

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

In re:

CONVERGEONE HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90194 (CML)

(Jointly Administered)

**DECLARATION OF STEPHENIE KJONTVEDT OF
EPIQ CORPORATE RESTRUCTURING, LLC, REGARDING
THE SOLICITATION AND TABULATION OF BALLOTS CAST ON
THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION
OF CONVERGEONE HOLDINGS, INC. AND ITS DEBTOR AFFILIATES**

I, Stephenie Kjontvedt, being duly sworn, state the following under penalty of perjury:

1. I am a Vice President, Senior Consultant at Epiq Corporate Restructuring, LLC (“**Epiq**”), the retained claims, noticing, and solicitation agent to the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), which is located at 777 Third Avenue, 12th Floor, New York, New York 10017. I am over 18 years of age and competent to testify on the matters herein. I do not have a direct interest in the above-captioned chapter 11 cases and should be considered an impartial party.

2. I submit this declaration (this “**Declaration**”) with respect to the tabulation of votes cast on the *Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc.*

1 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.

and Its Debtor Affiliates, dated April 3, 2024 (as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms, the “**Plan**”).² Except as otherwise indicated herein, all facts set forth herein are based upon my personal knowledge, or my review of relevant documents. I am authorized to submit this Declaration on behalf of Epiq. If I were called upon to testify, I could and would testify competently as to the facts set forth herein. I am not being specifically compensated for this testimony, and Epiq is receiving compensation only as part of its engagement letter with the Debtors as the Debtors’ claims, noticing, and solicitation agent on the terms and conditions pursuant to which Epiq was retained in these Chapter 11 Cases. *See Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Claims, Noticing, and Solicitation Agent* [Docket No. 44] (the “**Retention Order**”).

3. Prior to filing these Chapter 11 Cases, the Debtors designated Epiq as their claims, noticing, and solicitation agent to assist the Debtors with, among other things, (i) the balloting process and service of solicitation materials to parties entitled to vote to accept or reject the Plan, and (ii) the tabulation of votes cast with respect to the Plan. Epiq and its employees have considerable experience in soliciting and tabulating votes to accept or reject proposed chapter 11 plans, including without limitation, prepackaged chapter 11 plans.

4. In accordance with (i) the Retention Order, and (ii) the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Confirmation Timeline, Solicitation Procedures, Solicitation Package, Notices, the Election and Rights Offering Materials and Election/Subscription Timeline, (IV) Waiving the Requirement to Hold the Creditors' Meeting and*

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement and Plan or the Solicitation Order (as defined herein), as applicable.

File SOFAs, Schedules, and 2015.3 Reports, and (V) Granting Related Relief [Docket No. 81] (the “**Solicitation Order**”), Epiq was appointed and authorized to assist the Debtors with, among other things, soliciting, receiving, reviewing, determining the validity of, and tabulating Ballots cast on the Plan by holders of Claims in the Voting Classes (as defined below).

5. Pursuant to the Plan only holders of Claims in the following Classes (collectively, the “**Voting Classes**”) were entitled to vote to accept or reject the Plan:

<u>Class³</u>	<u>Description</u>
Class 3	First Lien Claims
Class 4	Second Lien Claims

6. The Solicitation Order established April 1, 2024 as the record date for determining the holders of Claims in the Voting Classes entitled to vote on the Plan (the “**Voting Record Date**”), and April 3, 2024 as the commencement date for the Solicitation Packages to Holders of Claims in the Voting Classes.

7. Counsel to the Debtors provided Epiq with Voting Record Date data, certain of which was received from the First Lien Term Loan Agent and the Second Lien Agent, and this data was used to solicit votes on the Plan.

Service of Solicitation Packages

8. Solicitation commenced on April 3, 2024 and Epiq served PDF copies of the following documents via electronic mail to the holders of Claims in the Voting Classes:

- a. the Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor

³ The Plan does not contemplate substantive consolidation of any of the Debtors’ estates and constitutes a separate chapter 11 plan for each of the Debtors. Accordingly, the classification of Claims in the Voting Classes applies separately to each Debtor.

Affiliates, which contained as an exhibit the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates [Docket No. 26] (the “**Disclosure Statement and Plan**”);

- b. the Letter from the Debtors to Holders of Class 3 First Lien Claims and Class 4 Second Lien Claims (the “**Cover Letter**”), a copy of which is attached hereto as **Exhibit 1**;
 - c. the Ballot for Voting on the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates, Class 3 - First Lien Claims (the “**Class 3 Ballot**”), a copy of which is attached hereto as **Exhibit 2**;
 - d. the Ballot for Voting on the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates, Class 4 - Second Lien Claims (the “**Class 4 Ballot**”), a copy of which is attached hereto as **Exhibit 3**;
 - e. with respect to Class 3, the ConvergeOne Holdings, Inc. Election/Subscription Form for Allowed First Lien Claims – Subscription Rights Offering (the “**Election/Subscription Form**”), a copy of which is attached hereto as **Exhibit 4**;
 - f. with respect to Class 3, the ConvergeOne Holdings, Inc. Election and Rights Offering Procedures (the “**Election and Rights Offering Procedures**”), a copy of which is attached hereto as **Exhibit 5**; and
 - g. with respect to Class 3, the Subscription Form Worksheet.
9. True and correct copies of the above listed documents were served as follows:
- a. the Cover Letter, Disclosure Statement and Plan, Class 3 Ballot, Election/Subscription Form, Election and Rights Offering Procedures, and Subscription Form Worksheet were served on the parties listed on **Exhibit 6**;
 - b. the Cover Letter, Disclosure Statement and Plan, and Class 4 Ballot were served on the parties listed on **Exhibit 7**.

10. Pursuant to the Solicitation Order, on April 8, 2024, Epiq served the Combined Hearing Notice, the Non-Voting Status Notice, and the Opt-Out Form. Epiq served the Combined Hearing Notice on all Holders of Claims in the Voting Classes, and served the Combined Hearing

Notice, the Non-Voting Status Notice, and the Opt-Out Form on more than 25,000 Non-Voting parties. Epiq’s *Certificate of Service* with respect to such service was filed on April 15, 2024 [Docket No. 153].

Vote Declaration

11. The procedures for the solicitation and tabulation of votes on the Plan (the “**Solicitation Procedures**”) are outlined in the Disclosure Statement and Plan, the Ballots, and the Solicitation Order.

12. In order for a Ballot to be counted as valid, the Ballot must have been properly completed in accordance with the Solicitation Procedures, executed by the relevant holder, or such holder’s authorized representative, and received by Epiq no later than 4:00 p.m. (prevailing Central Time) on April 17, 2024 (the “**Voting Deadline**”). All validly completed and executed Ballots cast by the holder of Claims in the Voting Classes were processed and tabulated in accordance with the Solicitation Procedures.

13. The results of the voting by holders of Claims in the Voting Classes are as set forth in **Exhibit 8** hereto, which is a true and correct copy of the final tabulation of votes cast by timely and properly executed Ballots received by Epiq. Additionally, set forth below is a summary of the voting results with respect to each Voting Class tabulated on a consolidated basis:

Total Ballots Received			
Accept		Reject	
Number (% of Number)	Amount (% of Amount)	Number (% of Number)	Amount (% of Amount)
Class 3 – First Lien Claims			
80.98%	88.80%	19.02%	11.20%
Class 4 – Second Lien Claims⁴			
100%	100%	0%	0%

⁴ Class 4 does not contain any votes by an insider.

14. Epiq did not receive any Ballots that were excluded from the tabulation above as not satisfying the requirements for a valid Ballot as set forth in the Solicitation Order and Solicitation Procedures.

15. Epiq examined each Ballot and each Opt-Out Form to determine which parties opted out of the release. As reflected in **Exhibit 9** hereto, as of the April 30, 2024 Opt-Out Deadline, 39 parties affirmatively elected to opt out of the release. For the avoidance of doubt, this declaration does not certify the validity of any Opt-Out Election and is provided for reporting and informational purposes only with respect thereto.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated May 13, 2024
Westchester, New York

/s/ Stephenie Kjontvedt
Stephenie Kjontvedt
Vice President, Senior Consultant
Epiq Corporate Restructuring, LLC

Exhibit 1



April 3, 2024

**TO: Holders of Class 3 First Lien Claims
Holders of Class 4 Second Lien Claims**

ConvergeOne Holdings, Inc. and its affiliates (collectively, the “**Company**”),¹ is writing to inform you that the Company has commenced the solicitation of votes to accept or reject its *Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the “**Plan**”)² on April 3, 2024. The Plan is attached as **Exhibit A** to the Disclosure Statement, and solicitation of the Plan is being conducted in accordance with title 11 of the United States Code (the “**Bankruptcy Code**”) prior to the Company filing for chapter 11.

You are either a Holder of a First Lien Claim in Class 3 or a Holder of a Second Lien Claim in Class 4 that is entitled to vote on the Plan in accordance with the applicable Ballot. The Plan and Disclosure Statement have been distributed with this letter and, after filing, will be accessible for free on the Company’s restructuring website: <https://dm.epiq11.com/case/C1>. Copies of the Plan and Disclosure Statement can also be obtained upon sending a request to the Company’s counsel, White & Case LLP, at the respective address specified below. The Company intends to commence chapter 11 in the United States Bankruptcy Court for the Southern District of Texas in the Houston Division (the “**Court**”) and will file the Plan and Disclosure Statement on the docket with the Court as soon as practicable. Thereafter, the Plan and Disclosure Statement will also be on file for review with the Clerk of the Bankruptcy Court, 4th Floor, 515 Rusk Street, Houston, Texas 77002, between the hours of 8:00 am. to 5:00 p.m., prevailing Central Time.

If you have any questions regarding this notice, you should contact Epiq Corporate Restructuring LLC, the Company’s proposed Claims, Noticing, and Solicitation Agent: (a) via writing to ConvergeOne, c/o Epiq Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005; (b) via email at C1-info@epiqglobal.com referencing “ConvergeOne” in the subject line; and/or (c) via telephone, by calling the Company’s restructuring hotline at (877) 295-6914 (U.S. or Canada) or +1 (971) 290-2761 (International) and requesting to have a member of the Solicitation Team contact you.

On April 3, 2024, the Company entered into a restructuring support agreement (the “**RSA**”) with certain Consenting Stakeholders and the Second Lien Consenting Lenders, the form of which is attached to the Disclosure Statement as **Exhibit B**. The primary purpose of the Plan is to comprehensively restructure the Company’s capital structure and equitize or cancel approximately \$1.6 billion of the Company’s funded debt. This will be accomplished through the Takeback Term Loans and issuance of New Equity Interests in the reorganized Company, subject to dilution, in satisfaction of

¹ The proposed debtors in these contemplated Chapter 11 Cases, together with the last four digits of each proposed 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 Company’s service address in the proposed Chapter 11 Cases will be 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable. The Statements contained herein are summaries of the provisions contained in the Plan and Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. If there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control.

certain funded-debt claims and payment in cash on account of certain Claims. **Importantly, the Plan provides for the satisfaction of all Trade Claims in full in the ordinary course of business.** The Plan also contemplates a Rights Offering for Holders of Allowed First Lien Claims that are Accredited Investors or Qualified Institutional Buyers (as such terms are defined in Rules 501 and 144 promulgated under the Securities Act, respectively), as of the Voting Record Date. The Company believes that any valid alternative restructuring proposal would result in significant delays, litigation, and additional costs and would jeopardize recoveries for Holders of Allowed Claims.

Key Terms of the Plan

The Plan contains the following key terms to take effect upon emergence from the proposed Chapter 11 Cases:

- All outstanding and undisputed Trade Claims against the Debtors will be unimpaired and unaffected in the proposed Chapter 11 Cases and will be paid in full in cash or reinstated and satisfied in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Claim;
- All Allowed Administrative Claims, DIP Claims, Professional Fee Claims, Restructuring Expenses, and Priority Tax Claims will be paid in full in cash or receive such other customary treatment that renders such Claims unimpaired under the Bankruptcy Code;
- Each Holder of an Allowed First Lien Claim (or its designated Affiliate, managed fund or account or other designee) shall receive on the Effective Date its elected Pro Rata share of (which elections shall be adjusted on a Pro Rata basis (in accordance with the Adjustment (as defined in the Backstop Agreement) as calculated pursuant to the Backstop Agreement), as necessary, so that participation in each recovery option is equal to 50% of the First Lien Claims) (x) the Takeback Term Loan Recovery Option, or (y) the Rights Offering Rights and Takeback Term Loan Recovery Option. In the event that a Holder of a First Lien Claim fails to timely elect its recovery option, it shall receive the Rights Offering Rights and Takeback Term Loan Recovery Option. Each Holder of an Allowed First Lien Claim (or its designated Affiliate, managed fund or account or other designee) that properly exercises its Rights Offering Rights to purchase New Equity Interests shall receive such New Equity Interests on the Effective Date;
- Except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of (including any Liens related thereto) each Allowed Second Lien Claim, on the Effective Date each Holder of an Allowed Second Lien Claim (or its designated Affiliate, managed fund or account or other designee) shall receive its Pro Rata Share of 4.375% of the New Equity Interests issued on the Effective Date (subject to dilution only by the Management Incentive Plan Pool);
- Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed General Unsecured Claim and in exchange for each Allowed General Unsecured Claim, on or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed General Unsecured Claim shall receive, either (i) Reinstatement of such Allowed General Unsecured Claim pursuant to section 1124 of the Bankruptcy Code; or (ii) payment in full in Cash on (A) the Effective Date or (B) the date due in the ordinary course of business in accordance with the terms and

conditions of the particular transaction giving rise to such Allowed General Unsecured Claim;

- All Interests in the Debtors will be either reinstated or cancelled, released, and extinguished, each as applicable; and
- All Section 510 Claims will be cancelled, released, and extinguished.

Please carefully review the enclosed Disclosure Statement and Plan for details about voting, recoveries, the Debtors' proposed financial restructuring, the Debtors' financial performance, and other matters relevant to your decision whether to vote to accept or reject the Plan.

Sincerely,

ConvergeOne Holdings, Inc.
on behalf of itself and its affiliates

Exhibit 2

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

In re:

CONVERGEONE HOLDINGS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) IMPORTANT: No chapter 11 case has been
) commenced as of the date of distribution of
) this ballot. This ballot is a prepetition
) solicitation of your vote on a prepackaged
) plan of reorganization.
)
) If chapter 11 cases are commenced, the
) debtors will request joint administration of
) such cases.

