

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<p>In re:</p> <p>CONVERGEONE HOLDINGS, INC., <i>et al.</i>,<sup>1</sup></p> <p style="text-align: center;">Debtors.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 24-90194 (CML)</p> <p>(Jointly Administered)</p>
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**AD HOC GROUP OF EXCLUDED LENDERS’ NOTICE OF SUBPOENA DUCES  
TECUM TO CVC CAPITAL PARTNERS FOR THE PRODUCTION OF DOCUMENTS**

PLEASE TAKE NOTICE THAT, pursuant to Federal Rule of Civil Procedure 45, as made applicable to this matter by the Federal Rule of Bankruptcy Procedure 9016, the Ad Hoc Group of Excluded Lenders, by their undersigned attorneys, will serve the enclosed subpoena for the production of documents on CVC Capital Partners on April 25, 2024.

*[Remainder of Page Left Intentionally Blank]*

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are as follows: AAA Network Solutions, Inc. (7602); ConvergeOne Dedicated Services, LLC (3323); ConvergeOne Government Solutions, LLC (7538); ConvergeOne Holdings, Inc. (9427); ConvergeOne Managed Services, LLC (6277); ConvergeOne Systems Integration, Inc. (9098); ConvergeOne Technology Utilities, Inc. (6466); ConvergeOne Texas, LLC (5063); ConvergeOne Unified Technology Solutions, Inc. (2412); ConvergeOne, Inc. (3228); Integration Partners Corporation (7289); NetSource Communications Inc. (6228); NuAge Experts LLC (8150); Providea Conferencing, LLC (7448); PVKG Intermediate Holdings Inc. (4875); Silent IT, LLC (7730); and WrightCore, Inc. (3654). The Debtors’ mailing address is 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437.

Dated: April 25, 2024  
Houston, Texas

**GRAY REED**

By: /s/ Jason S. Brookner  
Jason S. Brookner  
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- and -

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**COUNSEL TO THE AD HOC GROUP  
OF EXCLUDED LENDERS**

**Certificate of Service**

The undersigned hereby certifies that on the 25th day of April, 2024, he caused a true and correct copy of the foregoing document to be served via the Court's CM/ECF system.

/s/ Jason S. Brookner  
Jason S. Brookner

UNITED STATES BANKRUPTCY COURT

Southern

District of

Texas

In re In re: CONVERGEONE HOLDINGS, INC., et al.

Debtor

Case No. 24-90194 (CML)

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. \_\_\_\_\_

Defendant

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)**

To: CVC Capital Partners

(Name of person to whom the subpoena is directed)

**Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: **See Exhibit A**

PLACE <u>Gray Reed</u> <u>1300 Post Oak Blvd., Suite 2000</u> <u>Houston, Texas 77056</u>	DATE AND TIME <u>05/03/2024 4:00 p.m.</u>
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**Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
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The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 04/25/2024

CLERK OF COURT

OR

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

/s/ Michael T. Mervis  
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Ad Hoc Group of Excluded Lenders, who issues or requests this subpoena, are:

Michael T. Mervis, Eleven Times Square, New York, NY 10036, mmervis@proskauer.com, 212-969-3565

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for *(name of individual and title, if any)*: \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:

**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A TO SUBPOENA**

**DEFINITIONS**

1. ***“Backstop Agreement”*** shall have the meaning set forth in section A, paragraph 15 of the Plan.
2. ***“C1 Holdings”*** means ConvergeOne Holdings, Inc.
3. ***“Chapter 11 Cases”*** shall mean and refer to the jointly administered chapter 11 cases pending before the United States Bankruptcy Court, Southern District of Texas, captioned *In re ConvergeOne Holdings, Inc., et al.*, Case No. 24-90194 (CML).
4. ***“Communication”*** means the transmittal of information of any kind, in any form, and by any means, and therefore includes, but is not limited to, any telephone conversation, face to face meeting or conversation, visit, conference, internal or external discussion, or exchange of Documents. All written Communications shall include, without limitation, electronic, printed, typed, handwritten or other readable Documents, correspondence, memos, reports, contracts, both initial and subsequent, diaries, logbooks, minutes, notes, studies, surveys, forecasts, emails, text messages, and instant messages.
5. ***“Concerning”*** (or any variation thereof) means describing, discussing, constituting, containing, considering, embodying, evaluating, mentioning, memorializing, supporting, collaborating, demonstrating, proving, evidencing, showing, refuting, disputing, rebutting, regarding, controverting, contradicting, made in connection with or by reason of, or derived or arising therefrom.
6. ***“CVC”*** means CVC Capital Partners, as that term is used in paragraph 13 of the Lombardi Declaration, its affiliated entities, subsidiaries, and managed funds.
7. ***“Direct Investment”*** means the number of New Equity Interests, issued at the Plan

