

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

In re:

American Eagle Delaware Holding Company
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-____ (____)

(Joint Administration Pending)

**APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE
RETENTION AND APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC
AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE *NUNC
PRO TUNC* TO THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (the “**Debtors**”) hereby apply (the “**Application**”), pursuant to section 156(c) of title 28 of the United States Code (the “**Judicial Code**”), 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**”), and the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the “**Claims Agent Protocol**”), for entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as claims and noticing agent (the “**Claims and Noticing Agent**”) in the Debtors’ chapter 11 cases effective *nunc pro tunc* to the Petition Date (as defined

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: American Eagle Delaware Holding Company LLC (4248), American Eagle Palmer Park LLC (d/b/a Lark Springs) (5908), American Eagle Tuskawilla LLC (d/b/a Palmetto Landing) (9489), American Eagle Leesburg AL LLC (d/b/a Vista Lake) (6258), American Eagle Brandon LLC (d/b/a Aldea Green) (6168), American Eagle Leesburg MC LLC (d/b/a Vista Lake) (7577), American Eagle Venice Island LLC (d/b/a Maris Pointe) (1695), American Eagle Titusville LLC (d/b/a Crescent Wood) (7210), American Eagle Island Lake LLC (d/b/a Cascade Heights) (1975), American Eagle Eau Gallie LLC (d/b/a Greenwood Place) (1483), American Eagle Owatonna AL LLC (d/b/a Timberdale Trace) (0555), American Eagle Hanceville LLC (d/b/a Monarch Place) (8173), American Eagle Ravenna LLC (d/b/a Vista Veranda) (9216), American Eagle Newark LLC (d/b/a Hearth Brook) (7125), American Eagle Kingston LLC (d/b/a Sycamore Springs) (4882), American Eagle Hendersonville LLC (d/b/a Red Cedar Glen) (3669), and American Eagle Pleasant Prairie LLC (d/b/a Robin Way) (9483). The Debtors’ mailing address is American Eagle Delaware Holding Company LLC, c/o American Eagle Lifecare Corporation, 3819 Hawk Crest Rd., Ann Arbor, MI 48103.

below). In support of the Application, the Debtors submit the *Declaration of Sophie Frodsham in Support of Application of Debtors for Entry of Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of Petition Date* (the “**Frodsham Declaration**”), attached hereto as Exhibit B and incorporated herein by reference. In further support of the Application, the Debtors respectfully represent:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion under 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 under 28 U.S.C. § 157(b). In accordance with Local Rule 9013-1(f), the Debtors consent to entry of a final order if it is determined that the Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 156(c), Local Rule 2002-1(f), and the Claims Agent Protocol.

BACKGROUND

3. On the date hereof (the “**Petition Date**”), each of the Debtors filed a voluntary petition in this Court commencing a case for relief under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Todd Topliff, President of Debtors, in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”) and fully incorporated herein by reference.

4. Concurrently with the filing of this Application, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors continue to manage and operate their business as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been requested in the Chapter 11 Cases and no committees have yet been appointed.

RELIEF REQUESTED

5. By this Section 156(c) Application, the Debtors seek entry of the Order appointing Epiq 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 the Debtors' Chapter 11 Cases effective as of the Petition Date. The terms of Epiq's proposed retention are set forth in that certain Standard Services Agreement between Epiq and the Debtors, dated as of July 11, 2021 (the "**Engagement Agreement**"),² a copy of which is attached hereto as Exhibit C. Notwithstanding the terms of the Engagement Agreement, the Debtors are seeking to retain Epiq solely on the terms set forth in this Section 156(c) Application and the Order.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 2000 entities to be noticed. Local Rule 2002-1(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter." In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the

² Epiq has agreed to provide claims and noticing services to the Debtors at the rates stated on the pricing schedule attached to the Engagement Agreement. Epiq may provide such services at the same rates to counsel for any official committee appointed in these chapter 11 cases, and any other party in interest upon request.

appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtors' estates and their creditors.

7. 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

8. 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 a number of recent cases filed in this District.³

9. 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 Office of the Clerk of the Bankruptcy Court (the "**Clerk**") of the administrative burden of processing what may be an overwhelming number of claims. The Debtors believe that the appointment of Epiq as the Claims

³ See, e.g., *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *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 The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

and Noticing Agent will thus serve to maximize the value of the Debtors' estates for all stakeholders.

SCOPE OF SERVICES PROVIDED

10. This Application pertains only to the work 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 Engagement Letter but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Application or by any order granting approval hereof. 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) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (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 statement of financial affairs (collectively, the "**Schedules**"), 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;
- (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 or 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 which 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) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to Epiq's offices, not less than weekly;
- (n) 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);
- (o) 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;

- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) 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;
- (r) Assist the Debtors in complying with any orders entered by the Court with respect to the confidentiality of resident information;
- (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 them 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 the case;
- (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 seven (7) days of notice to Epiq of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of 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, 14700 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.

11. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

PROFESSIONAL COMPENSATION

12. 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 Engagement 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.

13. 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 Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), counsel for the Debtors, counsel for the Bond Trustee and Master Trustee, 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 Engagement 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.

14. Before the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000.00. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00 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.

15. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Order. The Debtors believe that such an indemnification obligation is customary,

reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

EPIQ'S DISINTERESTEDNESS

16. 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 Frodsham Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estate 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 Frodsham 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 to be 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. In view of the foregoing, the Debtors believe that Epiq is a "disinterested person" within the meaning of Bankruptcy Code section 101(14).

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

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

18. This Application complies with the Claims Agent Protocol and substantially conforms to the standard Section 156(c) Application in use in this Court. In accordance with the Claims Agent Protocol, prior to the selection of Epiq as the Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from four court-approved Claims and Noticing Agents, including Epiq, to ensure selection through a competitive process. The Debtors submit, based on all engagement proposals obtained and reviewed, that Epiq's rates, as set forth in the Engagement Letter, are competitive and reasonable given its quality of services and expertise.

19. Based on the foregoing, the Debtors submit that they have satisfied the requirements of 28 U.S.C. § 156(c), the Local Rules and the Claims Agent Protocol. Accordingly, the Debtors respectfully request entry of the Proposed Order pursuant to 28 U.S.C. § 156(c), Local

Rule 2002-1(f) and the Claims Agent Protocol authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date.