**BALLOT FOR VOTING ON THE JOINT PREPACKAGED CHAPTER 11 PLAN OF
REORGANIZATION OF CONVERGEONE HOLDINGS, INC. AND ITS DEBTOR AFFILIATES**

CLASS 3 - FIRST LIEN CLAIMS

PLEASE CAREFULLY READ – YOUR RESPONSE IS REQUIRED BY APRIL 17, 2024

- PLEASE FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE *JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF CONVERGEONE HOLDINGS, INC. AND ITS DEBTOR AFFILIATES* (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE “**PLAN**”)² FOR CONVERGEONE HOLDINGS, INC., ET AL. (THE “**COMPANY**”) INCLUDED WITH THIS BALLOT **BEFORE** COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN **ARTICLE VIII** OF THE PLAN). THE PLAN IS SUBJECT TO BANKRUPTCY COURT APPROVAL.
- THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY EPIQ CORPORATE RESTRUCTURING, LLC (THE “**CLAIMS AND NOTICING AGENT**”) PRIOR TO **4:00 P.M., PREVAILING CENTRAL TIME, ON APRIL 17, 2024** (THE “**VOTING DEADLINE**”).
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT C1-INFO@EPIQGLOBAL.COM AND REFERENCE “CONVERGEONE” IN THE SUBJECT

¹ The proposed debtors in these contemplated Chapter 11 Cases, together with the last four digits of each proposed 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 Company’s service address in the proposed Chapter 11 Cases will be 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

LINE, OR CALL (877) 295-6914 (U.S. OR CANADA) OR +1 (971) 290-2761 (INTERNATIONAL) AND REQUEST TO HAVE A MEMBER OF THE SOLICITATION TEAM CONTACT YOU.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.
- **PURSUANT AND SUBJECT TO THE TERMS OF THE PLAN, THE HOLDERS OF CLAIMS IN CLASS 3 MAY ELECT TO RECEIVE THEIR PRO RATA SHARE OF (1) THE TAKEBACK TERM LOAN RECOVERY OPTION OR (2) THE RIGHTS OFFERING RIGHTS AND TAKEBACK TERM LOAN RECOVERY OPTION.**
- **THE PROCEDURES AND FORMS ASSOCIATED WITH THE ELECTION AND RIGHTS OFFERING HAVE BEEN INCLUDED WITH THIS BALLOT. TO MAKE AN ELECTION AND, AS APPLICABLE, TO SUBSCRIBE TO THE RIGHTS OFFERING, PLEASE CAREFULLY READ AND FOLLOW THE INSTRUCTIONS PROVIDED AND FILL OUT THE ELECTION AND SUBSCRIPTION FORM.**
- IF YOU DO NOT ELECT A RECOVERY OPTION, YOU WILL RECEIVE THE RIGHTS OFFERING RIGHTS AND TAKEBACK RECOVERY OPTION (SUBJECT TO ADJUSTMENT PURSUANT TO THE TERMS OF THE PLAN).
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.
- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN **ARTICLE VIII** OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN **ITEM 2** OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan, as set forth in the Disclosure Statement. The Company anticipates filing for protection under title 11 of the United States Code (the “**Bankruptcy Code**”) on April 3, 2024 (the “**Petition Date**”) with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) and will seek to consummate the Restructuring Transactions through the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. Pursuant to the Bankruptcy Code, a voting class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. The Plan then would be binding on all Holders of First Lien Claims in Class 3, among others. Subject to the terms and conditions of the Plan, you will receive the treatment identified in **Exhibit A**. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan. You may wish to seek legal advice concerning the proposals related to the Plan.**

You have received this Ballot because the list of recordholders maintained by the applicable Agents/Trustees indicates that you are a Holder of an Allowed Claim in Class 3 as of **April 1, 2024** (the “**Voting Record Date**”) and as set forth in **Item 1** of the Ballot. Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of such Claim or Claims.

The Disclosure Statement, the Plan, and certain other materials (the “**Solicitation Package**”) have been mailed with this Ballot. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain elections and certifications with respect thereto. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent immediately.

To have your vote to either accept or reject the Plan count, you must properly complete and return this Ballot so that the Claims and Noticing Agent **actually receives** it on or before the Voting Deadline.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH
YOU HAVE SUCH A CLAIM.**

VOTING — COMPLETE THIS SECTION**Item 1. Principal Amount of Claims**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Allowed Claims in Class 3 as set forth below (your “**Claims**”). You must check the applicable box in the right-hand columns below to “accept” or “reject” the Plan.

Please note that you are voting all of your Claims in Class 3 either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

Prior to voting on the Plan, please note that if you vote to accept the Plan, you will be deemed to have consented to the Third-Party Release (set forth in Item 2 of this Ballot and **Article VIII.D** of the Plan).

The Holder of the Class 3 Claims listed below votes to (*please check one and only one box for all Claims*):

Master Account: [List Master Name]				
Investor: [List Fund]				
Voting Class	Description	Amount	Vote to Accept the Plan	Vote to Reject the Plan
Class 3 (First Lien Claims)				
Class 3	First Lien Claims	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

Item 2. Important Information Regarding the Debtor Release, Third-Party Release, Exculpation, and Injunction Discharge

The Plan includes the following release, exculpation, and injunction provisions:³

Article VIII.C: Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, and except as expressly provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors and the Estates, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the PVKG Notes Purchase Agreement, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, consummation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facilities Documents, the Governance Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding the foregoing, nothing in this Article VIII.C shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors.

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of the Plan; (2) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring and implementing the Plan; (3) a good faith settlement and compromise of the Claims released by the Debtor Release; (4) in the best interests of the Debtors and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D: Releases by Third Parties.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the PVKG Notes Purchase Agreement, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, consummation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the

Plan, the Exit Facilities Documents, the Governance Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party (other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date), from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E: Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim whether direct or derivate related to any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases from the Petition Date to the Effective Date, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan, the Plan Supplement, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the solicitation of votes for the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, except for Claims related to any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or actual fraud, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with applicable law with respect to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article VIII.F: Injunction.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan in relation to any Claim or Interest that is extinguished, discharged, or released pursuant to the Plan.

Except as otherwise expressly provided in the Plan, the Definitive Documents, or the Confirmation Order, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation pursuant to Article VIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties, and/or the Released Parties:

- a. commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
- b. enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or Order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
- c. creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
- d. except as otherwise provided under the Plan, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and
- e. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released or settled pursuant to the Plan or the Confirmation Order.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action related to the Chapter 11 Cases prior to the Effective Date, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan, the Plan Supplement, the PVKG Notes Purchase Agreement, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other

avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, without regard to whether such Person or Entity is a Releasing Party, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action. The injunction in the Plan shall extend to any successors and assigns of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan, the Confirmation Order, or under any other Definitive Document or other document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan and the Confirmation Order from bringing an action to enforce the terms of the Plan, the Confirmation Order, the Definitive Documents, or such document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan and the Confirmation Order.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

Certain defined terms with respect to the Third-Party Release are set forth below:

UNDER THE PLAN, “**RELEASED PARTY**” MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, IN EACH CASE IN THEIR CAPACITIES AS SUCH: (A) THE DEBTORS; (B) THE REORGANIZED DEBTORS; (C) THE ABL DIP LENDERS; (D) THE TERM DIP LENDERS; (E) THE CONSENTING STAKEHOLDERS; (F) THE SECOND LIEN CONSENTING LENDERS; (G) THE INVESTORS; (H) THE AGENTS/TRUSTEES; (I) ALL RELEASING PARTIES; AND (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH (I); *PROVIDED, HOWEVER*, THAT, IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASED PARTY IF IT (I) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN IF PERMITTED TO OPT OUT; OR (II) FILES WITH THE BANKRUPTCY COURT AN OBJECTION TO THE PLAN, INCLUDING THE RELEASES, THAT IS NOT CONSENSUALLY RESOLVED BEFORE CONFIRMATION OR SUPPORTS ANY SUCH OBJECTION OR OBJECTOR.

UNDER THE PLAN, “**RELEASING PARTY**” MEANS, COLLECTIVELY, AND IN EACH CASE IN THEIR CAPACITIES AS SUCH: (A) THE DEBTORS; (B) THE REORGANIZED DEBTORS; (C) THE ABL DIP LENDERS; (D) THE TERM DIP LENDERS; (E) THE CONSENTING STAKEHOLDERS; (F) THE SECOND LIEN CONSENTING LENDERS; (G) THE INVESTORS; (H) THE AGENTS/TRUSTEES; (I) ALL HOLDERS OF CLAIMS THAT VOTE TO ACCEPT THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ARE DEEMED TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE NOTICE OF NON-VOTING STATUS INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ARE DEEMED TO

REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE NOTICE OF NON-VOTING STATUS INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (L) ALL HOLDERS OF CLAIMS WHO ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (M) ALL HOLDERS OF CLAIMS WHO VOTE TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (N) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH (M).

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

PLEASE TAKE NOTICE THAT PARTIES RECEIVING THIS BALLOT THAT DO NOT VOTE TO ACCEPT THE PLAN MAY CHECK THE BOX BELOW TO OPT OUT OF THE THIRD-PARTY RELEASE.

☐ Opt Out of the Third-Party Release

Item 3. Certification, Ballot Completion, and Delivery Instructions

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Company:

- a. that, as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claims as set forth in Item 1; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims as set forth in Item 1;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has cast the same vote with respect to all Claims in Class 3;
- d. that no other Class 3 Ballots have been cast by the undersigned or, if any other Class 3 Ballots have been cast with respect to such Claims, then any such earlier Class 3 Ballots voting those Claims are hereby revoked;
- e. that the undersigned acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the undersigned's Class 3 Claims;
- f. that the undersigned understands and, if accepting the Plan, agrees with the treatment provided for its Class 3 Claims under the Plan;
- g. that the undersigned acknowledges and understands that (i) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (ii) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
- h. that the undersigned acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

RETURN INSTRUCTIONS

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT PRIOR TO THE VOTING DEADLINE. YOU MAY SUBMIT YOUR BALLOT VIA FIRST CLASS MAIL TO:

**ConvergeOne
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422**

VIA OVERNIGHT COURIER OR HAND DELIVERY TO:

**ConvergeOne
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005**

OR VIA THE CLAIMS AND NOTICING AGENT'S ONLINE BALLOTING PORTAL:

[HTTPS://EPIQWORKFLOW.COM/CASES/C1HEBALLOT](https://epiqworkflow.com/cases/c1heballot). FOLLOW THE INSTRUCTIONS TO SUBMIT YOUR BALLOT.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Claims and Noticing Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted via facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive. Creditors who cast a Ballot using the Claims and Noticing Agent's online portal should NOT also submit a paper ballot.

If the Claims and Noticing Agent does not actually receive this Ballot on or before April 17, 2024, at 4:00 p.m., prevailing Central Time, your vote transmitted via this Ballot may be counted toward Confirmation of the Plan only in the Company's sole and absolute discretion.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (877) 295-6914 (U.S. OR CANADA) OR +1 (971) 290-2761 AND REQUEST TO HAVE A MEMBER OF THE SOLICITATION TEAM CONTACT YOU OR EMAIL C1-INFO@EPIQGLOBAL.COM.

INSTRUCTIONS FOR COMPLETING THIS BALLOT:

1. To ensure that your vote is counted, this Ballot must be properly completed, executed, and delivered (a) via first class mail to ConvergeOne c/o Epiq Ballot Processing, P.O. Box 4422, Beaverton, OR 97076-4422, (b) via overnight courier or hand delivery to ConvergeOne c/o Epiq Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005, or (c) via the Claims and Noticing Agent's online balloting portal on <https://epiqworkflow.com/cases/C1HEBALLOT>, so that this Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m., prevailing Central Time, on April 17, 2024.
2. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed will **NOT** be counted unless the Company otherwise determines.
3. To vote, you **MUST** deliver your completed Ballot (whether via mail, overnight courier, hand delivery, or electronically on the Claims and Noticing Agent's website) so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m., prevailing Central Time, on April 17, 2024.**
4. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted unless the Company otherwise determines. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.
5. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.
6. If you deliver multiple Class 3 Ballots to the Claims and Noticing Agent, **ONLY** the last properly executed Class 3 Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Class 3 Ballot(s).
7. You must vote all of your Claims in Class 3 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Class 3 Claims, the Company may direct the Claims and Noticing Agent to aggregate those Claims for the purpose of counting votes.
8. If you vote to accept the Plan, you may not opt out of the Third-Party Release. If you vote to accept the Plan and complete the Third-Party Release Opt Out in Item 2, your "opt out" election will be ineffective.
9. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim, or an assertion or admission of a Claim, in the Chapter 11 Cases.
10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
11. **SIGN AND DATE** your Ballot.⁴ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any

⁴ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and,

unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

12. If your Class 3 Claim is held in multiple accounts, you may receive more than one Class 3 Ballot coded for each such account for which your Class 3 Claims are held. Each Class 3 Ballot votes only your Class 3 Claim(s) indicated on that Class 3 Ballot. Accordingly, complete and return each Ballot you receive.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT BY EMAILING C1-INFO@EPIQGLOBAL.COM AND REFERENCING “CONVERGEONE” IN THE SUBJECT LINE, OR BY CALLING (877) 295-6914 (U.S. OR CANADA) OR +1 (971) 290-2761 (INTERNATIONAL) AND REQUESTING TO HAVE A MEMBER OF THE SOLICITATION TEAM CONTACT YOU.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

if required or requested by the Claims and Noticing Agent, the Company, the Company’s counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

Exhibit A

Subject to the terms and conditions of the Plan, you will receive the following treatment if the Plan is consummated:

Class 3	First Lien Claims	Except to the extent that a Holder of an Allowed First Lien Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of (including any Liens related thereto) each Allowed First Lien Claim, each Holder of an Allowed First Lien Claim (or its designated Affiliate, managed fund or account or other designee) shall receive on the Effective Date its elected Pro Rata share of (which elections shall be (i) adjusted on a Pro Rata basis (in accordance with the Adjustment (as defined in the Backstop Agreement) as calculated pursuant to the Backstop Agreement), as necessary, so that participation in each recovery option is equal to 50% of the First Lien Claims) (x) the Takeback Term Loan Recovery Option, or (y) the Rights Offering Rights and Takeback Term Loan Recovery Option. In the event that a Holder of a First Lien Claim fails to timely elect its recovery option, it shall be deemed to have elected the Rights Offering Rights and Takeback Term Loan Recovery Option.
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Exhibit 3

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

In re:

CONVERGEONE HOLDINGS, INC., *et al.*,¹

Debtors.