Discount, in exchange for an aggregate amount equal to the Direct Investment Amount, which will be available solely for Investors and which Investors shall have the sole right and obligation to purchase in accordance with the Backstop Agreement, as described in section A, paragraph 50 of the Plan.

8. **“Direct Investment Amount”** means 35% of \$245,000,000, or \$85,750,000, as described in section A, paragraph 51 of the Plan.

9. **“Disclosure Statement”** means the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and its Debtor Affiliates* [Docket No. 26].

10. **“Document”** is intended to have the broadest possible meaning under Rule 34 of the Federal Rules of Civil Procedure and includes written Communications, writings, drawings, graphs, charts, photographs, phone records, and any electronic, recorded, digitally encoded, graphic, and compiled data from which information can be obtained, originals, translations and drafts thereof, including all copies bearing notations and marks not found on the original. The term “Document” also includes e-mails, text messages, instant messages, voice messages, and other electronic Communications, whether stored in a personal computer, network computer system, cellular device, backup computer tape, disk, or any other storage mechanism. The term “Document” further means any Document that is now or at any time in the possession, custody, or control of the entities to whom these Requests are directed (together with any predecessors, successors, affiliates, subsidiaries or divisions thereof, and their officers, directors, employees, agents and attorneys). Without limiting the term “control” as used in the preceding sentence, a person is deemed to be in control of a Document if the person has the right or ability to secure the Document or a copy thereof from another person having actual possession thereof, including work

product contracted by You from Your professional advisors.

11. **“Electronically Stored Information”** has the broadest possible meaning under Rule 34 of the Federal Rules of Civil Procedure (made applicable to this matter through Federal Rules of Bankruptcy Procedure 7034 and 9014), and refers to all computer or electronically stored or generated data and information, and includes all attachments to and enclosures with any requested item, and all drafts thereof. “Electronically Stored Information” includes information stored in any format and on any storage media, including: hard disks; floppy disks; optical disks; flash memory devices; and magnetic tape, whether fixed, portable or removable. “Electronically Stored Information” includes: word-processing documents; electronic spreadsheets; electronic presentation documents; email messages; image files; sound files; and material or information stored in a database, or accessible from a database. “Electronically Stored Information” also includes all associated metadata that is maintained or saved, which includes: a Document’s title or name; file name; date and time of creation; date and time of last edit; identity of author; identity of owner; identities of editors; identities of recipients; changes; history of changes; email header information; history of who viewed an email and when; and email routing information.

12. **“First Lien Claims”** shall have the meaning set forth in section A, paragraph 91 of the Plan.

13. **“Holder”** shall have the meaning set forth in section A, paragraph 101 of the Plan.

14. **“Including”** means “including, but not limited to” and “including, without limitation.”

15. **“Investors”** means the Holders of First Lien Claims that are party to the Backstop Agreement or their designated affiliates, managed funds or accounts or other designees, as described in section A, paragraph 110 of the Plan.

16. **“Lombardi Declaration”** means the *Declaration of Salvatore Lombardi in Support of the Debtors’ Chapter 11 Petitions and First Day Relief* [Docket No. 4].

17. **“New Equity Interests”** means new shares of common stock in the reorganized Debtor PVKG Investment or any successor or assign thereto, as described in section A, paragraphs 122 and 123 of the Plan.

18. **“Plan”** means the *Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates*, dated April 3, 2024 [Docket No. 27].

19. **“Plan Discount”** shall have the meaning set forth in section A, paragraph 130 of the Plan.

20. **“Professional”** means any counsel, consultant, advisor, testifying expert, non-testifying expert, agent, representative, or other person engaged to provide or involved in providing any professional services at any time.

