

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

In re:

BLINK HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11686 (\_\_\_\_)

(Joint Administration Requested)

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

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby submit this application (this “**Section 156(c) Application**”) for the entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as the claims and noticing agent in the Debtors’ chapter 11 cases, effective as of the Petition Date (as defined below). In support of this Section 156(c) Application, the Debtors rely upon (i) the *Declaration of Kathryn Tran in Support of Debtors’ Application for an Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent, Effective as of Petition Date* (the “**Tran Declaration**”), a copy of which is attached hereto as Exhibit B, and (ii) the *Declaration of Steven Shenker in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),<sup>2</sup> filed contemporaneously

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<sup>1</sup> The last four digits of Blink Holdings, Inc.’s federal tax identification number are 6354. The mailing address for Blink Holdings, Inc. is 45 West 45th Street, 10th Floor, New York, New York 10036. Due to the large number of debtors in these chapter 11 cases, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/BlinkFitness>, or by contacting the proposed undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used but otherwise not defined herein shall have the meanings set forth in the First Day Declaration.

herewith. In further support of this Section 156(c) Application, the Debtors respectfully state as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors confirm their consent to the entry of a final order or judgment by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief sought herein are section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Local Rule 2002-1(f), and the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Office of the Clerk of the Bankruptcy Court (the “**Clerk**”) on February 1, 2012 (the “**Claims Agent Protocol**”).

### **BACKGROUND**

4. On the date hereof (the “**Petition Date**”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code (collectively, the “**Chapter 11 Cases**”). The Debtors are authorized to operate their business and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No official committee has been appointed in the Chapter 11 Cases, and no request has been made for the appointment of a trustee or an examiner.

6. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the filing of the Chapter 11 Cases is set forth in the First Day Declaration.

### **RELIEF REQUESTED**

7. By this Section 156(c) Application, the Debtors request that the Court enter the Proposed Order appointing Epiq, effective as of the Petition Date, to act as the claims and noticing agent in the Chapter 11 Cases (the “**Claims and Noticing Agent**”) to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Cases. The terms of Epiq’s proposed retention are set forth in that certain *Standard Services Agreement* between Epiq and the Debtors, dated as of July 2, 2024 (the “**Retention Agreement**”),<sup>3</sup> a copy of which is attached hereto as Exhibit C. Notwithstanding the terms of the Retention Agreement, the Debtors are seeking to retain Epiq solely on the terms set forth in this Section 156(c) Application and the Proposed Order.

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

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

### **EPIQ'S QUALIFICATIONS AND NEED FOR EPIQ'S SERVICES**

9. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.<sup>4</sup>

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

### **SCOPE OF SERVICES**

11. This Section 156(c) Application pertains only to the services to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and

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<sup>4</sup> See, e.g., *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del.); *In re MediaMath Holdings, Inc.*, No. 23-10882 (LSS) (Bankr. D. Del.); *In re Teligent, Inc.*, No. 21-11332 (KBO) (Bankr. D. Del.); *Southland Royalty Co. LLC*, No. 20-10158 (KBO) (Bankr. D. Del.); *In re RUI Holding Corp.*, No. 19-11509, (JTD) (Bankr. D. Del.); *In re THG Holdings LLC*, No. 19-11689 (JTD) (Bankr. D. Del.); *In re HDR Holding, Inc.*, No. 19-11396 (MFW) (Bankr. D. Del.); *In re Joerns WoundCo Holdings, Inc.*, No. 19-11401 (JTD) (Bankr. D. Del.); *In re Insys Therapeutics, Inc.*, No. 19-11292 (KG) (Bankr. D. Del.); *In re Kona Grill, Inc.*, No. 19-10953 (CSS) (Bankr. D. Del.); *In re WMC Mortgage, LLC*, No. 19-10879 (CSS) (Bankr. D. Del.); *In re F+W Media, Inc.*, No. 19-10479 (KG) (Bankr. D. Del.); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Co., LLC*, No. 20-12456 (JTD) (Bankr. D. Del.); *In re Town Sports Int'l LLC*, No. 20-12168, (CSS) (Bankr. D. Del.); *In re RGNGroup Holdings, LLC*, No. 20-11961 (BLS) (Bankr. D. Del.); *In re Tonopah Solar Energy, LLC*, No. 20-11884 (KBO) (Bankr. D. Del.); *In re Lucky Brand Dungarees, LLC*, No. 20-11768 (CSS) (Bankr. D. Del.).