)

) Chapter 11

)

) IMPORTANT: No chapter 11 case has been
) commenced as of the date of distribution of
) this ballot. This ballot is a prepetition
) solicitation of your vote on a prepackaged
) plan of reorganization.

)

) If chapter 11 cases are commenced, the
) debtors will request joint administration of
) such cases.

**BALLOT FOR VOTING ON THE JOINT PREPACKAGED CHAPTER 11 PLAN OF
REORGANIZATION OF CONVERGEONE HOLDINGS, INC. AND ITS DEBTOR AFFILIATES**

CLASS 4 - SECOND LIEN CLAIMS

PLEASE CAREFULLY READ – YOUR RESPONSE IS REQUIRED BY APRIL 17, 2024

- PLEASE FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE *JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF CONVERGEONE HOLDINGS, INC. AND ITS DEBTOR AFFILIATES* (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE “**PLAN**”)² FOR CONVERGEONE HOLDINGS, INC., ET AL. (THE “**COMPANY**”) INCLUDED WITH THIS BALLOT **BEFORE** COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN **ARTICLE VIII** OF THE PLAN). THE PLAN IS SUBJECT TO BANKRUPTCY COURT APPROVAL.
- THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY EPIQ CORPORATE RESTRUCTURING, LLC (THE “**CLAIMS AND NOTICING AGENT**”) PRIOR TO **4:00 P.M., PREVAILING CENTRAL TIME, ON APRIL 17, 2024** (THE “**VOTING DEADLINE**”).
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT C1-INFO@EPIQGLOBAL.COM AND REFERENCE “CONVERGEONE” IN THE SUBJECT

¹ The proposed debtors in these contemplated Chapter 11 Cases, together with the last four digits of each proposed 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 Company’s service address in the proposed Chapter 11 Cases will be 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

LINE, OR CALL (877) 295-6914 (U.S. OR CANADA) OR +1 (971) 290-2761 (INTERNATIONAL) AND REQUEST TO HAVE A MEMBER OF THE SOLICITATION TEAM CONTACT YOU.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.
- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE VIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan, as set forth in the Disclosure Statement. The Company anticipates filing for protection under title 11 of the United States Code (the “**Bankruptcy Code**”) on April 3, 2024 (the “**Petition Date**”) with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) and will seek to consummate the Restructuring Transactions through the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. Pursuant to the Bankruptcy Code, a voting class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. The Plan then would be binding on all Holders of Second Lien Claims in Class 4, among others. Subject to the terms and conditions of the Plan, you will receive the treatment identified in Exhibit A. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan. You may wish to seek legal advice concerning the proposals related to the Plan.**

You have received this Ballot because the list of recordholders maintained by the applicable Agents/Trustees indicates that you are a Holder of an Allowed Claim in Class 4 as of **April 1, 2024** (the “**Voting Record Date**”) and as set forth in Item 1 of the Ballot. Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of such Claim or Claims.

The Disclosure Statement, the Plan, and certain other materials (the “**Solicitation Package**”) have been mailed with this Ballot. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain elections and certifications with respect thereto. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent immediately.

To have your vote to either accept or reject the Plan count, you must properly complete and return this Ballot so that the Claims and Noticing Agent actually receives it on or before the Voting Deadline.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH A CLAIM.

VOTING — COMPLETE THIS SECTION**Item 1. Principal Amount of Claims**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Allowed Claims in Class 4 as set forth below (your “**Claims**”). You must check the applicable box in the right-hand columns below to “accept” or “reject” the Plan.

Please note that you are voting all of your Claims in Class 4 either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes below, your vote will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

Prior to voting on the Plan, please note that if you vote to accept the Plan, you will be deemed to have consented to the Third-Party Release (set forth in Item 2 of this Ballot and Article VIII.D of the Plan).

The Holder of the Class 4 Claims listed below votes to (*please check one and only one box for all Claims*):

Master Account: [List Master Name]				
Investor: [List Fund]				
Voting Class	Description	Amount	Vote to Accept the Plan	Vote to Reject the Plan
Class 4 (Second Lien Claims)				
Class 4	Second Lien Claims	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

Item 2. Important Information Regarding the Debtor Release, Third-Party Release, Exculpation, and Injunction Discharge

The Plan includes the following release, exculpation, and injunction provisions:³

Article VIII.C: Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, and except as expressly provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors and the Estates, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the PVKG Notes Purchase Agreement, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, consummation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facilities Documents, the Governance Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding the foregoing, nothing in this Article VIII.C shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors.

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to Confirmation of the Plan; (2) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring and implementing the Plan; (3) a good faith settlement and compromise of the Claims released by the Debtor Release; (4) in the best interests of the Debtors and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D: Releases by Third Parties.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or an Affiliate of a Debtor, the PVKG Notes Purchase Agreement, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, consummation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the

Plan, the Exit Facilities Documents, the Governance Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party (other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date), from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E: Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim whether direct or derivate related to any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases from the Petition Date to the Effective Date, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan, the Plan Supplement, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the solicitation of votes for the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, except for Claims related to any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or actual fraud, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan and the Confirmation Order.

The Exculpated Parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with applicable law with respect to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article VIII.F: Injunction.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, and each of their successors and assigns, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan in relation to any Claim or Interest that is extinguished, discharged, or released pursuant to the Plan.

Except as otherwise expressly provided in the Plan, the Definitive Documents, or the Confirmation Order, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation pursuant to Article VIII, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Exculpated Parties, and/or the Released Parties:

- a. commencing, conducting, or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
- b. enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or Order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
- c. creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action;
- d. except as otherwise provided under the Plan, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and
- e. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released or settled pursuant to the Plan or the Confirmation Order.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action related to the Chapter 11 Cases prior to the Effective Date, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Restructuring Transactions, the Governance Documents, the Backstop Agreement, the Rights Offering, the Rights Offering Documents, the ABL DIP Facility, the Term DIP Facility, the DIP Orders, the Disclosure Statement, the Plan, the Plan Supplement, the PVKG Notes Purchase Agreement, or any transaction related to the Restructuring, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other

avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, without regard to whether such Person or Entity is a Releasing Party, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action. The injunction in the Plan shall extend to any successors and assigns of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan, the Confirmation Order, or under any other Definitive Document or other document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan and the Confirmation Order from bringing an action to enforce the terms of the Plan, the Confirmation Order, the Definitive Documents, or such document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan and the Confirmation Order.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

Certain defined terms with respect to the Third-Party Release are set forth below:

UNDER THE PLAN, “**RELEASED PARTY**” MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, IN EACH CASE IN THEIR CAPACITIES AS SUCH: (A) THE DEBTORS; (B) THE REORGANIZED DEBTORS; (C) THE ABL DIP LENDERS; (D) THE TERM DIP LENDERS; (E) THE CONSENTING STAKEHOLDERS; (F) THE SECOND LIEN CONSENTING LENDERS; (G) THE INVESTORS; (H) THE AGENTS/TRUSTEES; (I) ALL RELEASING PARTIES; AND (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH (I); *PROVIDED, HOWEVER, THAT, IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASED PARTY IF IT (I) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN IF PERMITTED TO OPT OUT; OR (II) FILES WITH THE BANKRUPTCY COURT AN OBJECTION TO THE PLAN, INCLUDING THE RELEASES, THAT IS NOT CONSENSUALLY RESOLVED BEFORE CONFIRMATION OR SUPPORTS ANY SUCH OBJECTION OR OBJECTOR.*

UNDER THE PLAN, “**RELEASING PARTY**” MEANS, COLLECTIVELY, AND IN EACH CASE IN THEIR CAPACITIES AS SUCH: (A) THE DEBTORS; (B) THE REORGANIZED DEBTORS; (C) THE ABL DIP LENDERS; (D) THE TERM DIP LENDERS; (E) THE CONSENTING STAKEHOLDERS; (F) THE SECOND LIEN CONSENTING LENDERS; (G) THE INVESTORS; (H) THE AGENTS/TRUSTEES; (I) ALL HOLDERS OF CLAIMS THAT VOTE TO ACCEPT THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ARE DEEMED TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE NOTICE OF NON-VOTING STATUS INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ARE DEEMED TO

REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE NOTICE OF NON-VOTING STATUS INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (L) ALL HOLDERS OF CLAIMS WHO ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (M) ALL HOLDERS OF CLAIMS WHO VOTE TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (N) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH (M).

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

PLEASE TAKE NOTICE THAT PARTIES RECEIVING THIS BALLOT THAT DO NOT VOTE TO ACCEPT THE PLAN MAY CHECK THE BOX BELOW TO OPT OUT OF THE THIRD-PARTY RELEASE.

☐ Opt Out of the Third-Party Release

Item 3. Certification, Ballot Completion, and Delivery Instructions

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Company:

- a. that, as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claims as set forth in Item 1; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims as set forth in Item 1;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has cast the same vote with respect to all Claims in Class 4;
- d. that no other Class 4 Ballots have been cast by the undersigned or, if any other Class 4 Ballots have been cast with respect to such Claims, then any such earlier Class 4 Ballots voting those Claims are hereby revoked;
- e. that the undersigned acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the undersigned's Class 4 Claims;
- f. that the undersigned understands and, if accepting the Plan, agrees with the treatment provided for its Class 4 Claims under the Plan;
- g. that the undersigned acknowledges and understands that (i) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (ii) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
- h. that the undersigned acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

RETURN INSTRUCTIONS

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT PRIOR TO THE VOTING DEADLINE. YOU MAY SUBMIT YOUR BALLOT VIA FIRST CLASS MAIL TO:

**ConvergeOne
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422**

VIA OVERNIGHT COURIER OR HAND DELIVERY TO:

**ConvergeOne
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005**

OR VIA THE CLAIMS AND NOTICING AGENT'S ONLINE BALLOTING PORTAL:

[HTTPS://EPIQWORKFLOW.COM/CASES/C1HEBALLOT](https://epiqworkflow.com/cases/c1heballot). FOLLOW THE INSTRUCTIONS TO SUBMIT YOUR BALLOT.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Claims and Noticing Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted via facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive. Creditors who cast a Ballot using the Claims and Noticing Agent's online portal should NOT also submit a paper ballot.

If the Claims and Noticing Agent does not actually receive this Ballot on or before April 17, 2024, at 4:00 p.m., prevailing Central Time, your vote transmitted via this Ballot may be counted toward Confirmation of the Plan only in the Company's sole and absolute discretion.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (877) 295-6914 (U.S. OR CANADA) OR +1 (971) 290-2761 AND REQUEST TO HAVE A MEMBER OF THE SOLICITATION TEAM CONTACT YOU OR EMAIL C1-INFO@EPIQGLOBAL.COM.

INSTRUCTIONS FOR COMPLETING THIS BALLOT:

1. To ensure that your vote is counted, this Ballot must be properly completed, executed, and delivered (a) via first class mail to ConvergeOne c/o Epiq Ballot Processing, P.O. Box 4422, Beaverton, OR 97076-4422, (b) via overnight courier or hand delivery to ConvergeOne c/o Epiq Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005, or (c) via the Claims and Noticing Agent's online balloting portal on <https://epiqworkflow.com/cases/C1HEBALLOT>, so that this Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m., prevailing Central Time, on April 17, 2024.
2. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed will **NOT** be counted unless the Company otherwise determines.
3. To vote, you **MUST** deliver your completed Ballot (whether via mail, overnight courier, hand delivery, or electronically on the Claims and Noticing Agent's website) so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m., prevailing Central Time, on April 17, 2024.**
4. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted unless the Company otherwise determines. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.
5. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.
6. If you deliver multiple Class 4 Ballots to the Claims and Noticing Agent, **ONLY** the last properly executed Class 4 Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Class 4 Ballot(s).
7. You must vote all of your Claims in Class 4 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Class 4 Claims, the Company may direct the Claims and Noticing Agent to aggregate those Claims for the purpose of counting votes.
8. If you vote to accept the Plan, you may not opt out of the Third-Party Release. If you vote to accept the Plan and complete the Third-Party Release Opt Out in Item 2, your "opt out" election will be ineffective.
9. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim, or an assertion or admission of a Claim, in the Chapter 11 Cases.
10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

11. **SIGN AND DATE** your Ballot.⁴ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.
12. If your Class 4 Claim is held in multiple accounts, you may receive more than one Class 4 Ballot coded for each such account for which your Class 4 Claims are held. Each Class 4 Ballot votes only your Class 4 Claim(s) indicated on that Class 4 Ballot. Accordingly, complete and return each Ballot you receive.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT BY EMAILING C1-INFO@EPIQGLOBAL.COM AND REFERENCING “CONVERGEONE” IN THE SUBJECT LINE, OR BY CALLING (877) 295-6914 (U.S. OR CANADA) OR +1 (971) 290-2761 (INTERNATIONAL) AND REQUESTING TO HAVE A MEMBER OF THE SOLICITATION TEAM CONTACT YOU.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

⁴ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Company, the Company's counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

Exhibit A

Subject to the terms and conditions of the Plan, you will receive the following treatment if the Plan is consummated:

Class 4	Second Lien Claims	Except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of (including any Liens related thereto) each Allowed Second Lien Claim, on the Effective Date each Holder of an Allowed Second Lien Claim (or its designated Affiliate, managed fund or account or other designee) shall receive its Pro Rata share of the 4.375% of the New Equity Interests issued on the Effective Date (subject to dilution only by the Management Incentive Plan Pool).
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Exhibit 4

CONVERGEONE HOLDINGS, INC.

ELECTION/SUBSCRIPTION FORM

PLAN TREATMENT ELECTION FOR ALLOWED FIRST LIEN CLAIMS

SUBSCRIPTIONS FOR RIGHTS OFFERING

The “Election/Subscription Expiration Deadline” is 5:00 p.m. New York City Time on April 26, 2024.