21. **“Put Option Premium”** means the fully earned nonrefundable aggregate premium equal to the sum of (i) 10% of the Rights Offering Amount and (ii) 10% of the Direct Investment Amount, which collectively shall be payable to the Investors in shares of New Equity Interests, as described in section A, paragraph 145 of the Plan.

22. **“PVKG Intermediate”** means PVKG Intermediate Holdings Inc.

23. **“Rights Offering”** shall have the meaning set forth in section A, paragraph 166 of the Plan.

24. **“Rights Offering Amount”** shall mean 65% of \$245,000,000, or \$159,250,000, as described in section A, paragraph 166 of the Plan.

25. **“RSA”** shall have the meaning set forth in the Disclosure Statement.

26. **“Special Committee”** means the committee discussed in paragraph 62 of the

Lombardi Declaration.

27. ***“You”*** refers to CVC, as well as its agents, representatives, and Professionals.

### **INSTRUCTIONS**

1. Unless otherwise specifically stated, the requests (“Requests,” and each a “Request”) seek Documents that were dated, prepared, generated, or received during the period beginning March 1, 2023 and continuing up until the date of Your response to these Requests, and any supplemental response.

2. Each Request seeks production of each Document in its entirety, without abbreviation or redaction, with all non-identical copies and drafts thereof, including any Document appended to, included with, incorporated by or referred to in the Document.

3. All Documents that in their original form were stapled, clipped, or otherwise attached to other Documents should be produced in such form.

4. If any responsive Documents are maintained in a file, produce the file folder or container and all labels and notations thereon along with the Documents.

5. The Requests are continuing in accordance with Rule 26(e) of the Federal Rules of Civil Procedure (made applicable to this matter through Federal Rules of Bankruptcy Procedure 7026 and 9014), so as to require supplementation in the event that Debtors obtain or become aware of any additional information or Documents responsive to any Request herein.

6. If any of the requested Documents are withheld from production (on the basis of privilege or otherwise), please provide notice of the withheld Documents pursuant to Federal Rule of Civil Procedure 26(b)(5) (made applicable to this matter through Federal Rules of Bankruptcy Procedure 7026 and 9014), including the asserted legal ground for withholding the Document, the type of Document, the nature and general subject matter of the Document, the date of the Document, the author of the Document, the addresses and any other recipients of the Document,

information sufficient to identify the Document, and information that will enable Defendants to assess the claim of privilege or protection. If a Document has been redacted or altered in any fashion, identify the reason for the redaction or alteration and the date of the redaction or alteration.

7. Pursuant to Federal Rule of Civil Procedure 34 (made applicable to this matter through Federal Rules of Bankruptcy Procedure 7034 and 9014), all Documents are to be produced as they are kept in the usual course of business or should be organized and labeled to correspond to the Requests herein. All Documents should be given a unique number, for example a “Bates” label or similar identifying mark. If there are no Documents responsive to a specific Request, the response thereto shall so state in writing.

8. Electronically Stored Information should be produced in accordance with the following specifications:

- i. Form of Production. Produce electronically stored information in single-page tiff format (Group IV tiff at 300 dpi) or in JPG format for Documents in color. Proskauer reserves the right to request color JPG files for any Document that is unreadable or has limited accessibility in the Group IV TIFF format. Productions shall be made by secure FTP or comparable secure electronic transfer means, unless the quantity of data produced makes it more efficient to produce Documents on external hard drive (with standard PC compatible interface). Documents produced on external hard drive shall be encrypted; the password shall be provided under separate cover. TIFF\JPG image naming conventions should be limited to alphanumeric names only, with no spaces, no hyphens, and no special characters in the file name (e.g., ABC00000001.tif). All fielded database information (including extracted metadata from electronic Documents) should be delivered in a standard Concordance load file format (.DAT). Group every 1,000 tiff images within incrementally named “IMAGES” directories; do not create a separate folder for each Document.
- ii. Document Text. For Documents/records that were originally stored as native electronic files and which do not have redactions, produce the extracted full text (not OCR) from the body of each Document in separate Document-level text files (.txt) named for the beginning Bates number of the associated Document. Provide OCR text for Documents that do not contain searchable text (e.g., non-searchable PDFs, etc.). For Documents that were originally stored as native electronic files and which have redactions, produce the OCR text from the redacted image(s) associated with each Document. Clearly label any redacted

material to show the redactions on the tiff image. Group 1,000 Document text files per incrementally named "TEXT" directories, separate from image directories. A comma delimited list file (.LST) should be provided and include the beginning Bates number and the full file path (including volume) information to the extracted text/OCR files.