BASIS FOR RELIEF REQUESTED

20. This Application is made pursuant to Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Claims Agent Protocol for an Order appointing Epiq as the Claims and Noticing Agent in order 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.

21. Judicial Code section 156, in relevant part, provides:

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. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

22. Bankruptcy Code section 105, in relevant part, provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

23. Local Rule 2002-1(f) provides:

Upon motion of the debtor 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). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The

notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the Claims and Noticing Services.

24. In accordance with the Claims Agent Protocol, prior to the selection of Epiq, the Debtors reviewed and compared engagement proposals from two other court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given its quality of services and expertise. The terms of Epiq's retention are set forth in the Engagement Agreement; provided, however, that by this Application the Debtors are seeking approval solely of the terms and provisions as set forth in this Application and the Order attached hereto as Exhibit A.

25. In view of the number of anticipated claimants and the complexity of the Debtors' business, the Debtors submit that the appointment of Epiq as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates and creditors because the Debtors will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts described above.

RELIEF AS OF PETITION DATE IS APPROPRIATE

26. 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. The Debtors believe that no party in interest will be prejudiced by the granting of 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' estate during the interim period.

27. Accordingly, the Debtors respectfully requests entry of the Order authorizing the Debtor to retain and employ Epiq as Claims and Noticing Agent effective as of the Petition Date.

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

28. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

NOTICE

29. Notice of this Motion has been or will be provided to: (a) the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to the Bond Trustee and Master Trustee; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; (f) the Office of the United States Attorney for the District of Delaware; (g) the United States Centers for Medicare & Medicaid Services; and (h) all parties entitled to notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

NO PRIOR REQUEST

30. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed order substantially in the form attached hereto as Exhibit A granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: January 14, 2022

/s/ Todd Topliff

Todd Topliff

President

**American Eagle Delaware Holding Company
LLC, *et al.***

EXHIBIT A

Proposed Order

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

In re:

American Eagle Delaware Holding Company
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-____ (____)

(Jointly Administered)

Re: Docket No.

**ORDER (I) APPROVING THE RETENTION OF EPIQ CORPORATE
RESTRUCTURING, LLC AS THE CLAIMS AND NOTICING AGENT TO THE
DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE,
AND (II) GRANTING RELATED RELIEF**

Upon the application (the “**Section 156(c) Application**”)² of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order (this “**Order**”) approving the retention and appointment of Epiq Corporate Restructuring, LLC (“**Epiq**”) as the Claims and Noticing Agent for the Debtors in the Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date, under Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Court’s Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise

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

administer the proofs of claim filed in the Debtors' cases, (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 (d) granting related relief, all as more fully set forth in the Section 156(c) Application; and upon the First Day Declaration; and upon the Frodsham Declaration; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and this Court being satisfied that Epiq has the capability and experience to provide such services and that Epiq does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and this Court having jurisdiction over this matter pursuant to Judicial Code sections 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to Judicial Code section 157(b)(2), and that the Debtors consent to the entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Section 156(c) Application in this district is proper pursuant to Judicial Code sections 1408 and 1409; and this Court having found that the relief requested in the Section 156(c) Application is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Section 156(c) Application and opportunity for a hearing on the Section 156(c) Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Section 156(c) Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Section 156(c) Application and at the Hearing

establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; 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 Engagement Agreement attached as Exhibit C to the Section 156(c) Application, the Section 156(c) Application is approved 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 Engagement Agreement.
3. The Debtors are authorized to retain and employ Epiq as Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date, under the terms of the Engagement Agreement, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and all related tasks, all as described in the Section 156(c) Application (the “**Claims and Noticing Services**”).
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 the Chapter 11 Cases and is authorized and directed to maintain the Claims Registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the 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 the specific duties set forth in paragraph 10 of the Section 156(c) Application which have been authorized pursuant to 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 for the Claims and Noticing Services in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed 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.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices via electronic mail on the Debtors, counsel for the U.S. Trustee, counsel for the Debtors, counsel for the Bond Trustee and Master Trustee, 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 which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtors' estates.

12. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00, and thereafter, Epiq may hold its retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of

Epiq's final invoice for services rendered and expenses incurred under the Engagement Agreement.

13. The Debtors shall indemnify Epiq under the terms of the Engagement Agreement, subject to the following modifications:

- a. Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement 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 the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, 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 Engagement 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 this chapter 11 case, 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 Engagement 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 the 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, Section 8 of the Engagement Agreement regarding limitation of liability shall be given no effect during the Chapter 11 Cases.

15. Referencing paragraph 3.2 of the Engagement Agreement, any increases to the prices and rates contained in the Pricing Schedule shall be filed with the Court within five (5) business days of their effectiveness. Additionally, any prior notice regarding such annual increases exceeding 10% (described in paragraph 3.2 of the Engagement Agreement) shall be filed with the Court within five (5) business days of the notice being sent to the Debtors.

16. 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,

17. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order during the pendency of the Chapter 11 Cases.

18. 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.

19. Epiq shall not cease providing Claims and Noticing Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

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

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

22. After entry of an order terminating Epiq's services as the Claims and Noticing Agent, upon the closing of the Chapter 11 Cases, or for any other reason, Epiq shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

23. In the event that any of the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to the case or cases shall be under no obligation to continue to retain Epiq for any purpose.