ALL HOLDERS OF ALLOWED FIRST LIEN CLAIMS SHOULD COMPLETE AND RETURN THIS ELECTION/SUBSCRIPTION FORM AND THE ELECTION/SUBSCRIPTION SPREADSHEET BY THE ELECTION/SUBSCRIPTION EXPIRATION DEADLINE .

Each holder of an Allowed First Lien Claim,¹ as of April 1, 2024 (the “Rights Offering Record Date”), should duly complete and execute this Election/Subscription Form and accompanying spreadsheet (the “Election/Subscription Spreadsheet” and, together with the Election/Subscription Form and accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, the “Election/Subscription Documents”) and return such Election/Subscription Documents to Epiq Corporate Restructuring, LLC (the “Subscription Agent”) on or before the Election/Subscription Expiration Deadline in the manner described below.

Holders of Allowed First Lien Claims are being asked to make an election for their Class 3 treatment and elect to receive either (a) the Takeback Term Loan Recovery Option or (b) the Rights Offering Rights and Takeback Term Loan Recovery Option. Any holder that does not make a specific election shall be deemed to have elected the Rights Offering Rights and Takeback Term Loan Recovery Option. Each Holder that elects or is deemed to elect the Rights Offering Rights and Takeback Term Loan Recovery Option and is otherwise an Eligible Offeree will receive Subscription Rights and be entitled to purchase Rights Offering Shares as set forth in the Omnibus Procedures.

Holders of Allowed First Lien Claims must deliver their Election/Subscription Documents to the Subscription Agent via email (in password-protected PDF or Excel attachments) to Registration@epiqglobal.com (please reference “ConvergeOne” in the subject line) on or before the Election/Subscription Expiration Deadline.

Any Holders of Allowed First Lien Claims that are Backstop Investors and wish to designate an affiliate to receive their Takeback Term Loans, Term DIP Facility Claims and/or their Subscription Rights, as applicable, must provide such designee’s information in accordance with the Omnibus Procedures where indicated in the Election/Subscription Spreadsheet.

Payment of Rights Offering Purchase Price: Holders of Allowed First Lien Claims that elect or are deemed to elect the Rights Offering Rights and Takeback Term Loan Recovery Option, wish to exercise their Subscription Rights and are not Backstop Investors must coordinate payment of the Aggregate Purchase Price for receipt in accordance with Item 4 herein on or before the Subscription Funding Deadline. Backstop Investors must deliver the Aggregate Purchase Price by the deadline specified in the Backstop Funding Notice delivered pursuant to the terms of the Backstop Agreement.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Election and Rights Offering Procedures (the “Omnibus Procedures”), and if not defined in the Omnibus Procedures, shall have the meanings ascribed to such terms in the Plan (as defined in the Omnibus Procedures), the Disclosure Statement (as defined in the Omnibus Procedures) or the Backstop Agreement, as amended (as defined in the Omnibus Procedures).

The Subscription Rights corresponding to an Allowed First Lien Claim will trade together with, and be evidenced by, such underlying Allowed First Lien Claim, until the Election/Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying First Lien Claim and compliance with applicable securities law.

Please consult the Plan, the Disclosure Statement and the Omnibus Procedures for additional information with respect to the Plan treatment election, the Takeback Term Loans, Term DIP Facility Claims, the Rights Offering, and this Election/Subscription Form.

If you have any questions, please contact the Subscription Agent by emailing Registration@epiqglobal.com (please reference “ConvergeOne” in the subject line).

SUBJECT TO THE TERMS AND CONDITIONS OF THE OMNIBUS PROCEDURES (AND THE BACKSTOP AGREEMENT IN THE CASE OF ANY BACKSTOP INVESTOR), ALL ELECTIONS SET FORTH IN THE ELECTION/SUBSCRIPTION DOCUMENTS ARE IRREVOCABLE ONCE DELIVERED TO THE SUBSCRIPTION AGENT.

All holders of Allowed First Lien Claims are being asked to complete the information required by Item 1 (Election/Subscription Instructions) regardless of whether they desire to participate in the Rights Offering.

Item 1. Election/Subscription Instructions.

Pursuant to and subject to the provisions of the Plan, the Holders of an Allowed First Lien Claim may elect to receive their share of (which elections shall be adjusted on a *pro rata* basis, based on oversubscription, as necessary, so that participation in each recovery option is capped at 50% of Class 3) (x) the Takeback Term Loan Recovery Option or (y) the Rights Offering Rights and Takeback Term Loan Recovery Option by marking the applicable option in the Election/Subscription Spreadsheet.

In the event that a Holder of an Allowed First Lien Claim fails to timely elect its recovery in accordance with the procedures set forth in the Subscription/Election Documents, it shall receive the Rights Offering Rights and Takeback Term Loan Recovery Option, subject to the adjustment noted above.

All instructions with respect to (x) the Takeback Term Loan Recovery Option or (y) the Rights Offering Rights and Takeback Term Loan Recovery Option must be made in the Election/Subscription Spreadsheet, which must be submitted along with the completed Election/Subscription Form, as described below.

If you did not receive the Election/Subscription Spreadsheet, please contact the Subscription Agent at Registration@epiqglobal.com (please reference “ConvergeOne” in the subject line).

If you elect the Takeback Term Loan Recovery Option, you must mark the Takeback Term Loan Recovery Option where indicated in the Election/Subscription Spreadsheet. If you elect the Rights Offering Rights and Takeback Term Loan Recovery Option, you must mark the Rights Offering Rights and Takeback Term Loan Recovery Option where indicated in the Election/Subscription Spreadsheet.

Item 2. Calculation and Payment of the Subscription Price, if applicable.

Each holder of an Allowed First Lien Claim that is not a Backstop Investor must **review the calculation of its Aggregate Purchase Price** in connection with the Rights Offering Rights and Takeback Term Loan Recovery Option election in the Election/Subscription Spreadsheet and arrange

for payment as detailed in Item 4 to be received on or before the Subscription Funding Deadline in accordance with the Subscription Funding Notice that will be delivered promptly following the Election/Subscription Deadline. Backstop Investors must deliver the Aggregate Purchase Price by the deadline specified in the Backstop Funding Notice delivered pursuant to the terms of the Backstop Agreement.

PLEASE NOTE: NO EXERCISE OF SUBSCRIPTION RIGHTS BY A HOLDER OF AN ALLOWED FIRST LIEN CLAIM THAT IS NOT A BACKSTOP INVESTOR WILL BE VALID UNLESS THE AGGREGATE PURCHASE PRICE IS PAID ON OR BEFORE THE SUBSCRIPTION FUNDING DEADLINE. HOLDERS THAT ARE BACKSTOP INVESTORS MUST DELIVER THE APPROPRIATE FUNDING IN ACCORDANCE WITH THE BACKSTOP FUNDING NOTICE DELIVERED PURSUANT TO BACKSTOP AGREEMENT.

EVEN IF YOU ELECT TO RECEIVE THE TAKEBACK TERM LOAN RECOVERY OPTION, YOU MAY RECEIVE SUBSCRIPTION RIGHTS PURSUANT TO THE PLAN. THEREFORE, PLEASE COMPLETE ALL OF THE INFORMATION AS PROVIDED BELOW IF YOU WISH TO SUBSCRIBE AND PURCHASE RIGHTS OFFERING SHARES PURSUANT TO THE TERMS OF THE PLAN AND RIGHTS OFFERING.

Item 3. Backstop Investor Representation.

Backstop Investors should identify themselves in the Election/Subscription Spreadsheet. For Holders of Allowed First Lien Claims that are Backstop Investors, payment of the Aggregate Purchase Price shall ONLY be made by wire transfer of immediately available funds directly to the account specified in the Backstop Funding Notice delivered pursuant to the Backstop Agreement.

Item 4. Subscription Payment Instructions.

Holders of Allowed First Lien Claims that elect to participate in the Rights Offering and are not Backstop Investors must coordinate and/or arrange for payment of the Aggregate Purchase Price for any Subscription Rights exercised, as calculated in accordance with the Election/Subscription Spreadsheet, to the Subscription Agent in accordance with the wire instructions set forth in the Subscription Funding Notice.

Item 5. Wire Refund.

Any holder of an Allowed First Lien Claim that elects to participate in the Rights Offering (and/or any affiliate designee that is making any payment in respect of any such election) MUST provide its wire refund details in the Election/Subscription Spreadsheet in case any refund is needed.

Item 6. Term Loan Delivery Information.

The Debtors intend that any Takeback Term Loans and/or Term DIP Facility Claims will be reflected on the register of the Takeback Term Loans and/or Term DIP Facility Claims maintained by the respective administrative agent. Additional "KYC" details for any new lender party may be needed by the administrative agent. Please include any relevant details in the Election/Subscription Spreadsheet.

Item 7. Registration Details for New Interests.

The Debtors intend that the Rights Offering Shares will be issued in book-entry form on the books and records of the transfer agent directly to each Eligible Offeree or its affiliate designee(s) and such holder or its affiliate designee(s) will be the holder of record.

Please indicate in the Election/Subscription Spreadsheet the registration details for each party, regardless of whether such party has elected to participate in the Rights Offering. The following details must be provided in the Election/Subscription Spreadsheet for each Eligible Offeree (and/or its affiliate designee(s)) to receive Rights Offering Shares under the Plan:

Registration Name Line 1 (Maximum 35 Characters) _____

Registration Name Line 2 (Maximum 35 Characters) (if needed) _____

Address 1 _____

Address 2 _____

City, State, Postal Code _____

Telephone _____

Email _____

U.S. Federal Tax Ein/SSN (if applicable) and

- Indicate if U.S. person and provide IRS Form W-9; or

- Indicated if non-U.S. Person and provide applicable IRS Form W-8

Item 8. Disclosures, Requirements, and Certifications for Holders of Allowed First Lien Claims.

Each Holder of an Allowed First Lien Claim **MUST** review and submit the disclosures, requirements, certifications and questionnaire included in **Exhibit A** hereto, with the relevant responses included in the Election/Subscription Spreadsheet.

Item 9. Certification and Signature.

This signature page may be executed by a fund manager on behalf of multiple sub-funds.

The undersigned hereby certifies that (a) the undersigned was the beneficial holder of the Allowed First Lien Claim above as of the date below, or the authorized signatory (the “**Authorized Signatory**”) of such beneficial holder acting on behalf of such holder, (b) the holder has reviewed a copy of the Plan, the Disclosure Statement, and the Omnibus Procedures, (c) the holder understands that the exercise of any Subscription Rights is subject to all of the terms and conditions set forth in the Plan, the Omnibus Procedures, and, if applicable, the Backstop Agreement, and (d) the relevant responses in the Election/Subscription Spreadsheet, in response to the Accredited Investor Questionnaire included in **Exhibit A** hereto.

The holder of an Allowed First Lien Claim (or the Authorized Signatory on behalf of such holder) acknowledges that, by executing this Election/Subscription Form, the holder named below (1) has made all of the elections set forth in the Election/Subscription Spreadsheet and (2) will be bound to pay the Aggregate Purchase Price to which it has subscribed and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 10. Delivery Information.

Please deliver the completed Election/Subscription Form and Election/Subscription Spreadsheet (with the appropriate IRS Forms W-9 or W-8, as applicable, including for any affiliate designee) via email (in password-protected PDF or Excel attachments) to the Subscription Agent to:

Registration@epiqglobal.com
(please reference “ConvergeOne” in the subject line).

The Subscription Agent intends to confirm receipt of each email delivery in due course. If you do not receive a timely confirmation, please send an email *without attachments* to request assistance.

Delivery of the Election/Subscription Form and Election/Subscription Spreadsheet to any person other than the Subscription Agent as detailed above does not constitute valid delivery.

The Election/Subscription Expiration Deadline is 5:00 p.m. New York City Time on April 26, 2024.

EXHIBIT A**ACCREDITED INVESTOR QUESTIONNAIRE**

To exercise Subscription Rights, any Holder of an Allowed First Lien Claim submitting this Election/Subscription Form (or its affiliate designee(s)) must represent and warrant that it is either (a) a “qualified institutional buyer,” as such term is defined in Rule 144A under the Securities Act of 1933, as amended, or (b) an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended, or an entity in which all of the equity investors are institutional “accredited investors.”

Accordingly, each Holder of an Allowed First Lien Claim (or its affiliate designee(s)) must complete the questionnaire shown below via the Election/Subscription Spreadsheet for each such Holder of an Allowed First Lien Claim and/or each affiliate designee of such Holder of an Allowed First Lien Claim.

IN ORDER FOR A HOLDER OF AN ALLOWED FIRST LIEN CLAIM TO RECEIVE RIGHTS OFFERING SHARES, SUCH HOLDER OF AN ALLOWED FIRST LIEN CLAIM MUST CERTIFY THE INFORMATION ON THIS ACCREDITED INVESTOR QUESTIONNAIRE IN THE ELECTION/SUBSCRIPTION SPREADSHEET. ANY HOLDER OF AN ALLOWED FIRST LIEN CLAIM OR ITS AFFILIATE DESIGNEE(S) THAT INDICATES “NO” IN QUESTION 1 BELOW IS NOT ELIGIBLE TO RECEIVE RIGHTS OFFERING SHARES.

QUESTION

Mark one (but not more than one) answer of either “Yes” or “No” in response to the following question in the Election/Subscription Spreadsheet:

1. As of the Rights Offering Record Date, is the Holder of an Allowed First Lien Claim submitting this Election/Subscription Form (and/or its affiliate designee(s)) a Qualified Institutional Buyer or an Institutional Accredited Investor and is such holder (and/or its affiliate designee(s)) acquiring the New Equity Interests for its own account?

If you marked “Yes” in the Election/Subscription Spreadsheet in response to this question, please indicate in the Election/Subscription Spreadsheet which category the holder (and/or its affiliate designee(s)) falls under (e.g., Qualified Institutional Buyer or Institutional Accredited Investor under clauses (1), (2), (3) or (7) of the definition of Institutional Accredited Investor below).