- iii. Native Production for Certain File Types. For files created by Excel or other spreadsheet programs, PowerPoint or other special presentation programs, database files, audio/visual files or any other file types that reasonably require viewing in their native format for a full understanding of their content and meaning, produce the files in native and tiff formats. Name the produced native file with the Bates number on the first page of the corresponding tiff production of the file/Document. A comma delimited list file (.LST) should be provided and include the beginning Bates number and the full file path (including volume) information to the native files. Group native files within incrementally named "NATIVE" directories; separate from images and text directories. Proskauer reserves the right to request native files for any Document that is unreadable or has limited accessibility in the Group IV TIFF or JPG format.
- iv. Metadata. Produce extracted metadata for each Document/record in the form of a Concordance load file (.dat), including at least the following fields (where applicable): bates range begin, bates range end, bates family range begin, bates family range end, e-mail subject line, file extension, original file path, file name, e-mail sent date, e-mail sent time, created date, created time, last modified date, last modified time, author, from, to, CC, BCC, custodian, custodian duplicate, has redactions, source, source folder, MD5 hash value, native file path location, and confidentiality designation. Custodian, source or source folder field should contain information that can easily identify the location of the Document and, where applicable, the natural person in whose possession it was found.

9. If, in responding to the Requests, You encounter what You believe to be any ambiguities when construing a Request or definition, Your response shall set forth the matter You deem ambiguous and the construction You use in responding.

10. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the relevant Request all responses that might otherwise be construed to be outside of its scope.

11. The terms "all," "any," and "each," shall each be construed as encompassing any and all.

12. The use of a singular form of any word includes the plural and vice versa.

### **DOCUMENT REQUESTS**

1. All Documents and Communications concerning the formation of the Special Committee, including without limitation Documents and Communications relating to (i) the purpose of the Special Committee, (ii) the format of the Special Committee, *i.e.*, the decision to have Special Committee be comprised of only three members, (iii) the decision to appoint Mr. Russell, Mr. Nyhan, and Mr. Edmiston to the Special Committee, (iv) the authority and powers given to the Special Committee, and (v) any alternatives contemplated or pursued to achieve the same purpose as the Special Committee.

2. All Documents and Communications relating to the appointment of Larry J. Nyhan to the boards of directors for PVKG Intermediate and C1 Holdings, including without limitation Documents and Communications relating to any business, personal, financial, philanthropic, or other relationships Mr. Nyhan has or at any point has had with CVC and any of its subsidiaries, affiliates, directors, officers, or employees.

3. All Documents and Communications relating to the appointment of Sherman K. Edmiston III to the boards of directors for PVKG Intermediate and C1 Holdings, including without limitation Documents and Communications relating to any business, personal, financial, philanthropic, or other relationships Mr. Edmiston has or at any point has had with CVC and any of its subsidiaries, affiliates, directors, officers, or employees.

4. All Documents and Communications relating to the appointment of Jeffrey S. Russell as Chief Executive Officer of the Debtors, including without limitation all Documents and Communications relating to any business, personal, financial, philanthropic, or other relationships Mr. Russell had prior to his appointment as CEO with CVC and any of its subsidiaries, affiliates,

directors, officers, or employees.

5. All Documents and Communications concerning the consideration of any appointees to the Special Committee other than or in addition to Messrs. Edmiston, Nyhan and Russell.

6. All Documents and Communications concerning the negotiation of the Rights Offering, including without limitation the negotiation of the Rights Offering Amount, Holdback, Backstop Agreement, Direct Investment, and Put Option Premium.

7. Documents sufficient to show CVC's status as an Investor eligible to receive the Direct Investment and the Put Option Premium, including Documents sufficient to show the basis for the percentage of the Direct Investment and the Put Option premium that CVC will receive as per the Backstop Agreement.

8. All Documents and Communications concerning the role of CVC, its affiliates, or its Professionals or other advisors in the negotiation, formulation, approval, or documentation of the Rights Offering, the Direct Investment, the RSA, or the Plan.