24. Notice of the 156(c) Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

31. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

Dated: _____, 2022
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Frodsham Declaration

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

In re:

American Eagle Delaware Holding Company
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-____ (____)

(Joint Administration Pending)

**DECLARATION OF SOPHIE FRODSHAM IN SUPPORT OF DEBTORS’
APPLICATION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND
APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS THE CLAIMS
AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO
THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

I, Sophie Frodsham, 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 (this “**Declaration**”) in support of the *Application of the Debtors for Entry of Order (I) Appointing the Retention and Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors, Effective Nunc Pro Tunc to the Petition Date, and (II)*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: American Eagle Delaware Holding Company LLC (4248), American Eagle Palmer Park LLC (d/b/a Lark Springs) (5908), American Eagle Tuskawilla LLC (d/b/a Palmetto Landing) (9489), American Eagle Leesburg AL LLC (d/b/a Vista Lake) (6258), American Eagle Brandon LLC (d/b/a Aldea Green) (6168), American Eagle Leesburg MC LLC (d/b/a Vista Lake) (7577), American Eagle Venice Island LLC (d/b/a Maris Pointe) (1695), American Eagle Titusville LLC (d/b/a Crescent Wood) (7210), American Eagle Island Lake LLC (d/b/a Cascade Heights) (1975), American Eagle Eau Gallie LLC (d/b/a Greenwood Place) (1483), American Eagle Owatonna AL LLC (d/b/a Timberdale Trace) (0555), American Eagle Hanceville LLC (d/b/a Monarch Place) (8173), American Eagle Ravenna LLC (d/b/a Vista Veranda) (9216), American Eagle Newark LLC (d/b/a Hearth Brook) (7125), American Eagle Kingston LLC (d/b/a Sycamore Springs) (4882), American Eagle Hendersonville LLC (d/b/a Red Cedar Glen) (3669), and American Eagle Pleasant Prairie LLC (d/b/a Robin Way) (9483). The Debtors’ mailing address is American Eagle Delaware Holding Company LLC, c/o American Eagle Lifecare Corporation, 3819 Hawk Crest Rd., Ann Arbor, MI 48103.

Granting Related Relief (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.

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 the following recent cases filed in this District: *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *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

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

10, 2019); *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

3. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “**Clerk**”), the services specified in the Application and the Engagement 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 Engagement 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 Engagement 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 includes a detailed listing of services and expenses. Epiq has received a \$25,000.00 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 \$25,000.00 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.

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 to be 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. To the extent that Epiq’s conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq within the past three years, these parties have been identified on a list annexed hereto as Schedule 2 (the “**Client Match List**”). However, given Epiq’s neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts.

Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Debtors and these chapter 11 cases.

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 materially adverse connection to the Debtors, its 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. (“**OPE**”, 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 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 (collectively, the “**Barrier**”): (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with 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 this 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, this Chapter 11 Cases. If Epiq's proposed retention is approved by this 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 materially adverse to the Debtors' estate with respect to any matter upon which Epiq is to be engaged.

12. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and Epiq will comply with them, subject to the Orders of this Court.

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

Dated: January 14, 2022
Portland, Oregon

/s/ Sophie Frodsham
Sophie Frodsham
Consulting Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

PARTIES IN INTEREST

DEBTORS

AMERICAN EAGLE BRANDON LLC
AMERICAN EAGLE DELAWARE HOLDING
COMPANY LLC
AMERICAN EAGLE EAU GALLIE LLC
AMERICAN EAGLE HANCEVILLE LLC
AMERICAN EAGLE HENDERSONVILLE LLC
AMERICAN EAGLE ISLAND LAKE LLC
AMERICAN EAGLE KINGSTON LLC
AMERICAN EAGLE LEESBURG AL LLC
AMERICAN EAGLE LEESBURG MC LLC
AMERICAN EAGLE NEWARK LLC
AMERICAN EAGLE OWATONNA AL LLC
AMERICAN EAGLE PALMER PARK LLC
AMERICAN EAGLE PLEASANT PRAIRIE LLC
AMERICAN EAGLE RAVENNA LLC
AMERICAN EAGLE TITUSVILLE LLC
AMERICAN EAGLE TUSKAWILLA LLC
AMERICAN EAGLE VENICE ISLAND LLC

NON-DEBTOR AFFILIATES

SENIOR HOUSING ASSET RESOURCES LLC
AMERICAN EAGLE LIFECARE CORPORATION

**BANKRUPTCY JUDGES FOR THE DISTRICT
OF DELAWARE**

CHIEF JUDGE LAURIE SELBER SILVERSTEIN
JUDGE ASHELY M. CHAN
JUDGE BRENDAN L. SHANNON
JUDGE CHRISTOPHER S. SONTCHI
JUDGE CRAIG T. GOLDBLATT
JUDGE J. KATE STICKLES
JUDGE JOHN T. DORSEY
JUDGE KAREN B. OWENS
JUDGE MARY F. WALRATH

**OFFICE OF THE UNITED STATES TRUSTEE,
REGION 3, DISTRICT OF DELAWARE**

T. PATRICK TINKER
LAUREN ATTIX
DAVID BUCHBINDER
LINDA CASEY
DENIS COOKE
JOSEPH CUDIA
HOLLY DICE
SHAKIMA L. DORTCH
TIMOTHY J. FOX, JR.
DIANE GIORDANO
CHRISTINE GREEN
BENJAMIN HACKMAN

RAMONA HARRIS
NYANQUOI JONES
JANE LEAMY
HANNAH M. MCCOLLUM
JOSEPH MCMAHON
ANGELIQUE OKITA
JAMES R. O'MALLEY
MICHAEL PANACIO
LINDA RICHENDERFER
JULIET SARKESSIAN
RICHARD SCHEPACARTER
EDITH A. SERRANO
ROSA SIERRA
KAREN STARR
DION WYNN

DIRECTORS & OFFICERS

TODD TOPLIFF

PROFESSIONALS

EPIQ CORPORATE RESTRUCTURING, LLC
FTI CONSULTING, INC.
POLSINELLI PC
FOLEY & LARDNER LLP
BLUEPRINT HEALTHCARE REAL ESTATE
ADVISORS
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND
POPEO PC
RBC CAPITAL MARKETS

BANKS

BANK UNITED
FIRST MIDWEST BANK
UMB BANK, N.A. (AS TRUSTEE)

CONSENTING BONDHOLDERS

SILVERCREST ASSET MANAGEMENT GROUP
LLC
GOLDMAN SACHS ASSET MANAGEMENT
GSAM HIGH YIELD MUNICIPAL FUND
GSAM DYNAMIC MUNICIPAL INCOME FUND
RUSSELL TAX EXEMPT HIGH YIELD BOND
FUND
GOLDMAN SACHS MUNICIPAL COMPLETION
FUND
AMERICAN EQUITY INVESTMENT LIFE
INSURANCE COMPANY

CREWS & ASSOCIATES, INC.