“Qualified Institutional Buyer” means:

(i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

- (A) Any insurance company as defined in section 2(a)(13) of the Act;
- (B) Any investment company registered under the Investment Company Act or any business development company as defined in section 2(a)(48) of that Act;
- (C) Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- (D) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) Any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (a)(1)(i)(D) or (E) of this section, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) Any business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(H) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in section 3(a)(2) of the Act or a savings and loan association or other institution referenced in section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company, or Massachusetts or similar business trust;

(I) Any investment adviser registered under the Investment Advisers Act; and

(J) Any institutional accredited investor, as defined in rule 501(a) under the Act, of a type not listed in paragraphs (a)(1)(i)(A) through (I) or paragraphs (a)(1)(ii) through (vi).

(ii) Any dealer registered pursuant to section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, *provided, that* securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;

(iii) Any dealer registered pursuant to section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

(iv) Any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. Family of investment companies means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(v) Any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) Any bank as defined in section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the Rule in the case of a U.S. bank or savings and loan association, and

not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

Institutional “Accredited Investor” (pursuant to Rule 501(a)(1), (2), (3) or (7) promulgated under the Act) means any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

- (1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000; and
- (4) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

Exhibit 5

CONVERGEONE HOLDINGS, INC.

ELECTION AND RIGHTS OFFERING PROCEDURES

Holders of Allowed First Lien Claims are being asked to make an election for their Class 3 treatment and elect to receive either (a) the Takeback Term Loan Recovery Option or (b) the Rights Offering Rights and Takeback Term Loan Recovery Option. Each Holder that elects or is deemed to elect the Rights Offering Rights and Takeback Term Loan Recovery Option and is otherwise an Eligible Offeree¹ will receive Subscription Rights and be entitled to purchase Rights Offering Shares as set forth in these Rights Offering Procedures. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Plan or the Backstop Agreement (each as defined herein).

Holders of Allowed First Lien Claims should complete the Election/Subscription Form (defined below) regardless of whether they desire to participate in the Rights Offering in order to elect their Class 3 treatment.

Each Rights Offering Share (other than any Unsubscribed Share purchased by the Backstop Investors² party to the Backstop Agreement (the “Backstop Investors”) in accordance with the Backstop Agreement) is being distributed and issued by PVKG Investment Holdings, Inc. without registration under the Securities Act of 1933, as amended (the “Securities Act”), or any state or local law requiring registration for offer and sale of a security, in reliance upon the exemption provided in section 1145 of the Bankruptcy Code.

No Subscription Rights may be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the Subscription Rights, the Rights Offering Shares, the Allowed First Lien Claims and any related claims), except in connection with a proportional transfer by a Holder of an Allowed First Lien Claim of such underlying Claim.

None of the Subscription Rights or Rights Offering Shares issuable upon exercise of such rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act, or any State or local law requiring registration for offer or sale of a security, and no Rights Offering Share may be sold or transferred except pursuant to an effective registration statement or exemption from registration under the Securities Act. Any Holder of an Allowed First Lien Claim that subscribes for Rights Offering Shares (each, a “Subscriber”)

¹ As set forth in the Plan, “Eligible Offeree” means, collectively, each Holder of a First Lien Claim (or, in the case of a Backstop Investor, its designated Affiliate, managed fund or account or other designee, in accordance with the terms of the Backstop Agreement) that (x) elects the Rights Offering Rights and Takeback Term Loan Recovery Option and (y) is either (a) a “qualified institutional buyer,” as such term is defined in Rule 144A under the Securities Act of 1933, as amended, or (b) an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), or (3) or (7) under the Securities Act of 1933, as amended, or an entity in which all of the equity investors are institutional “accredited investors” (which, in the case of (a) and (b), for the avoidance of doubt, may not include any natural person). For the avoidance of doubt, each Backstop Investor is an Eligible Offeree.

² As set forth in the Plan, “Backstop Investors” means the Holders of First Lien Claims that are party to the Backstop Agreement (or their designated Affiliate(s), managed fund(s) or account(s) or other designee(s) in accordance with the Backstop Agreement). For the avoidance of doubt, each Backstop Investor must be (a) a “qualified institutional buyer,” as such term is defined in Rule 144A under the Securities Act of 1933, as amended, or (b) an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), or (3) or (7) under the Securities Act of 1933, as amended, or an entity in which all of the equity investors are institutional “accredited investors” (which, in the case of (a) and (b), for the avoidance of doubt, may not include any natural person).

and is deemed an “underwriter” under section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell those securities. Resale restrictions are discussed in more detail in Section XI of the Disclosure Statement, entitled “Certain Securities Law Matters.”

The Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The Election/Subscription Form and the related customized spreadsheet (the “Election/Subscription Spreadsheet”) and all other required documentation to participate in the Rights Offering must be completed and timely submitted, which must be actually and timely received by the Subscription Agent in no event later than the Election/Subscription Deadline, and payment of the Aggregate Purchase Price for such Subscription Rights must be made by the Subscription Funding Deadline, in each case, in accordance with the Subscription Funding Notice and all terms and conditions set forth in the Rights Offering Procedures and the Election/Subscription Form, as applicable. All questions concerning the timeliness, validity, form, and eligibility of any exercise, or purported exercise of Subscription Rights, shall be determined by the Debtors in consultation with the Requisite Equity Backstop Parties. Any Rights Offering submissions that do not properly comply with the requirements set forth in the Rights Offering Procedures and the Election/Subscription Form will be deemed not to have been received or accepted until all such defects and irregularities have been timely cured or waived in writing by the Debtors (after consulting with the Requisite Equity Backstop Parties). Unless waived by the Debtors in writing, any defects or irregularities must be cured by the Election/Subscription Expiration Deadline in order to participate in the Rights Offering. The Debtors may, in the exercise of their sole discretion, provide notice to Subscribers of defects or irregularities in connection with the submission of such Election/Subscription Forms; provided, that neither the Debtors nor the Requisite Equity Backstop Parties, nor the Reorganized Debtors nor any of their respective employees, Affiliates, or professionals shall incur any liability for giving, or failing to give, such notification and such opportunity to cure. For the avoidance of doubt, the submission of an inaccurate, incomplete, untimely, or otherwise defective Election/Subscription Form or the failure to remit timely and full payment of the Aggregate Purchase Price to the Subscription Agent by the deadline in the Subscription Funding Notice or the Backstop Funding Notice, as applicable, may result in the irrevocable relinquishment and waiver of a Subscriber’s purported right, if any, to participate in the Rights Offering.

Holders of Allowed First Lien Claims³ should note the following dates and times relating to the Rights Offering:

Date	Calendar Date	Event
Record Date	April 1, 2024	The date fixed by these Election and Rights Offering Procedures for the determination of the Election and Subscription Rights of Holders of an Allowed First Lien Claim.
Election/Subscription Commencement Date.....	April 3, 2024	Commencement of the Election and Rights Offering.
Election/Subscription Expiration Deadline	5:00 p.m. New York City Time on April 26, 2024, or such later time as permitted pursuant to the Backstop Agreement	<p>The deadline for (a) Holders of Allowed First Lien Claims to elect between (x) the Takeback Term Loan Recovery Option or (y) the Rights Offering Rights and Takeback Term Loan Recovery Option and (b) Eligible Offerees to subscribe for Rights Offering Shares.</p> <p>To exercise Subscription Rights, Eligible Offerees must: (i) complete and submit the election and subscription exercise form (the “Election/Subscription Form”) and Election/Subscription Spreadsheet, along with all exhibits and annexes thereto (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), each and all of which must be received by Epiq Corporate Restructuring, LLC in its capacity as subscription agent for the Debtors (the “Subscription Agent”) by the Election/Subscription Expiration Deadline; and (ii) no later than the Subscription Funding Deadline (as defined below), execute a wire transfer of the Aggregate Purchase Price for the subscribed-for Rights Offering Shares. Notwithstanding anything to the contrary herein, Eligible Offerees who are Backstop Investors must deliver the Aggregate Purchase Price by the deadline specified in the Backstop Funding Notice delivered pursuant to the terms of the Equity Backstop Commitment Agreement, to be executed after the Petition Date pursuant to the terms of the RSA, by and among PVKG Investment Holdings, Inc., ConvergeOne Holdings, Inc., PVKG Intermediate Holdings, Inc. and the Backstop Investors party thereto, as the same may be</p>

³ As set forth in the Plan, “**First Lien Claims**” means collectively, the First Lien Term Loan Claims, the KL Note Claims, and the PVKG Note Claims.

amended, modified, or amended and restated from time to time in accordance with its terms (the “**Backstop Agreement**”). The Backstop Funding Notice shall be delivered at least five Business Days, but not more than 10 Business Days, before the Effective Date.

Eligible Offerees who are not Backstop Investors must deliver the Aggregate Purchase Price by the Subscription Funding Deadline.

To Holders of First Lien Claims:

On April 3, 2024, the Company began soliciting votes in connection with its contemplated chapter 11 cases and related plan of reorganization (the “**Plan**”), by sending solicitation packages, including the Disclosure Statement (the “**Disclosure Statement**”) to Holders of Class 3 and Class 4 Claims. These contemplated chapter 11 cases are expected to be filed in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”). Pursuant to the Plan:

1. The Holders of a First Lien Claim may elect to receive their share of (which elections shall be adjusted on a *pro rata* basis, based on oversubscription, as necessary, so that participation in each recovery option is capped at 50% of Class 3) (x) the Takeback Term Loan Recovery Option or (y) the Rights Offering Rights and Takeback Term Loan Recovery Option, as described in Section 1 – *Election Procedures* below.
2. Each Eligible Offeree will receive non-certificated Rights to purchase shares of New Equity Interests in connection with the Rights Offering (“**Subscription Rights**”) and may subscribe for its *pro rata* share (calculated based on the aggregate principal amount of Allowed First Lien Claims held by such Eligible Offeree relative to the aggregate principal amount of all Allowed First Lien Claims that exercised or are deemed to have validly exercised the Rights Offering Rights and Takeback Term Loan Recovery Option) for an aggregate Rights Offering size equal to approximately 65% of the New Equity Interests (the “**Rights Offering Shares**”), provided that it (i) timely and properly executes and delivers its Election/Subscription Form and Election/Subscription Spreadsheet (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent in advance of the Election/Subscription Expiration Deadline and (ii) pays the Aggregate Purchase Price as set forth in the paragraph below. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Plan.

No Eligible Offeree shall be entitled to participate in the Rights Offering unless the Aggregate Purchase Price for the Rights Offering Shares it subscribes for is received by the Subscription Agent (i) in the case of an Eligible Offeree that is not a Backstop Investor, by the deadline (the “**Subscription Funding Deadline**”) specified in a written notice (the “**Subscription Funding Notice**”) delivered by or on behalf of the Debtors to such Eligible Offerees within two business days following the determination of the allocation of the Rights Offering Shares and the Aggregate Purchase Price, which Subscription Funding Deadline shall in no event be less than three business days following the issuance of the Subscription Funding Notice, and (ii) in the case of an Eligible Offeree that is a Backstop Investor, by the deadline set in the funding notice (the “**Backstop Funding Notice**”) delivered to such Investor after the Subscription Funding Deadline pursuant to the terms of the Backstop Agreement, subject to a Backstop Investor’s right to exercise its Term DIP Loan Rights and offset, on a dollar-for-dollar basis, its commitments under the Rights Offering and Backstop Agreement (the “**Non-Cash Option**”). No interest is payable on any advanced funding of the Aggregate Purchase Price. To the extent that any Eligible Offeree has validly elected to exercise its Subscription Rights pursuant to the Non-Cash Option, at the Effective Date an applicable amount of such Eligible Offeree’s Term DIP Facility Claims or Takeback Debt (as applicable and as defined in the Plan) shall be automatically forgiven, extinguished, terminated and cancelled in full pursuant to the Plan. If the Rights Offering is terminated for any reason, the Aggregate Purchase Price will be returned promptly in accordance with the wire instructions provided. No interest will be paid on any returned Aggregate Purchase Price.

No Eligible Offeree (except an Eligible Offeree that is also a Backstop Investor) shall be entitled to participate in the Rights Offering unless the Aggregate Purchase Price for the Rights Offering Shares for which it subscribes for is received by the Subscription Agent by the Subscription

Funding Deadline. For all Eligible Offerees (except an Eligible Offeree that is also a Backstop Investor), payment of the Aggregate Purchase Price must be made directly to the Subscription Agent on or before the Subscription Funding Deadline in accordance with the Subscription Funding Notice.

The Backstop Investors have already been designated and are known to the Debtors. The rights and obligations of the Backstop Investors in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth in these Rights Offering Procedures or any Election/Subscription Form. For the avoidance of doubt, each Backstop Investor shall be required to (a) elect the Rights Offering Rights and Takeback Term Loan Recovery Option and (b) exercise its Subscription Rights, in each case, in accordance with the terms of the Backstop Agreement.

In order to participate in the Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Election/Subscription Expiration Deadline, the deadline set forth in the Subscription Funding Notice or deadline set forth in the Backstop Funding Notice, as applicable, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering.

1. Election Procedures

Pursuant to and subject to the provisions of the Plan, the Holders of an Allowed First Lien Claim may elect to receive their share of (which elections shall be adjusted on a *pro rata* basis, based on oversubscription, as necessary, so that participation in each recovery option is capped at 50% of Class 3) (x) the Takeback Term Loan Recovery Option or (y) the Rights Offering Rights and Takeback Term Loan Recovery Option by checking the applicable option in the Election/Subscription Form and the Election/Subscription Spreadsheet.

In the event that a Holder of an Allowed First Lien Claim fails to timely elect its recovery in accordance with the procedures set forth in the Ballot, it shall receive the Rights Offering Rights and Takeback Term Loan Recovery Option, subject to the adjustment noted above.

As set forth herein and in the Plan, each Holder of an Allowed First Lien Claim (or its designated Affiliate, managed fund or account or other designee) that properly exercises its Subscription Rights shall receive such New Equity Interests on the Effective Date.

In order for a Holder of an Allowed First Lien Claim to receive up to its *pro rata* portion of Rights Offering Shares, such holder must make one on the following elections (an “**Election**”) set forth in the Election/Subscription Form by marking the applicable option in the Election/Subscription Spreadsheet:

1. The Takeback Term Loan Recovery Option

-OR-

2. The Rights Offering Rights and Takeback Term Loan Recovery Option.

All holders of First Lien Claims must make an election by submitting an Election/Subscription Form and Election/Subscription Spreadsheet before the Election/Subscription Expiration Deadline, in accordance with the directions in the Election/Subscription Form.

