Kaycee Farland

KEITH REID

Kelsey Cooper

KEN SPITZ

KENSINGTON INVESTMENT COMPANY INC.

Kensington Newbury Street LLC

Kevin McCarron

KEVIN MCCARRON ET AL.

KIRA GEIGER

KRISTEN HORN

Kristin Horn

LANDMARK CENTER PARK DRIVE LLC

LARRY STEPANSKY

Larry Turner

LINDA SANNICANDRO

LINK INTERNATIONAL, CORP.

LIZA WINICK

LUISA SANTOS

MARGARET MARTIRE

MARK RUBIN

Mary Namorato

MASSACHUSETTS COMMISSION AGAINST

Matatov

MATTHEW SMITH

MAUREEN MCCAFFERTY

MICHAEL BERNSTEIN

MICHAEL CORNEY

MICHAELA SEPE

MICHELL AND JOHN BALSAMO

Mykola Kolomiichuk

NAGEL-LAVIN, INC.

Nancy Radford

NARSHA RIVERA

NATALIE CEFARATTI

NEW YORK CITY COMMISSION ON HUMAN RIGHTS

NEW YORK STATE DIVISION OF HUMAN RIGHTS

NIGEL SAMUELS AND TEASHA VON SAMUELS
NOAH MORRIS
NORTON NARINS AND JOYCE NARINS
NYC DEPARTMENT OF CONSUMER AFFAIRS
NYC DEPT. OF CONSUMER AFFAIRS

OFFICE OF THE ATTORNEY GENERAL FOR THE DISTRICT OF COLUMBIA
OLIVER STARK
Pacific Link International, Corp.
Parker
Paul Profeta
Ramond Moreno-Cuevas
RAMONE MORENO-CUEVAS
Rebecca Jackson
Recovery Office Services 2, LLC
REVIT AND RUBI SHARABI
RICH PRIVITERA
Richard Chusid
RICHARD DOUGLAS
RICHARD GEARHART
RICHARD LANE
RICHARD SIMNOR
Rivertown Square Regency LLC
RIVERTOWNS SQUARE REGENCY LLC
Riverview Retail LLC
ROBERT BRYANT
ROBERT RICE
ROBYN RIFKIN
Rodriguez
Rosalyn Hanson
ROSARIO LAMBIASE
ROSEMARY SAWYER
ROSS PROCUREMENT INC.
RP BUILDERS GROUP
RUSLAN NAYMON
RYAN KULESA
SADIE THOMAS
SAMIA SAMADI
Sandra Clarke
SANPOU
SCOTT BURGOS

SEAN DALTON
SETH BENKEL
SHAKIR FARSAKH
SHANEIKA HARDY
SILVANA DESIMONE
SIMON AND DAVID PRYCE
SKYLER BOSS
SOPHIA KRAFT
STARWOOD RETAIL PARTNERS
STARWOOD RETAIL PROPERTY MANAGEMENT LLC
STATE OF CONNECTICUT
STATE OF NEW JERSEY DEPARTMENT OF LABOR
STATION LANDING III, LLC
STEPHANIE LOUIS
Superb Score LLC
Superior Realty Co., Inc.
SUSAN CONFREY
SUSAN GIOFFRE
SUSAN REITAN
Tanger Outlets Deer Park LLC
TATYANA KIRICHENKO
TGF WINTER STREET PROPERTY, LLC
THE CIAMARA CORP.
THE GUARANTY COMPANY OF NORTH AMERICA
The Home of the Project Network & Company Ltd.
Thomas Morris
TIAN
TIMOTHY CARLSON
TPN INTERNATIONAL
TYLINNA OGLETREE
V & M AUDIO VISUAL LLC
VITO AND POWER FITNESS HOBOKEN
VLADIMIR CUPICON
XIN QU
Zdrakas

SCHEDULE 1(n)

UNITED STATES BANKRUPTCY JUDGES IN THE DISTRICT OF DELAWARE

John T. Dorsey
Kevin Gross
Karen B. Owens
Brendan L. Shannon
Laurie Selber Silverstein
Christopher S. Sontchi
Mary F. Walrath

SCHEDULE 1(o)

OFFICE OF THE UNITED STATES TRUSTEE

Lauren Attix
David Buchbinder
Linda Casey
Holly Dice
Shakima L. Dortch
Timothy J. Fox, Jr.
Diane Giordano
Christine Green
Benjamin Hackman
Jeffrey Heck
Jane Leamy
Hannah M. McCollum
James R. O'Malley
Michael Panacio
Linda Richenderfer
Juliet Sarkessian
Richard Schepacarter
Edith A. Serrano
Karen Starr
T. Patrick Tinker
Andrew Vara
Ramona Vinson
Michael West
Dion Wyn

EXHIBIT C

Retention Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2021. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. **Confidentiality.**

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs



(including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Robert A. Hopen

If to Client:

Town Sports International LLC
399 Executive Boulevard
Elmsford, New York 10523
Attn: Nitin Ajmera

With a copy to:

Stuart M. Steinberg, Esq.
2 Rodeo Drive
Edgewood, New York 11717

11.11 Invoices sent to Client should be delivered to the following address:

Town Sports International LLC
399 Executive Boulevard
Elmsford, New York 10523
Attn: Nitin Ajmera
Email: Nitin.Ajmera@tsiclubs.com

11.12 The "Effective Date" of this Agreement is August 31, 2020.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in black ink, appearing to read 'Robert A. Hopen', written over a horizontal line.

Name: Robert A. Hopen
Title: President

CLIENT

A handwritten signature in black ink, appearing to read 'Stuart M. Steinberg', written over a horizontal line.

By: _____
Name: Stuart M. Steinberg
Title: General Counsel



SERVICES SCHEDULE

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any out-of-court restructuring or chapter 11, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

NOTICING

- Prepare and serve required notices, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;



- Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.
- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"), including (as needed):
- Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.



- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.
- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$25.00 – \$45.00
IT / Programming	\$65.00 – \$85.00
Case Managers	\$70.00 – \$165.00
Consultants/ Directors/Vice Presidents	\$160.00 – \$190.00
Solicitation Consultant	\$190.00
Executive Vice President, Solicitation	\$215.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIABLES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Escrow Services	Competitive interest rates
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request