TAXING/REGULATORY AUTHORITIES

DELAWARE STATE TREASURY
 SECRETARY OF STATE DIVISION OF
 CORPORATIONS FRANCHISE TAX
 SECURITIES & EXCHANGE COMMISSION
 U.S. ENVIRONMENTAL PROTECTION AGENCY
 CENTERS FOR DISEASE CONT. &
 PREVENTION
 EPA - REGION 1
 EPA - REGION 10
 EPA - REGION 2
 EPA - REGION 3
 EPA - REGION 4
 EPA - REGION 5
 EPA - REGION 6
 EPA - REGION 7
 EPA - REGION 8
 EPA - REGION 9
 PENSION BENEFIT GUARANTY CORP
 U.S. DEPARTMENT OF JUSTICE
 U.S. DEPT HEALTH & HUMAN SERVICES
 U.S. DEPT OF STATE
 UNITED STATES TREASURY
 STATE OF ALABAMA ATTORNEY GENERAL
 STATE OF COLORADO ATTORNEY GENERAL
 STATE OF DELAWARE ATTORNEY GENERAL
 STATE OF FLORIDA ATTORNEY GENERAL
 STATE OF MINNESOTA ATTORNEY GENERAL
 STATE OF OHIO ATTORNEY GENERAL
 STATE OF TENNESSEE ATTORNEY GENERAL
 STATE OF TEXAS ATTORNEY GENERAL
 STATE OF WISCONSIN ATTORNEY GENERAL
 ALABAMA DEPARTMENT OF LABOR
 COLORADO DEPT OF LABOR AND
 EMPLOYMENT
 DELAWARE DEPARTMENT OF LABOR
 FLORIDA DEPT OF LABOR
 MINNESOTA DEPT OF LABOR AND INDUSTRY
 OHIO BUREAU OF EMPLOYMENT SERVICES
 TENNESSEE DEPT OF LABOR AND
 WORKFORCE DEVELOPMENT
 TEXAS WORKFORCE COMMISSION
 U.S. DEPT OF LABOR
 WISCONSIN DEPT OF WORKFORCE
 DEVELOPMENT
 AL. DEPT OF ENVIRONMENTAL
 MANAGEMENT
 ALABAMA DEPT OF CONSERVATION &
 NATURAL RESOURCES
 DELAWARE DEPT OF NATURAL RESOURCES
 FLORIDA DEPT OF ENVIRONMENTAL
 FLORIDA DEPT OF HEALTH
 MINNESOTA DEPT OF NATURAL RESOURCES
 MINNESOTA POLLUTION CONTROL AGENCY

OHIO DEPT OF NATURAL RESOURCES
 OHIO ENVIRONMENTAL PROTECTION
 AGENCY
 TENNESSEE DEPT OF ENVIRONMENT &
 CONSERVATION
 TEXAS COMMISSION ON ENVIRONMENTAL
 QUALITY
 WISCONSIN DEPT OF NATURAL RESOURCES
 ALABAMA DEPT OF PUBLIC HEALTH
 COLORADO DEPT OF HEALTH &
 ENVIRONMENT
 ALABAMA MEDICAID
 DELAWARE HEALTH AND SOCIAL SERVICES
 DIVISION OF TENNESSEE CARE TENNCARE
 MEDICAID
 FLORIDA AGENCY FOR HEALTH CARE
 ADMIN
 OHIO DEPARTMENT OF MEDICAID
 TEXAS DEPARTMENT OF STATE HEALTH
 SRVC
 TEXAS DEPT OF STATE HEALTH SERVICES
 TEXAS HEALTH AND HUMAN SERVICES
 WISCONSIN DEPARTMENT OF HEALTH
 SERVICES
 MINNESOTA DEPARTMENT OF HEALTH
 TENNESSEE DEPARTMENT OF HEALTH
 OFFICE OF SEC. OF STATE OF ALABAMA
 OFFICE OF SEC. OF STATE OF COLORADO
 OFFICE OF SEC. OF STATE OF DELAWARE
 OFFICE OF SEC. OF STATE OF FLORIDA
 OFFICE OF SEC. OF STATE OF MINNESOTA
 OFFICE OF SEC. OF STATE OF OHIO
 OFFICE OF SEC. OF STATE OF TENNESSEE
 OFFICE OF SEC. OF STATE OF TEXAS
 OFFICE OF SEC. OF STATE OF WISCONSIN
 ALABAMA STATE TREASURY
 COLORADO STATE TREASURY
 DELAWARE DEPARTMENT OF FINANCE
 FLORIDA STATE TREASURY
 MINNESOTA DEPARTMENT OF COMMERCE
 OHIO DEPARTMENT OF COMMERCE
 STATE OF TENNESSEE UNCLAIMED
 PROPERTY DIVISION
 WISCONSIN OFFICE OF THE STATE
 TREASURER
 TEXAS COMPTROLLER OF PUBLIC
 ACCOUNTS
 ALABAMA DEPT OF REVENUE
 COLORADO DEPT OF REVENUE
 DELAWARE DIVISION OF REVENUE
 INTERNAL REVENUE SERVICE
 MINNESOTA DEPT OF REVENUE
 OHIO DEPT OF TAXATION
 TENNESSEE DEPT OF REVENUE
 WISCONSIN DEPT OF REVENUE
 FLORIDA DEPT OF REVENUE