IF YOU DO NOT ELECT A RECOVERY OPTION, YOU WILL RECEIVE THE RIGHTS OFFERING RIGHTS AND TAKEBACK RECOVERY OPTION (SUBJECT TO ADJUSTMENT PURSUANT TO THE TERMS OF THE PLAN).

EVEN IF YOU ELECT TO RECEIVE THE TAKEBACK TERM LOAN RECOVERY OPTION, YOU MAY RECEIVE SUBSCRIPTION RIGHTS PURSUANT TO THE PLAN. THEREFORE, PLEASE COMPLETE ALL OF THE INFORMATION IN THE ELECTION/SUBSCRIPTION FORM IF YOU WISH TO SUBSCRIBE AND PURCHASE RIGHTS OFFERING SHARES PURSUANT TO THE TERMS OF THE PLAN AND RIGHTS OFFERING.

2. Rights Offering; Description of Backstop

Without limitation to the obligations of the Backstop Investors pursuant to the Backstop Agreement, each Eligible Offeree may exercise either all, a portion of, or none of its Rights in exchange for Cash.

Only a Holder of an Allowed First Lien Claim as of the Record Date that is an Eligible Offeree who timely and properly submits all documentation and required payments to the Subscription Agent in accordance with the procedures set forth herein may be deemed eligible to participate in the Rights Offering.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Offeree is entitled to subscribe for Rights Offering Shares up to a maximum aggregate amount which shall not exceed such Eligible Offeree's Maximum Subscription Amount (as defined in the Backstop Agreement). The Subscription Funding Notice shall set forth a purchase price of the actual Rights Offering Shares of such Eligible Offeree (the "**Rights Offering Share Price**"). The product of the Rights Offering Share Price and the number of Rights Offering Shares to be issued to you in the aggregate and payable in cash is referred to herein as the "**Aggregate Purchase Price**". Subject to the terms and conditions set forth in the Plan, these Rights Offering Procedures and the Backstop Agreement, each Backstop Investor has certain obligations with respect to the Rights Offering. In the event of any conflict between these Rights Offering Procedures and the Backstop Agreement with respect to the obligations of the Backstop Investors, the Backstop Agreement shall govern.

There will be no over-subscription privilege in the Rights Offering. The Rights Offering will be backstopped, severally and not jointly, by the Backstop Investors pursuant to the Backstop Agreement. Any Rights Offering Shares that are unsubscribed by the Holders of Allowed First Lien Claims entitled thereto will not be offered to other Holders of Allowed First Lien Claims, but will be purchased by the applicable Backstop Investor in accordance with the Backstop Agreement. Subject to the terms and conditions of the Backstop Agreement, each Backstop Investor has agreed to (i) purchase (on a several and not joint basis) its *pro rata* share of the Rights Offering Shares that are not purchased by Holders of Allowed First Lien Claims that are not Backstop Investors in the Rights Offering (the "**Unsubscribed Shares**") and (ii) exercise (on a several and not joint basis) all Subscription Rights that are issued to it pursuant to the Rights Offering, and duly purchase all Rights Offering Shares issuable to it pursuant to such exercise in accordance with the Backstop Agreement, the Rights Offering Procedures, and the Plan. Pursuant to the terms of the Rights Offering, a Backstop Investor may, at its sole option, exercise its Term DIP Loan Rights and offset, on a dollar-for-dollar basis, its commitments under the Rights Offering pursuant to the terms of the Backstop Agreement.

None of the Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES AND THE BACKSTOP AGREEMENT IN THE CASE OF ANY BACKSTOP INVESTOR, ALL SUBSCRIPTIONS SET FORTH IN ELECTION/SUBSCRIPTION FORM(S)

ARE IRREVOCABLE.

3. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Election/Subscription Expiration Deadline (the “**Subscription Period**”).

Each Eligible Offeree intending to purchase Rights Offering Shares in the Rights Offering must affirmatively elect to exercise its Subscription Rights in the manner set forth in the Election/Subscription Form and Election/Subscription Spreadsheet by the Election/Subscription Expiration Deadline.

Any exercise of Subscription Rights after the Election/Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Election/Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Election/Subscription Expiration Deadline may be extended with the consent of the Requisite Equity Backstop Parties⁴ and the Debtors, or as required by law.

4. Distribution of the Election/Rights Offering Materials

On the Subscription Commencement Date, the Subscription Agent shall distribute, or cause to be distributed, the Election and Rights Offering Procedures, the Election/Subscription Form, and the Election/Subscription Spreadsheet (collectively, the “**Election/Rights Offering Materials**”), to all Holders of Allowed First Lien Claims for any applicable Eligible Offeree identified to the Subscription Agent in advance of the Subscription Commencement Date, together with appropriate instructions for the proper completion, due execution, and timely delivery of the executed Election/Subscription Form and Election/Subscription Spreadsheet, and, in the case of Eligible Offerees that are not Backstop Investors, the payment of the Aggregate Purchase Price for its Rights Offering Shares. The Subscription Agent shall use such information only for purposes consistent with the Rights Offering Procedures and any order of the Bankruptcy Court.

Copies of the Election/Rights Offering Materials may also be obtained by Eligible Offerees by contacting the Subscription Agent via email to Registration@epiqglobal.com (please reference “ConvergeOne” in the subject line).

5. Exercise of Subscription Rights

(a) In order to validly exercise its Subscription Rights, each Eligible Offeree that is not a Backstop Investor must:

- i. return a duly completed and executed Election/Subscription Form and Election/Subscription Spreadsheet (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, together with applicable annexes and exhibits) to the Subscription Agent, so that such documents are actually received by the Subscription Agent by the Election/Subscription Expiration Deadline; and
- ii. in no event later than the Subscription Funding Deadline, pay the Aggregate Purchase Price to

⁴ Refers to the Backstop Investors having an aggregate Equity Backstop Percentage (as defined in the Backstop Agreement) of at least 66.67%.

the Subscription Agent by wire transfer **ONLY** of immediately available funds, in accordance with the wire instructions included in the Subscription Funding Notice.

(b) In order to validly exercise its Election/Subscription Rights, each Eligible Offeree that is a Backstop Investor must:

- i. return a duly completed and executed Election/Subscription Form and Election/Subscription Spreadsheet (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, together with applicable annexes and exhibits) to the Subscription Agent, so that such documents are actually received by the Subscription Agent by the Election/Subscription Expiration Deadline; and
- ii. no later than the date set forth in the Backstop Funding Notice, subject to such Backstop Investor's right to exercise its Term DIP Loan Rights, pay the Aggregate Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the Backstop Funding Notice.

All Backstop Investors must pay their applicable funding amount directly to the funding account or as otherwise permitted or directed by the Backstop Agreement.

All Eligible Offerees must deliver their completed Election/Subscription Form and Election/Subscription Spreadsheet (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, together with applicable annexes and exhibits), and payment of the Aggregate Purchase Price payable for the Rights Offering Shares elected to be purchased by such Eligible Offeree (with respect to the Eligible Offerees that are not Backstop Investors) directly to the Subscription Agent on or before the Subscription Funding Deadline in accordance with the Subscription Funding Notice. In all cases, Eligible Offerees that are Backstop Investors must deliver their payment of the Aggregate Purchase Price, if applicable, payable for the Rights Offering Shares to be received by such Backstop Investor directly to the Subscription Agent in accordance with the Backstop Funding Notice.

Any overpayment in connection with such election will be returned, without interest, to such Eligible Offeree as soon as reasonably practicable in accordance with the wire instructions provided.

In the event that the funds received by the Subscription Agent from any Eligible Offeree (with respect to Eligible Offerees that are not Backstop Investors) do not correspond to the Aggregate Purchase Price payable for the Rights Offering Shares elected to be purchased by such Eligible Offeree, the number of Rights Offering Shares deemed to be purchased by such Eligible Offeree will be the lesser of (a) the number of Rights Offering Shares elected to be purchased by such Eligible Holder and (b) a number of Rights Offering Shares determined by dividing the amount of the funds received by the Rights Offering Share Price.

The cash paid to the Subscription Agent in accordance with these Rights Offering Procedures will be deposited and held by the Subscription Agent in a segregated subscription account designated by the Subscription Agent, such account being mutually satisfactory to the Requisite Equity Backstop Parties and the Debtors, until administered in connection with the settlement of the Rights Offering on the Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates and, for the avoidance of doubt, will be non-interest bearing.

6. Transfer Restriction; Revocation

The Subscription Rights corresponding to an Allowed First Lien Claim will trade together with, and be evidenced by, such underlying Allowed First Lien Claim, until the Election/Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying First Lien Claim. Holders of Allowed First Lien Claims are permitted to designate one or more affiliates to receive the Subscription Rights without the need to transfer the Allowed First Lien Claim to such affiliate(s), subject to compliance with applicable securities laws.

Once an Eligible Offeree has properly exercised its Subscription Rights, subject to the terms and conditions of the Backstop Agreement in the case of a Backstop Investor, such exercise will be irrevocable unless the Rights Offering is terminated.

Following the proper exercise of Subscription Rights, an Allowed First Lien Claim may not be transferred. Any attempted transfer of such Allowed First Lien Claim by a Holder following the exercise of its Subscription Rights will be cancelled and deemed null and void and having no effect and will not be recognized for any purpose.

7. Return of Payment

If the Rights Offering is not consummated or otherwise terminated prior to the Effective Date, any cash paid to the Subscription Agent will be returned, without interest, to the applicable Holder of an Allowed First Lien Claim as soon as reasonably practicable, in accordance with the wire instructions provided. Unless the Effective Date has occurred, the Rights Offerings will be deemed automatically terminated without any action of any party upon the earlier of (i) withdrawal of the Plan, (ii) termination of the Backstop Agreement in accordance with its terms and (iii) the Outside Date (as defined in the Backstop Agreement) (as such date may be extended pursuant to the terms of the Backstop Agreement).

8. Settlement of the Rights Offering and Distribution of the Rights Offering Shares

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, and the simultaneous occurrence of the Effective Date. The Debtors intend that the Rights Offering Shares will be issued to the Eligible Offerees and/or to any Affiliates (as defined in section 101(2) under chapter 11 of title 11 of the United States Code) that such Eligible Offeree may so designate in the Election/Subscription Form in book-entry form on the books and records of the transfer agent. The Rights Offering Shares issued in the Rights Offering will be issued directly to the Eligible Offeree, or its designated affiliate, on the books and records of the transfer agent through direct registration.

9. Fractional Shares

No fractional rights or Rights Offering Shares will be issued in the Rights Offering. All share allocations will be rounded down to the nearest whole number solely to avoid fractional shares; *provided*, that in no event shall any such rounding reduce the aggregate number of Rights Offering Shares to be issued pursuant to the exercised Subscription Rights.

10. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors in good faith and, if necessary, subject to a final

and binding determination by the Bankruptcy Court. The Debtors will not to be deemed to receive nor otherwise accept Election/Subscription Forms and/or Election/Subscription Spreadsheets that are incomplete, inaccurate, untimely, or otherwise fail to conform to the requirements set forth in these Rights Offering Procedures and the instructions contained in the Election/Subscription Form and Election/Subscription Spreadsheet. The Debtors may, in the exercise of their sole discretion, provide notification to such Subscriber of such defects or irregularities and permit such defects or irregularities to be waived, provided such waiver is executed in writing, or otherwise timely cured. For the avoidance of doubt, Election/Subscription Forms and/or Election/Subscription Spreadsheets will be deemed not to have been received or accepted until all defects or irregularities have been waived in writing or timely cured. Neither the Debtors nor the Reorganized Debtors nor any of their respective employees, Affiliates, or professionals shall incur any liability for giving, or failing to give, such notification or opportunity to cure.

Before exercising any Subscription Rights, each Eligible Offeree should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

11. Modification of Procedures

The Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures, to effectuate the Rights Offering and to issue the Rights Offering Shares (subject to consultation with and the consent of the Requisite Equity Backstop Parties, which consent shall not be unreasonably withheld); *provided, however*, that the Debtors shall (i) consult with the official creditors' committee, if any, prior to any material modification to these Rights Offering Procedures, and (ii) provide written notice, including by electronic mail, to each Holder of an Allowed First Lien Claim of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the Rights Offering Shares. Nothing in this paragraph shall be construed so as to permit the Debtors to modify the terms of any executed and delivered Election/Subscription Form without the reasonable consent of the Eligible Offeree party thereto.

The Debtors may request additional information from time to time to confirm that each participant in the Rights Offering is in fact an Eligible Offeree, including, but not limited to, requiring additional certifications by such participant to that effect and other diligence measures as the Debtors deem reasonably necessary.

All calculations, including, to the extent applicable, the calculation of (i) the principal amount of any Eligible Offeree's Allowed First Lien Claim for the purposes of the Rights Offering and (ii) any Eligible Offeree's Rights Offering Shares, shall be made in good faith by the Debtors and in each case in accordance with any Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

12. Inquiries and Transmittal of Documents; Subscription Agent

The Rights Offering Instructions attached hereto should be read carefully and strictly followed by the Eligible Offerees.

Questions relating to the Rights Offering should be directed to the Subscription Agent via email to Registration@epiqglobal.com (please reference "ConvergeOne" in the subject line).

The risk of non-delivery of all documents and payments to the Subscription Agent is on the Eligible Offeree electing to exercise its Subscription Rights and not the Debtors or the Subscription Agent.

13. Failure to Exercise Subscription Rights

Subscription Rights that are not exercised will be relinquished on the Election/Subscription Expiration Deadline. If, on or prior to the Election/Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from an Eligible Offeree a duly completed applicable Election/Subscription Form and Election/Subscription Spreadsheet (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and any other documentation required by these procedures), such Eligible Offeree shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering. Any attempt to exercise Subscription Rights after the Election/Subscription Expiration Deadline in respect of First Lien Claims shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Subscription Agent after the Election/Subscription Expiration Deadline regardless of when the documents relating thereto were sent. In all cases, you should allow sufficient time to ensure timely delivery by the Election/Subscription Expiration Deadline.