UTILITIES/SERVICE PROVIDERS

ADVANCED DISPOSAL
ALLSTREAM
AMERICAN ELECTRIC POWER
AT&T
AUREON COMMUNICATIONS
CITY OF LEESBURG, FL
CITY OF LONGWOOD, FL
CITY OF MELBOURNE, FL
CITY OF RAVENNA, OH
CITY OF TITUSVILLE, FL
CITY OF VENICE, FL
COLORADO SPRINGS UTILITIES
COMCAST
CULLMAN ELECTRIC COOPERATIVE
CULLMAN-JEFFERSON COUNTIES GAS
DISTRICT
DOMINION ENERGY OHIO
DUKE ENERGY
EARTH SAVERS
EXCLAIMER LTD.
FERRELLGAS
FLORIDA CITY GAS
FLORIDA POWER & LIGHT COMPANY (FPL)
GAS SOUTH
GRANITE TELECOMMUNICATIONS
GREEN FOR LIFE ENVIRONMENTAL
HENDERSONVILLE UTILITY DISTRICT
KINGSTON WATER DEPARTMENT, TN
MIX NETWORKS INC.
NASHVILLE ELECTRIC SERVICE
NEWARK WATER OFFICE
OHIO EDISON
OWATONNA PUBLIC UTILITIES
PIEDMONT NATURAL GAS
PLEASANT PRAIRIE UTILITIES
REPUBLIC SERVICES
ROCKWOOD ELECTRIC UTILITY
SEMINOLE COUNTY, FL
SENIOR LIVING COMMUNICATIONS, LLC
SHRED-IT USA
SKJEVELAND ENTERPRISES
SPECTRUM
SPECTRUM BUSINESS
TECO TAMPA ELECTRIC COMPANY
TECO: PEOPLES GAS
THE ENERGY COOPERATIVE
UTILITIES INC OF FLORIDA
W&S BOARD OF THE CITY OF HANCEVILLE
WASTE MANAGEMENT
WASTE MANAGEMENT INC. OF FLORIDA
WASTE MANAGEMENT OF OHIO, INC
WASTE MANAGEMENT OF TENN-KNOXVILLE
WASTE PRO
WE ENERGIES/WISCONSIN ELECTRIC/GAS

WINDSTREAM
WM CORPORATE SERVICES AS PAYMENT
AGENT

INSURANCE PROVIDERS

ACCIDENT FUND INSURANCE COMPANY OF
AMERICA
FIRST INSURANCE FUNDING CORPORATION
PROPEL INSURANCE
PHILADELPHIA INSURANCE COMPANIES
NATIONAL FIRE & MARINE INSURANCE
COMPANY
LLOYDS OF LONDON
XL INSURANCE AMERICA, INC.
WRIGHT NATIONAL FLOOD INSURANCE
COMPANY
NATIONWIDE INSURANCE COMPANY OF
AMERICA
AMCO
INSURANCE COMPANY

EMPLOYEE BENEFIT ADMINISTRATORS

AETNA INC.
ALLSTATE BENEFITS
AVESIS, A GUARDIAN COMPANY
CAPITAL GROUP
DELTA DENTAL
EMPLOYEE & FAMILY RESOURCES (EFR)
OASIS, A PAYCHECK COMPANY
UNUM GROUP
WEX, INC.

THIRD PARTY CONTRACTORS

COASTALCARE
SILVER SPHERE
RIGHT AT HOME OF LONGWOOD
CSI NURSE WORLD INC.
SUMMIT SOLUTIONS
SISTER 2 SISTER HOME CARE, LLC
AF-102 AMADA SENIOR CARE COLORADO
GENTLE SHEPHERD HOME CARE, LLC
ISLAND MEDICAL STAFFING
ISLAND NURSE STAFFING LLC
SPRING HILLS HOME CARE SERVICES OF
FLORIDA CONCIERGE CARE STAFFING
LLC
MAXIM HEALTHCARE STAFFING SERVICES,
INC.
RTG MEDICAL
ANNLEO, INC.
STAFF AMERICA

GALE HEALTHCARE SOLUTIONS-TAMPA,
LLC
SUPERIOR MEDICAL STAFFING
ONDECARE
AMERICAN MEDICAL PERSONNEL
ALL AMERICAN HEALTHCARE SERVICES
BRIGHTSTAR CARE OF HUDSON SOLON

LITIGATION PARTIES

BROOKDALE SENIOR LIVING, INC
BROOKDALE SENIOR LIVING COMMUNITIES,
INC.
BREA COLORADO SPRINGS LLC
BLC VICTORIAN MANOR LLC
AHC SOUTHLAND-MELBOURNE LLC
BLC SAND POINT LLC EMERITUS
CORPORATION
BLC PENNINGTON PLACE LLC
BLC WELLINGTON-KINGSTON LLC
BROOKDALE CASTLE HILLS LLC

CONTRACT COUNTERPARTIES

A PLACE FOR MOM
ACF STANDBY SYSTEMS, LLC
ADAM'S PEST CONTROL INC.
ADS SECURITY, L.P.
ADVANCED CLEANING AND RESTORATON,
LLC
ADVANCED DISPOSAL SERVICES SOLID
WASTE MIDWEST, LLC
AFFORDABLE HOME CARE LLC (DBA
SUMMIT HOME CARE)
ALDEA GREEN
ALSCO INC.
ALWAYS GROWING SERVICES, INC.
AQUA PLUMBING & AIR SERVICES, INC.
ARBOR MEDICAL STAFFING
ASHBERRY WATER, INC.
ASSISTED DINING SOLUTIONS, LLC
ASSISTED LIVING FINDERS, LLC (DBA
CAREPATROL GULF COAST)
ASSISTED DINING SOLUTIONS
ASSURED HEALTHCARE STAFFING, LLC
A-STELLAR PROPERTY MAINTENANCE &
LANDSCAPING, INC.
ASTRUP DRUG, INC. (DBA STERLING LONG
TERM CARE PHARMACY)
AUREON COMMUNICATIONS, LLC
AUREON HR, INC.
AUREON IT, INC.
BATZNER PEST CONTROL
BLACK HILLS/COLORADO ELECTRIC UTILITY
COMPANY, LP