PLEASE FOLLOW THE INSTRUCTIONS IN THE ELECTION/SUBSCRIPTION FORM AND ELECTION/SUBSCRIPTION SPREADSHEET

The Election/Subscription Expiration Deadline is 5:00 p.m. New York City Time on April 26, 2024.

Eligible Offerees that are not Backstop Investors should follow the payment instructions provided in the Subscription Funding Notice. Eligible Offerees that are Backstop Investors should follow the payment instructions in the Backstop Funding Notice.

Eligible Offerees that are not Backstop Investors must deliver the appropriate funding directly to the Subscription Agent no later than the Subscription Funding Deadline. Eligible Offerees that are Backstop Investors must deliver the appropriate funding directly to the Subscription Agent no later than the date set forth in the Backstop Funding Notice.

Exhibit 6

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
RICEBERRY FUNDING ULC	ABRY	Email Address on File
GALLATIN CLO VIII 2017-1, LTD..	AQUARIAN (DCM SENIOR CREDIT)	Email Address on File
GALLATIN CLO IX 2018-1, LTD.		
TELOS CLO 2013-4, LTD.	ATALAYA (TELOS / TRICADIA)	Email Address on File
BANK OF AMERICA, N.A.	BANK OF AMERICA	Email Address on File
WELLFLEET CLO 2020-2, LTD.	BLUE OWL / OWL ROCK / WELLFLEET	Email Address on File
WELLFLEET CLO 2020-3, LTD.		
WELLFLEET CLO 2022-2, LTD.		
TRALEE CLO VII, LTD.		
TRALEE CLO IV, LTD		
TRALEE CLO VI LTD		
WELLFLEET CLO 2016-2, LTD.		
WELLFLEET CLO 2018-1, LTD		
WELLFLEET CLO 2020-1, LTD		
WELLFLEET CLO 2021-2, LTD.		
WELLFLEET CLO 2016-1, LTD.		
WELLFLEET CLO 2017-1, LTD.		
WELLFLEET CREDIT PARTNERS LLC AC WELLFLEET CLO 2017-2 LTD		
WELLFLEET CLO 2017-3, LTD.		
WELLFLEET CLO 2018-3, LTD		
WELLFLEET CLO 2019-1, LTD.		
WELLFLEET CLO 2021-3, LTD.		
WELLFLEET CLO 2021-4, LTD.		
WELLFLEET CLO X, LTD.		
WELLFLEET CLO 2015-1, LTD		
WELLFLEET CLO 2018-2, LTD		
BATTALION CLO XII LTD.	BRIGADE	Email Address on File
BATTALION CLO XXIII LTD.		
BATTALION CLO XXIV LTD.		
BIG RIVER GROUP FUND SPC LLC		
THE JPMORGAN CHASE RETIREMENT PLAN...		
BATTALION CLO 17 LTD.		
BATTALION CLO 18 LTD.-MC80741870		
BATTALION CLO XIV LTD.		
BATTALION CLO XIX LTD.		
BATTALION CLO XV LTD		
BATTALION CLO XVI LTD		
BATTALION CLO XX LTD..		
BATTALION CLO XXI LTD..		
BRIGADE DEBT FUNDING I, LTD.		
BRIGADE HIGH YIELD FUND LTD..		
MEDIOLANUM BEST BRANDS..		
SEI INSTITUTIONAL INVESTMENTS TRUST - HIGHYIELD BOND FUND		
SEI INSTITUTIONAL MANAGED TRUST - HIGH YIELD BOND FUND		
THE COCA-COLA COMPANY MASTER RETIREMENT TRUST-MC80232380		
THE JPMORGAN CHASE RETIREMENT PLAN....		
BATTALION CLO IX LTD.		
BRIGADE CAPITAL MANAGEMENT, LP AC NORTHROP GRUMMAN PENSION MASTER TRUST		
FEDEX CORPORATION EMPLOYEES PENSION TRUST		
FUTURE DIRECTIONS CREDIT OPPORTUNITIES FUND		
BATTALION CLO VIII LTD.		
BRIGADE OPPORTUNISTIC CREDIT LBG FUND LTD.		
SC CREDIT OPPORTUNITIES MANDATE LLC		
U.S. HIGH YIELD BOND FUND		
BRIGADE DEBT FUNDING II, LTD.		
BATTALION CLO X LTD.		
BATTALION CLO XI LTD.		
BATTALION CLO XXII LTD.		
SEI INSTITUTIONAL MANAGED TRUST - MULTI STRATEGY ALTERNATIVE FUND	CANARAS	Email Address on File
SARANAC CLO VI LIMITED		
SARANAC CLO III LIMITED		
SARANAC CLO V LIMITED		
SARANAC CLO VII LIMITED		
SARANAC CLO VIII LIMITED	CERBERUS	Email Address on File
CERBERUS FSBA CORPORATE CREDIT FUND, L.P.		

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
CQS US CLO 2021-1, LTD.	CQS	Email Address on File
CQS US CLO 2022-2, LTD.		
ELLINGTON CLO III LTD	ELLINGTON MANAGEMENT	Email Address on File
ELLINGTON CLO II, LTD.		
ELLINGTON CLO IV, LTD	GENERATE (FKA YORK/KENNEDY LEWIS)	Email Address on File
KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND III LP		
KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND III LP		
KENNEDY LEWIS (EU) SPV LP		
KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND II LP		
KLIM DELTA HQC3 LP		
INTERNATIONALE KAPITALANLAGEGESELLSCHAFT MBH FOR ACCOUNT OF GOTH LOANS	GOLDENTREE	Email Address on File
HALSEYPOINT CLO 4, LTD..	HALSEYPOINT	Email Address on File
HALSEYPOINT CLO 5, LTD.		
HALSEYPOINT CLO 3, LTD.		
HALSEYPOINT CLO I, LTD		
HALSEYPOINT CLO II, LTD.		
JEFFERIES LEVERAGED CREDIT PRODUCTS, LLC	JEFFERIES	Email Address on File
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	JPMORGAN	Email Address on File
LCM 27 LTD.	LCM MANAGEMENT	Email Address on File
LCM 29 LTD.		
LCM 30 LTD.		
LCM 31 LTD..		
LCM 32 LTD.		
LCM 33 LTD.		
LCM 35 LTD		
LCM 36 LTD.		
LCM LOAN INCOME FUND I LTD		
LCM XXII LTD.		
LCM XXIII LTD.		
LCM XXIV LTD.		
LCM 26 LTD.		
LCM 28 LTD.		
LCM 34 LTD.		
LCM ASSET MANAGEMENT LLC AC LCM 37 LTD		
LCM XIII LIMITED PARTNERSHIP		
LCM XIV LIMITED PARTNERSHIP		
LCM XV LIMITED PARTNERSHIP		
LCM XVI LIMITED PARTNERSHIP		
LCM XVII LIMITED PARTNERSHIP		
LCM XVIII LIMITED PARTNERSHIP		
LCM XXV LTD		
LIVELLO CAPITAL SPECIAL OPPORTUNITIES MASTER FUND LP	LIVELLO CAPITAL	Email Address on File

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
MESIROW FLOATING RATE FUND I LP	MESIROW	Email Address on File
VENTURE 32 CLO, LIMITED	MIJX	Email Address on File
VENTURE 37 CLO LIMITED		
MIJX ASSET MANAGEMENT LLC AC VENTURE 43 CLO LIMITED		
VENTURE 44 CLO, LIMITED		
VENTURE XXIX CLO, LIMITED		
VENTURE XXV CLO, LIMITED		
VENTURE XXVIII CLO, LIMITED		
VENTURE 38 CLO, LIMITED		
VENTURE XVIII CLO, LIMITED		
VENTURE XIII CLO, LIMITED		
VENTURE 35 CLO, LIMITED		
VENTURE XVII CLO, LIMITED		
VENTURE XXII CLO, LIMITED		
VENTURE XXIV CLO, LIMITED		
VENTURE 28A CLO, LIMITED		
VENTURE 31 CLO, LIMITED		
VENTURE XIV CLO, LIMITED		
VENTURE XIX CLO, LIMITED		
VENTURE XV CLO LIMITED		
VENTURE XXIII CLO, LIMITED		
VENTURE XXVI CLO, LIMITED		
VENTURE XXVII CLO, LIMITED		
VENTURE 33 CLO, LIMITED		
VENTURE 34 CLO, LIMITED		
VENTURE 36 CLO LIMITED		
VENTURE 39 CLO LIMITED		
VENTURE 45 CLO, LIMITED		
VENTURE XXX CLO, LIMITED		
MBD 1 LTD	MONARCH	Email Address on File
MCOF BD LTD		
MONARCH CAPITAL MASTER PARTNERS V-A LP		
MONARCH MASTER FUNDING VI LLC		
MONARCH MASTER FUNDING V LTD		
MVSO MASTER FUNDING LTD.		
MVSO MASTER FUNDING LTD.	NASSAU	Email Address on File
NASSAU 2018-II LTD.		
NASSAU 2019-I LTD		
NASSAU 2019-II LTD		
NASSAU 2020-II LTD.		
NASSAU 2017-I LTD.		
NASSAU 2017-II LTD.		
NASSAU 2018-I LTD.		
NASSAU 2020-I LTD.		

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
NEUBERGER BERMAN LOAN ADVISERS CLO 37 LTD	NEUBERGER BERMAN	Email Address on File
NEUBERGER BERMAN FIXED INCOME LLC AC INCOME INVESTMENT TRUST - NAVY PIER NON IG CREDIT FUND		
NEUBERGER BERMAN LOAN ADVISERS CLO 40, LTD		
NEUBERGER BERMAN INVESTMENT ADVISERS LLC AC NEUBERGER BERMAN LOAN ADVISERS CLO 26, LTD.		
AUTO CLUB INSURANCE ASSOCIATION.		
NB GLOBAL FLOATING RATE INCOME FUND LIMITED		
NEUBERGER BERMAN LOAN ADVISERS CLO 38, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 41, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 42, LTD..		
NEUBERGER BERMAN INVESTMENT FUNDS II PLC - NEUBERGER BERMAN BRUNEL MULTI ASSET CREDIT FUND.		
NEUBERGER BERMAN LOAN ADVISERS CLO 48, LTD		
NEUBERGER BERMAN LOAN ADVISERS CLO 24, LTD.		
NEUBERGER BERMAN INCOME FUNDS - FLOATING RATE INCOME FUND		
NEUBERGER BERMAN CLO XVI-S, LTD.		
NEUBERGER BERMAN CLO XXII, LTD.		
NEUBERGER BERMAN INVESTMENT ADVISERS AC NEUBERGER BERMAN INVESTMENT FUNDS II PLC - NEUBERGER BERMAN GLOBAL SENIOR FLOATING RATE INCOME FUND		
NEUBERGER BERMAN LOAN ADVISERS CLO 30, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 33 LTD		
NEUBERGER BERMAN LOAN ADVISERS CLO 28, LTD		
NEUBERGER BERMAN LOAN ADVISERS CLO 31 LTD		
NEUBERGER BERMAN LOAN ADVISERS CLO 32, LTD		
NEUBERGER BERMAN LOAN ADVISERS CLO 29, LTD.		
NEUBERGER BERMAN LOAN ADVISERS LLC AC NEUBERGER BERMAN LOAN ADVISERS CLO 35, LTD		
NEUBERGER BERMAN LOAN ADVISERS CLO 36, LTD		
NEUBERGER BERMAN LOAN ADVISERS CLO 27, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 34, LTD.		
NEUBERGER BERMAN CLO XIV LTD		
NEUBERGER BERMAN LOAN ADVISORS CLO 43, LTD..		
NEUBERGER BERMAN LOAN ADVISERS CLO 25, LTD.		
NEUBERGER BERMAN CLO XX, LTD.		
NEUBERGER BERMAN CLO XVII, LTD.		
NEUBERGER BERMAN CLO XV LTD		
NEUBERGER BERMAN CLO XXI, LTD.		
NEUBERGER BERMAN CLO XVIII, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 46, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 39, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 44, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 45, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 47, LTD		
NEUBERGER BERMAN INVESTMENT ADVISERS LLC AC STATE UNIVERSITIES RETIREMENT SYSTEM		
ARIES CAPITAL DESIGNATED ACTIVITY COMPANY	OCTAGON	Email Address on File
OCTAGON INVESTMENT PARTNERS 49, LTD..		
BANDERA STRATEGIC CREDIT PARTNERS II, L.P..		
OCTAGON INVESTMENT PARTNERS 18-R, LTD.		
OCTAGON INVESTMENT PARTNERS 20-R LTD		
OCTAGON INVESTMENT PARTNERS 28, LTD.		
OCTAGON 64, LTD.		
OCTAGON INVESTMENT PARTNERS XXII, LTD.		
OCTAGON INVESTMENT PARTNERS XXI, LTD		
OCTAGON INVESTMENT PARTNERS 35, LTD.		
OCTAGON INVESTMENT PARTNERS 32, LTD.		
OCTAGON INVESTMENT PARTNERS 36, LTD.		
OCTAGON INVESTMENT PARTNERS 38, LTD		
OCTAGON INVESTMENT PARTNERS 39, LTD.		
OCTAGON INVESTMENT PARTNERS 41 LTD		
OCTAGON INVESTMENT PARTNERS 42, LTD.		
OCTAGON INVESTMENT PARTNERS 43 LTD		
OCTAGON INVESTMENT PARTNERS XV, LTD.		
OCTAGON INVESTMENT PARTNERSX XVII, LTD.		
OXFORD SQUARE CAPITAL CORP.	OXFORD SQUARE (TICC)	Email Address on File