BRAD'S LAWN CARE, INC.
BRIGHT HOUSE NETWORKS, LLC
BRIGHT LANDSCAPES, LLC
BROOKDALE SENIOR LIVING INC.
BUDGET YARD ENHANCEMENT, INC.
CAREEQUIP, LLC (DBA NORTHSIDE
PHARMACY NURSING HOME DIVISION)
CATHERINE CSAKY CARE ADVOCATE
CEARLEY MARKETING AND CONSULTING
LLC
CENTRAL PARK LODGES, INC.
CINTAS CORPORATION
CINTAS CORPORATION 2 (DBA CINTAS FIRE
PROTECTION)
CITY OF COLUMBUS, CENTRAL OHIO
AGENCY ON AGING (ELIGIBILITY FOR
HEARTH BROOK'S MEDICAID
REIMBURSEMENT)
CONCIERGE CARE STAFFING
CONCORD AUTOMATIC SPRINKLERS, INC.
COSBY HEATING & AIR CONDITIONING LLC
CRANDALL & ASSOCIATES CONSULTING
DIETICIANS, INC. (DBA CRANDALL
CORPORATE DIETICIANS)
CRYSTAL MOUNTAIN WATERS
CYNTHIA REESE
D&D YARD SERVICE, LLC
DEANGELIS HEATING AND AIR
CONDITIONING, INC.
DIRECT SUPPLY TELS
DIRECT SUPPLY, INC.
DRIESSEN WATER, INC. (DBA CULLIGAN
WATER CONDITIONING)
DS SERVICES OF AMERICA, INC.
DYNAFIRE, INC.
ECOLAB, INC.
EGL GENETIC DIAGNOSTICS, LCC
ENQUIRE SOLUTIONS LLC
EO JOHNSON COMPANY
EXPRESS LAWN CARE
EXTREME NETWORKS
FAMILY FIRST HEALTH CARE
FIREMASTER (SUBSIDIARY OF JOHNSON
CONTROLS)
FIRST INSURANCE FUNDING
FLC BENEVA NURSING PAVILION, INC.
FLORIDA SHRED - WASTE, LLC (DBA SHRED
MEDIC)
FUNCTIONAL PATHWAYS PREFERRED OF
TENNESSEE LLC
GALE HEALTHCARE SOLUTIONS, LLC
GALLAHER & ASSOCIATES, INC.
GENSET SERVICES INC.
GEROPSYCH PSYCHIATRY, LTD. (DBA
HIGHPOINT PSYCHIATRY)
GLOBAL FIRESPRINKLERS LLC

GOLDEN GIRLS SOLUTIONS, INC.
 GORDON FOOD SERVICE, INC.
 GREEN ARMOUR SERVICES
 GREEN ENERGY BIOFUEL
 GREEN IMPRESSIONS, INC.
 GREENBRIER SENIOR LIVING, LLC
 GREXEN KITCHEN EXHAUST CLEANING
 GUARDIAN PHARMACY OF DAYTONA, LLC
 GUARDIAN PHARMACY OF KNOXVILLE, LLC
 (DBA EAST TENNESSEE PHARMACY
 SERVICES)
 GUARDIAN PHARMACY OF ORLANDO, LLC
 GUARDIAN PHARMACY OF SOUTH WEST
 FLORIDA A FLORIDA CORPORATION (DBA
 PATIENT CARE PHARMACY)
 GUARDIAN PHARMACY OF TENNESSEE ONE
 LLC (DBA MIDDLE TENNESSEE
 PHARMACY SERVICES)
 HARRIS SANITATION, INC.
 HEALTH TECHNOLOGIES, INC.
 HEALTHCARE TECHNOLOGIES, INC.
 HEALTHPRO HERITAGE REHAB & FITNESS,
 LLC
 HM CRAGG
 HOBART SERVICE AGREEMENT
 HOBART SERVICE, ITW FOOD EQUIPMENT
 GROUP, LLC
 HOME HEALTH LLC (DBA HEARTLAND CARE
 AND HOSPICE)
 HOMETOWN PHARMACY, INC.
 HOODKLEAN
 HORIZONE HOME CARE & HOSPICE, INC.
 HOSPICE ALLIANCE, INC.
 HUGHES EXTERMINATORS
 INDUSTRIAL LAUNDRY SERVICES
 INNOVATIVE SENIOR CARE HOME HEALTH
 OF NASHVILLE, LLC (DBA BROOKDALE
 HOME HEALTH NASHVILLE)
 INSPIRE
 ISLAND MEDICAL STAFFING, LLC
 JOHNSON CONTROLS FIRE PROTECTION LP
 JUNE WHITESIDE
 KENOSHA GROUNDS CARE
 KENOSHA GROUNDS CARE
 KENOSHA STORAGE LLC
 L.B. NAUGLES, INC.
 LEAF CAPITAL FUNDING, LLC
 LO MED PRESCRIPTION SERVICES, LLC (DBA
 OMNICARE OF WADSWORTH)
 LYNCH OIL COMPANY, INC.
 MARY ANN B. PRITCHETT, MD
 MASSEY SERVICES INC. (SUBSIDIARY:
 PREVENTECH)
 MED ALLIANCE INC. (DBA "WASTEX")
 MEDFAST URGENT CARE CENTERS, LLC
 MEDICAL SYSTEMS OF DENVER, INC.

MID-OHIO BUSINESS MACHINES
 MILOSI, INC.
 MIX NETWORKS, INC.
 MOBILE PHYSICIANS OF OHIO, INC. (DBA
 MOBILE CARE GROUP)
 MULTIPLE [ALLIED PROPERTY AND
 CASUALTY INSURANCE COMPANY,
 NATIONWIDE INSURANCE COMPANY OF
 AMERICA, AND AMCO INSURANCE
 COMPANY]
 MY CARE FINDERS, LLC
 MYERS, INC.
 NATIONAL FIRE & MARINE INSURANCE
 COMPANY
 NATURAL IMAGE PROPERTY SERVICES, INC.
 NAVIGATOR GROUP PURCHASING, INC.
 NEWPORT SENIOR LINK, LLC
 NO BOUNDARIES VENTURES (DBA COFFEE
 ROASTERS USA)
 NORTHERN BUCKEYE LAWN & LANDSCAPE
 INC.
 NURSE PRACTICIONER HEALTH SERVICES,
 LLC
 NURSECORE MANAGEMENT SERVICES, LLC
 OASIS SENIOR ADVISORS FRANCHISE
 SYSTEMS, LLC
 OMNICARE PHARMACY OF PUEBLO, LLC
 ON HOLD CONCEPTS, INC.
 OPTIMUM FAITH LAB CORP
 ORACLE ELEVATOR COMPANY
 OTIS ELEVATOR COMPANY
 OTIS WORLDWIDE CORPORATION
 OWATONNA SELF STORAGE
 PEGGY DESILVA
 PHILADELPHIA INSURANCE COMPANIES
 PICKEL PARTNERS, INC.
 PITNEY BOWES, INC.
 POINTCLICKCARE TECHNOLOGIES, INC.
 POLINA KHMARIN
 POWER SECURE SERVICE, INC.
 PRIME POWER SERVICES, INC.
 PUREWATER TECHNOLOGY, LLC
 PYE-BARKER FIRE & SAFETY, INC.
 RELIAS LLC
 REMEDI SENIORCARE
 RPSENIORSERVICES, LLC
 S AND J HOME CARE, LLC (DBA
 BRIGHTSTAR)
 S.A. COMUNALE CO., INC.
 SALON PROFESSIONALS, INC.
 SEBERT
 SENIOR LIVING SELECTIONS LLC
 SHANNA P TORAIN
 SHARPS COMPLIANCE, INC.
 SHRED-IT USA, LLC
 SILVERSPHERE, LLC

SOUTHERN FIRE SYSTEMS INC.
 SPRING HILLS HOME CARE SERVICES
 STAFF AMERICA HEALTH, INC.
 STARK EXTERMINATORS
 STATE INDUSTRIAL PRODUCTS CORP.
 STERICYCLE INC. (SUBSIDIARY: SHRED-IT)
 STERICYCLE, INC.
 STERICYCLE, INC. (SUBSIDIARY: SHRED-IT
 USA LLC)
 TAYLOR POWER SERVICES, INC.
 THE TERMINIX INTERNATIONAL COMPANY
 LP
 THE WRIGHT STEP, LLC
 THYSSENKRUPP ELEVATOR CORPORATION
 TIME WARNER CABLE ENTERPRISES LLC
 TORRESCAPE CORPORATION
 TOSHIBA BUSINESS SOLUTIONS
 TURENNE PHARMEDCO, INC.
 TURNER PEST CONTROL (PARENT:
 ANTICIMEX)
 U.S. BANK NATIONAL ASSOCIATION
 VADCO, INC. (DBA MUSIC CITY PROCESSING)
 VALIENT ELECTRIC, INC.
 VIKING AUTOMATIC SPRINKLER CO.
 VIKOR SCIENTIFIC
 WASTE MANAGEMENT
 WASTE MANAGEMENT INC. OF FLORIDA
 WASTE MANAGEMENT OF COLORADO, INC.
 WASTE MANAGEMENT OF MINNESOTA, INC.
 WASTE MANAGEMENT OF OHIO, INC.
 WASTE MANAGEMENT, INC. OF TENNESSEE
 WASTE PRO
 WIGINTON FIRE SYSTEMS
 WRIGHT NATIONAL FLOOD INSURANCE
 COMPANY
 YOUR KEY TO SENIOR LIVING, LLC
 ZABATT INC.

TOP TRADE CREDITORS

ALFRED NICKLES BAKERY INC.
 ALL DEBT SOLUTIONS INC
 ALLEVA MEDICAL LTD.
 AMAZON CAPITAL SERVICES
 AMERICAN BUREAU OF COLLECTIONS
 ARS RESCUE ROOTER
 AT&T
 ATTANE
 AUREON TECHNOLOGY
 AURORA HEALTH CARE
 BLOOMINGDALE SELF STORAGE
 BROOKDALE SENIOR LIVING
 BURNS FLORIST
 CINTAS FIRE
 CMS - CLINICAL LABORATORY
 IMPROVEMENT AMENDMENTS

CMS OF HOLLAND INC.
 CONCENTRA
 CONSULATE HEALTH CARE
 CORPORATE COMMUNICATIONS CC
 DIRECT SUPPLY
 EGL GENETICS DIAGNOSTICS
 EXCLAIMER LTD.
 FEDEX
 FLORIDA ASSISTED LIVING ASSOCIATION
 FLORIDA SENIOR LIVING ASSOCIATION
 FLOWERS BAKING CO.
 GLAZIER FOODS COMPANY
 GRAY ROBINSON
 GREENBRIER SENIOR LIVING
 GUARDIAN PHARMACY OF DAYTONA
 GULF PHARMACY SERVICES
 HARVILL'S PRODUCE CO., INC.
 HERSHEY CREAMERY CO.
 HOME DEPOT PRO
 JOHNSON CONTROLS
 JOHNSON CONTROLS FIRE PROTECTION LP
 LEVEL 33 MARKETING, LLC
 MCKESSON
 MUELLER WATER CONDITIONING, INC.
 NALCO COMPANY LLC
 NATURAL IMAGE PROPERTIES
 NEXAIR
 ORIENTAL TRADING
 PEPBOYS AUTO SERVICE & TIRES
 S.A. COMUNALE CO., INC
 SAN ANTONIO EXPRESS
 SHERWIN WILLIAMS
 SILVER SPHERE
 SOUTHWASTE DISPOSAL
 SPECTRUM COMMUNITY SOLUTIONS
 STAFF AMERICA
 STAPLES
 STERICYCLE, INC.
 TCF EQUIPMENT FINANCE, INC.
 THE LIOCE GROUP
 TOE TAPPING TUNES, INC.
 U.S. BANK EQUIPMENT FINANCE
 UPS
 US FOODS
 VIKING AUTOMATIC SPRINKLER CO.
 WASTE MANAGEMENT
 WASTE PRO
 WHITE PINE DESIGNSCAPES LLC
 WINDSTREAM
 YANKEE PRODUCE COMPANY