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
PALMER SQUARE LOAN FUNDING 2021-3, LTD.	PALMER SQUARE	Email Address on File
PALMER SQUARE LOAN FUNDING 2021-1, LTD..		
PALMER SQUARE LOAN FUNDING 2021-2, LTD..		
PALMER SQUARE CLO 2021-2, LTD.		
PALMER SQUARE CLO 2021-1, LTD..		
PALMER SQUARE BDC FUNDING II LLC		
PALMER SQUARE BDC FUNDING I LLC		
PALMER SQUARE LOAN FUNDING 2021-2, LTD.		
PALMER SQUARE LOAN FUNDING 2022-1 LTD		
PALMER SQUARE LOAN FUNDING 2022-2, LTD.		
PALMER SQUARE LOAN FUNDING 2022-3, LTD.		
PALMER SQUARE CLO 2018-1, LTD.		
PALMER SQUARE CLO 2018-2, LTD.		
PALMER SQUARE CLO 2018-3, LTD..		
PALMER SQUARE CLO 2019-1, LTD.		
PALMER SQUARE CLO 2020-3, LTD.-MC80706700		
PALMER SQUARE CLO 2021-3, LTD.		
PALMER SQUARE CLO 2021-4, LTD.		
PALMER SQUARE CLO 2022-1, LTD.		
PALMER SQUARE CAPITAL MANAGEMENT LLC AC PALMER SQUARE CLO 2022-2, LTD.		
PALMER SQUARE CLO 2015-2, LTD		
PALMER SQUARE LOAN FUNDING 2021-4, LTD.		
PALMER SQUARE CLO 2014-1, LTD.		
PALMER SQUARE CLO 2015-1 LTD		
TRALEE CLO II LTD.	PAR IV	Email Address on File
TRALEE CLO V LTD.		
PARTNERS GROUP SENIOR LOAN ACCESS S.A.R.L	PARTNERS GROUP	Email Address on File
PARTNERS GROUP BLUE SAILS HOLDINGS B, LLC		
PARTNERS GROUP PRIVATE CREDIT STRATEGY FINANCE, LLC		
PARTNERS GROUP PRIVATE EQUITY (MASTER FUND), LLC		
PG GLOBAL INCOME FIRST LIEN LOAN DESIGNATED ACTIVITY COMPANY		
PIKES PEAK CLO 1		
PIKES PEAK CLO 2		
PIKES PEAK CLO 3		
PARTNERS GROUP US MANAGEMENT CLO LLC AC PIKES PEAK CLO 4		

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
CEDAR FUNDING XV CLO, LTD.	PRUDENTIAL	Email Address on File
DRYDEN 43 SENIOR LOAN FUND		
DRYDEN 55 CLO, LTD.		
DRYDEN 57 CLO, LTD.		
DRYDEN 64 CLO, LTD.		
DRYDEN 65 CLO, LTD.		
DRYDEN 78 CLO LTD		
DRYDEN 80 CLO, LTD		
AON COLLECTIVE INVESTMENT TRUST.		
DRYDEN 104 CLO, LTD.		
DRYDEN 105 CLO, LTD.		
DRYDEN 112 CLO, LTD..		
DRYDEN 76 CLO, LTD.		
DRYDEN 77 CLO LTD		
DRYDEN 83 CLO, LTD.-MC80754390		
DRYDEN 85 CLO, LTD		
DRYDEN 86 CLO, LTD..		
DRYDEN 87 CLO, LTD..		
DRYDEN 90 CLO, LTD..		
DRYDEN 92 CLO, LTD.		
DRYDEN 93 CLO, LTD.		
DRYDEN 94 CLO, LTD.		
DRYDEN 95 CLO, LTD.		
DRYDEN 97 CLO, LTD.		
DRYDEN 98 CLO,LTD.		
DRYDEN IMPACT CLO I, LTD..		
FRESNO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION.		
MINNESOTA STATE BOARD OF INVESTMENT.....		
PGIM INC. AC NEWARK BSL CLO 2, LTD.		
DRYDEN 47 SENIOR LOAN FUND		
DRYDEN 49 SENIOR LOAN FUND		
DRYDEN 53 CLO, LTD..		
DRYDEN 54 SENIOR LOAN FUND		
DRYDEN 58 CLO LTD.		
DRYDEN 60 CLO, LTD.		
DRYDEN 68 CLO, LTD.		
DRYDEN 70 CLO, LTD.		
DRYDEN 50 SENIOR LOAN FUND		
DRYDEN 61 CLO LTD		
DRYDEN 72 CLO, LTD		
DRYDEN 75 CLO, LTD		
NEWARK BSL CLO 1, LTD		
PGIM ETF TRUST - PGIM FLOATING RATE INCOME ETF		
PGIM QUALIFYING INVESTOR FUNDS PLC - PGIM QIF GLOBAL LOAN FUND		
PRUDENTIAL INVESTMENT PORTFOLIOS, INC. 14 - PGIM FLOATING RATE INCOME FUND		
DRYDEN XXVI SENIOR LOAN FUND		
PRUDENTIAL TRUST COMPANY COLLECTIVE TRUST - PRUDENTIAL BANK LOAN FUND		
PGIM INC. AC PRUDENTIAL TRUST COMPANY COLLECTIVE TRUST - PRUDENTIAL STRATEGIC CREDIT FUND		
DRYDEN 30 SENIOR LOAN FUND		
DRYDEN 36 SENIOR LOAN FUND		
DRYDEN 37 SENIOR LOAN FUND		
DRYDEN 38 SENIOR LOAN FUND		
DRYDEN 40 SENIOR LOAN FUND		
DRYDEN 41 SENIOR LOAN FUND		
DRYDEN 42 SENIOR LOAN FUND		
DRYDEN 45 SENIOR LOAN FUND		
DRYDEN XXVIII SENIOR LOAN FUND		

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
MOUNTAIN VIEW CLO 2017-2 LTD	SEIX	Email Address on File
MOUNTAIN VIEW CLO XIV LTD.		
MOUNTAIN VIEW CLO XV LTD		
MOUNTAIN VIEW CLO 2013-1 LTD.		
MOUNTAIN VIEW CLO 2016-1 LTD.		
MOUNTAIN VIEW CLO 2017-1 LTD.		
MOUNTAIN VIEW CLO IX LTD.		
VIRTUS ASSET TRUST - VIRTUS SEIX FLOATING RATE HIGH INCOME FUND		
SILVER POINT RR MANAGER, L.P.	SILVER POINT	Email Address on File
SPCP GROUP, LLC.		
SPCP INSTITUTIONAL GROUP, LLC		
SOUND POINT CLO XXVI, LTD	SOUND POINT (ASSURED / BLUE MOUNTAIN)	Email Address on File
SOUND POINT CLO IX, LTD.		
SOUND POINT TACTICAL LOAN OPPORTUNITY MASTER FUND I DESIGNATED ACTIVITY COMPANY.		
SOUND POINT CLO V-R, LTD		
SOUND POINT CLO XVII LTD		
SOUND POINT CLO XXI, LTD.		
SOUND POINT CLO XXIII, LTD.		
SOUND POINT CLO XXV, LTD.		
SOUND POINT CLO XXVII, LTD.-MC80716430		
SOUND POINT CLO XXVIII, LTD.-MC80747740		
SOUND POINT CLO XXX, LTD..		
SOUND POINT CLO XXXI, LTD..		
SOUND POINT CLO XXXII, LTD.		
SOUND POINT CLO II, LTD.		
SOUND POINT CLO III-R, LTD		
SOUND POINT CLO IV-R, LTD.		
SOUND POINT CLO VI-R, LTD		
SOUND POINT CLO VII-R, LTD.		
SOUND POINT CLO VIII-R, LTD.		
SOUND POINT CLO XII, LTD.		
SOUND POINT CLO XIX, LTD.		
SOUND POINT CLO XV, LTD.		
SOUND POINT CLO XVI, LTD.		
SOUND POINT CLO XVIII, LTD.		
SOUND POINT CLO XX, LTD		
SOUND POINT CLO XXII, LTD.		
SOUND POINT CLO XXIV, LTD		
SOUND POINT CLO XXIX, LTD..		
SOUND POINT CLO XXXIII, LTD.		
STEELE CREEK CAPITAL FUNDING I, LLC	STEELE CREEK	Email Address on File
STEELE CREEK CLO 2017-1, LTD.		
STEELE CREEK CLO 2016-1, LTD		
STEELE CREEK CLO 2014-1R, LTD.		
STEELE CREEK CLO 2018-1, LTD.		
STEELE CREEK CLO 2018-2, LTD.		
STEELE CREEK CLO 2019-1, LTD		
STEELE CREEK CLO 2019-2, LTD.		
STEELE CREEK CLO 2021-1, LTD		
STEELE CREEK LOAN FUND I, LP DBA STEELE CREEK LOAN FUNDING I, LLC		
CATHEDRAL LAKE III, LTD.	WHITESTAR (TRIUMPH CAPITAL/CARLSON/WHITEHORSE)	Email Address on File
CATHEDRAL LAKE VI, LTD...		
WHITEHORSE XII LTD.		
CATHEDRAL LAKE VIII, LTD..		
CATHEDRAL LAKE V, LTD..		
CATHEDRAL LAKE VII, LTD..		
CATHEDRAL LAKE CLO 2013, LTD		

Total Count 360

Exhibit 7

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
ALBACORE LIQUID INCOME DESIGNATED ACTIVITY COMPANY	ALBACORE CAPITAL LLP	Email Address on File
ALBACORE PARTNERS I INVESTMENT HOLDINGS B DESIGNATED ACTIVITY COMPANY		
ALBACORE PARTNERS II INVESTMENT HOLDINGS D DESIGNATED ACTIVITY COMPANY		
CVC CP SPECIAL SITUATIONS MASTER 2020 SCSP	CVC CREDIT PARTNERS LLC (US FUND MANAGER)	Email Address on File
CONVERSATION PRIVATE HOLDINGS, L.P.	FIRST REPUBLIC BANK	Email Address on File
MERCER INVESTMENT FUND 1	MESIROW FINANCIAL INVESTMENT MANAGEMENT INC.	Email Address on File
MESIROW HIGH YIELD FUND		
PLATINUM PEREGRINE A 2012 RSC LIMITED - MESIROW		
MIRAE ASSET SECURITIES (HK) LIMITED	MIRAE ASSET GLOBAL INVESTMENTS (USA) LLC	Email Address on File
FIXED INCOME OPPORTUNITIES NB LLC	NEUBERGER BERMAN	Email Address on File
NEUBERGER BERMAN CLO XIV, LTD.		
NEUBERGER BERMAN CLO XV, LTD.		
NEUBERGER BERMAN CLO XVII, LTD.		
NEUBERGER BERMAN CLO XVIII, LTD.		
NEUBERGER BERMAN CLO XX LTD.		
NEUBERGER BERMAN CLO XXI, LTD.		
NEUBERGER BERMAN CLO XXII, LTD.		
NEUBERGER BERMAN FLOATING RATE INCOME FUND		
NEUBERGER BERMAN LOAN ADVISERS CLO 31, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 32, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 34, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 35, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 36, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 39, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 43, LTD.		
STATE UNIVERSITIES RETIREMENT SYSTEM - NEUBERGER		
NEUBERGER BERMAN BRUNEL MULTI ASSET CREDIT FUND		
NEUBERGER BERMAN CLO XVI-S, LTD.		
NEUBERGER BERMAN GLOBAL SENIOR FLOATING RATE INCOME FUND		
NEUBERGER BERMAN LOAN ADVISERS CLO 24, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 25, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 26, LTD.		

SERVICE LIST

Subaccount	Fund Manager	Electronic Mail Address Information
NEUBERGER BERMAN LOAN ADVISERS CLO 27 LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 28, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 29, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 30, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 33, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 37, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 38, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 40, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 41, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 42, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 44, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 45, LTD.		
NEUBERGER BERMAN LOAN ADVISERS CLO 46, LTD.		
PURPOSE GLOBAL FLEXIBLE CREDIT FUND		
NB GLOBAL MONTHLY INCOME FUND LIMITED		
OXFORD SQUARE CAPITAL CORP.	OXFORD SQUARE MANAGEMENT, LLC	Email Address on File
EVERGREEN II SICAV-FIS - DEBT	PARTNERS GROUP	Email Address on File
PARTNERS GROUP HAEK PRIVATE DEBT S.A., SICAV-SIF - FUND I		
PARTNERS GROUP PRIVATE EQUITY (MASTER FUND), LLC		
BECCO INVEST, L.P. INC.		
PARTNERS GROUP ALTIN S.C.A., SICAV-RAIF		
PARTNERS GROUP BELFAST MULTI-CREDIT INVESTMENTS II S.C.A., SICAV-RAIF		
PARTNERS GROUP DOMBLICK S.C.A., SICAV-RAIF		
PARTNERS GROUP JCB MULTI-CREDIT INVESTMENTS S.C.A., SICAV-RAIF		
PARTNERS GROUP MERCATI PRIVATI GLOBALI 2019		
PARTNERS GROUP NAEV PRIVATE DEBT S.C.A., SICAV-RAIF		
PARTNERS GROUP PRIVATE MARKETS CREDIT STRATEGIES 2018 (GBP) S.C.A., SICAV-RAIF		
PARTNERS GROUP RT MULTI-ASSET CREDIT S.C.A. SICAV-RAIF		
PARTNERS GROUP SLF ACCESS, L.P.		
PG BAV RBI PRIVATE DEBT FCP-SIF		
PRIVATE NORTH, L.P. INC.		

Total Count 63

Exhibit 8

Tabulation Summary

VOTING CLASSES ¹	ACCEPT		REJECT	
	AMOUNT (%)	NUMBER (%)	AMOUNT (%)	NUMBER (%)
Class 3 FIRST LIEN CLAIMS	\$1,169,183,874.33 (88.80%)	281 (80.98%)	\$147,490,643.25 (11.20%)	66 (19.02%)
Class 4 Second Lien Claims	\$252,000,000.00 (100.00%)	61 (100.00%)	\$00.00 (0.00%)	0 (0.00%)

¹ The votes cast in Class 3 and the votes cast in Class 4 are applicable to each of the Debtors: ConvergeOne Holdings, Inc., AAA Network Solutions, Inc., ConvergeOne Dedicated Services, LLC, ConvergeOne Government Solutions, LLC, ConvergeOne Managed Services, LLC, ConvergeOne Systems Integration, Inc., ConvergeOne Technology Utilities, Inc., ConvergeOne Texas, LLC, ConvergeOne Unified Technology Solutions, Inc., ConvergeOne, Inc., Integration Partners Corporation, NetSource Communications Inc., NuAge Experts LLC, Providea Conferencing, LLC, PVKG Intermediate Holdings Inc., Silent IT, LLC, WrightCore, Inc.

Exhibit 9

Opt-Out Summary

Category	Number of Opt-Outs
Opt-Outs from Ballots	4
Opt-Outs from Opt- Out Form	35
TOTAL OPT OUTS	39