SCHEDULE 2**Client Match List**

Name	Relationship to Debtors
ACCIDENT FUND INSURANCE COMPANY OF AMERICA	INSURANCE PROVIDERS
AETNA INC.	EMPLOYEE BENEFIT ADMINISTRATORS
ALLSTATE BENEFITS	EMPLOYEE BENEFIT ADMINISTRATORS
AMCO INSURANCE COMPANY	INSURANCE PROVIDERS
AT&T	TOP TRADE CREDITORS; UTILITIES/SERVICE PROVIDERS
AURORA HEALTH CARE	TOP TRADE CREDITORS
BANK UNITED	BANKS
BRIGHT HOUSE NETWORKS, LLC	CONTRACT COUNTERPARTIES
CINTAS CORPORATION	CONTRACT COUNTERPARTIES
CINTAS CORPORATION 2 (DBA CINTAS FIRE PROTECTION)	CONTRACT COUNTERPARTIES
CINTAS FIRE	TOP TRADE CREDITORS
COMCAST	UTILITIES/SERVICE PROVIDERS
CONCENTRA	TOP TRADE CREDITORS
DUKE ENERGY	UTILITIES/SERVICE PROVIDERS
ECOLAB	CONTRACT COUNTERPARTIES; TOP TRADE CREDITORS
FEDEX	TOP TRADE CREDITORS
FTI CONSULTING	PROFESSIONALS
GRAY ROBINSON	TOP TRADE CREDITORS
HOME DEPOT PRO	TOP TRADE CREDITORS
JOHNSON CONTROLS	TOP TRADE CREDITORS
JOHNSON CONTROLS FIRE PROTECTION LP	CONTRACT COUNTERPARTIES
LLOYDS OF LONDON	INSURANCE PROVIDERS
MAXIM HEALTHCARE STAFFING SERVICES, INC.	TOP TRADE CREDITORS
MCKESSON	TOP TRADE CREDITORS
NATIONWIDE INSURANCE COMPANY OF AMERICA	INSURANCE PROVIDERS
OHIO BUREAU OF WORKERS' COMPENSATION	TOP TRADE CREDITORS
PENSION BENEFIT GUARANTY CORP	TAXING/REGULATORY AUTHORITIES
PROPEL INSURANCE	INSURANCE PROVIDERS
REPUBLIC SERVICES	UTILITIES/SERVICE PROVIDERS; TOP TRADE CREDITORS
SECURITIES & EXCHANGE COMMISSION	TAXING/REGULATORY AUTHORITIES
STAPLES ADVANTAGE	TOP TRADE CREDITORS

STATE OF COLORADO ATTORNEY GENERAL	TAXING/REGULATORY AUTHORITIES
STATE OF DELAWARE ATTORNEY GENERAL	TAXING/REGULATORY AUTHORITIES
STATE OF OHIO ATTORNEY GENERAL	TAXING/REGULATORY AUTHORITIES
STATE OF TEXAS ATTORNEY GENERAL	TAXING/REGULATORY AUTHORITIES
STERICYCLE, INC.	CONTRACT COUNTERPARTIES
TECO TAMPA ELECTRIC COMPANY	UTILITIES/SERVICE PROVIDERS
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY	TAXING/REGULATORY AUTHORITIES
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	TAXING/REGULATORY AUTHORITIES
TEXAS HEALTH AND HUMAN SERVICES	TAXING/REGULATORY AUTHORITIES
TEXAS WORKFORCE COMMISSION	TAXING/REGULATORY AUTHORITIES
THYSSENKRUPP ELEVATOR CORPORATION	CONTRACT COUNTERPARTIES
TIME WARNER CABLE ENTERPRISES LLC	CONTRACT COUNTERPARTIES
U.S. BANK NATIONAL ASSOCIATION	CONTRACT COUNTERPARTIES
U.S. DEPARTMENT OF JUSTICE	TAXING/REGULATORY AUTHORITIES
UMB BANK, N.A. (AS TRUSTEE)	BANKS
UPS	TOP TRADE CREDITORS
U.S. BANK EQUIPMENT FINANCE	TOP TRADE CREDITORS
US FOODS	TOP TRADE CREDITORS
WASTE MANAGEMENT	UTILITIES/SERVICE PROVIDERS; CONTRACT COUNTERPARTIES; TOP TRADE CREDITORS
WINDSTREAM	UTILITIES/SERVICE PROVIDERS; TOP TRADE CREDITORS

EXHIBIT C

Engagement 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, 2022. 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:

American Eagle Delaware Holding Company
c/o American Eagle Lifecare Corporation
3819 Hawk Crest Road
Ann Arbor, MI 48103
Attn: Todd Topliff

With a copy to:

Polsinelli PC
1201 West Peachtree Street, Suite 1100
Atlanta, GA 30309
Attn: David Gordon

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

American Eagle Delaware Holding Company
c/o American Eagle Lifecare Corporation
3819 Hawk Crest Road
Ann Arbor, MI 48103
Attn: Todd Topliff

Email: todd@americaneaglelifecare.com

11.12 The "Effective Date" of this Agreement is July 11, 2021.



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 dark ink, appearing to read "Robert A. Hopen".

Name: Robert A. Hopen

Title: President

AMERICAN EAGLE DELAWARE HOLDING COMPANY LLC

AMERICAN EAGLE PALMER PARK LLC

AMERICAN EAGLE TUSKAWILLA LLC

AMERICAN EAGLE BRANDON LLC

AMERICAN EAGLE VENICE ISLAND LLC

AMERICAN EAGLE ISLAND LAKE LLC

AMERICAN EAGLE OWATONNA AL LLC

AMERICAN EAGLE RAVENNA LLC

AMERICAN EAGLE KINGSTON LLC

AMERICAN EAGLE LEESBURG AL LLC

AMERICAN EAGLE LEESBURG MC LLC

AMERICAN EAGLE TITUSVILLE LLC

AMERICAN EAGLE EAU GALLIE LLC

AMERICAN EAGLE HANCEVILLE LLC

AMERICAN EAGLE NEWARK LLC

AMERICAN EAGLE HENDERSONVILLE LLC

AMERICAN EAGLE PLEASANT PRAIRIE LLC

A handwritten signature in dark ink, appearing to read "Todd C. Topliff".

Name: Todd Topliff

Title: President



SERVICES SCHEDULE

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.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, 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.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, 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.

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	\$29.75 – \$55.00
IT / Programming	\$55.25 – \$75.25
Case Managers	\$72.25 – \$140.25
Consultants/ Directors/Vice Presidents	\$140.25 – \$165.75
Solicitation Consultant	\$165.75
Executive Vice President, Solicitation	\$182.75
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES 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

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



On-Line Claim Filing

NO CHARGE

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