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

- a. Prepare and serve required notices and documents in the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable: (i) notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable); (ii) notices of transfers of claims; (iii) notices of objections to claims and objections to transfers of claims; (iv) notice of any auction or sale proceeding; (v) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan or plans; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Cases;
- b. Maintain an official copy of the Debtors’ schedules of assets and liabilities and statements of financial affairs listing the Debtors’ known creditors and the amounts owed thereto;
- c. Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk;
- d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
- e. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. For all notices, motions, orders, and other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes (i) either a copy of the notice served or the

docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;

- g. Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- h. Maintain an electronic platform for purposes of filing proofs of claim;
- i. Maintain the official claims register for the Debtors (the “**Claims Register**”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*); and (vi) any disposition of the claim;
- j. Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- k. Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- l. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- m. File a quarterly updated claims register with the Court in alphabetical and numerical order, and if there has been no claims activity, file a Certification of No Claim Activity;
- n. Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to Epiq’s offices, not less than weekly;
- o. Upon completion of the docketing process for all claims received to date for each Chapter 11 Case, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- p. Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;

- q. Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- r. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- s. Monitor the Court's docket in the Chapter 11 Cases and, when filings are made in error or containing errors, alert the filing party of such error and work with such party to correct any such error;
- t. If the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting the Chapter 11 Cases;
- u. Thirty (30) days prior to the close of the Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the Chapter 11 Cases; and
- v. Within fourteen (14) days of notice to Epiq of entry of an order dismissing or converting the Chapter 11 Cases or within twenty-eight (28) days of entry of a final decree closing the Chapter 11 Cases, (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF; and (iii) docket a final claims register. If the Chapter 11 Cases are jointly administered, one combined register shall be docketed in the lead case containing claims of all the Chapter 11 Cases.

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

13. Epiq shall not employ any past or present employee of the Debtors for work that involves the Chapter 11 Cases.

14. To the extent that there is any inconsistency between this Application, the Proposed Order, and the Retention Agreement, the Proposed Order shall govern.

15. The Debtors believe that this Application complies with the Claims Agent Protocol and conforms to the standard section 156(c) application in use in the Court.

### **COMPENSATION**

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

17. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), proposed counsel for the Debtors, proposed counsel for any statutory committee appointed in the Chapter 11 Cases, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Retention Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

18. Before the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000, and thereafter, to hold its retainer under the Retention Agreement during the Chapter 11 Cases as security for payment of Epiq's final invoice for services rendered and expenses incurred under the Retention Agreement.



19. Additionally, under the terms of the Retention Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Retention Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Retention Agreement or Proposed Order. The Debtors believe that such indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in the Chapter 11 Cases.

#### **EPIQ'S DISINTERESTEDNESS**

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

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

- a. Epiq is not a creditor of the Debtors;
- b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
- c. By accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;

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

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

**BASIS FOR RELIEF REQUESTED**

23. The Court is permitted to appoint Epiq as Claims and Noticing Agent in the Chapter 11 Cases. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the

costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(f) provides that “[u]pon motion of the debtors or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c).” Del. Bankr. L.R. 2002-1(f). Moreover, Local Rule 2002-1(f) requires the appointment of a notice and/or claims agent in all cases with more than 200 creditors listed on the creditor matrix. *See id.* The Debtors’ creditor matrix contains more than 200 creditors and, accordingly, the appointment of Epiq as Claims and Noticing Agent is consistent with, and required by, the Local Rules.

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

#### **COMPLIANCE WITH CLAIMS AGENT PROTOCOL**

25. The Debtors’ selection of Epiq to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol in that the Debtors have obtained and reviewed engagement proposals from at least two (2) other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals

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

**RELIEF AS OF PETITION DATE IS APPROPRIATE**

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

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

**NOTICE**

28. Notice of this Motion has been or will be provided to: (i) the U.S. Trustee; (ii) the holders of the twenty (20) largest unsecured claims against the Debtors (on a consolidated basis); (iii) the office of the attorney general for each of the states in which the Debtors operate; (iv) United States Attorney's Office for the District of Delaware; (v) the Internal Revenue Service; (vi) the United States Department of Justice; (vii) counsel to the Prepetition Agent and DIP Agent; (viii) counsel to Equinox Holdings, Inc.; and (ix) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

**CONCLUSION**

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

Dated: August 12, 2024

Respectfully submitted,

Blink Holdings, Inc., *et al.*,  
Debtors and Debtors in Possession

/s/ Steven Shenker  
Steven Shenker  
Chief Restructuring Officer

**EXHIBIT A**

**Proposed Order**

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

In re:

BLINK HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11686 (\_\_\_\_)

(Jointly Administered)

Ref. Docket No. \_\_\_\_

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

Upon consideration of the application (the “**Section 156(c) Application**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order (this “**Order**”) appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as the Claims and Noticing Agent in the Chapter 11 Cases, effective as of the Petition Date, to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and (iii) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office; and upon the First Day Declaration and the Tran Declaration; and upon the statements of counsel made in support of the relief requested in the Section 156(c) Application at the hearing before this Court; and it appearing that this Court has jurisdiction to consider the Section 156(c) Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended*

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<sup>1</sup> The last four digits of Blink Holdings, Inc.’s federal tax identification number are 6354. The mailing address for Blink Holdings, Inc. is 45 West 45th Street, 10th Floor, New York, New York 10036. Due to the large number of debtors in these chapter 11 cases, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/BlinkFitness>, or by contacting the proposed undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Section 156(c) Application.

*Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that venue of the Chapter 11 Cases and the Section 156(c) Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Section 156(c) Application has been given under the circumstances and in accordance with the Bankruptcy Rules and Local Rules and that no other or further notice is necessary; and after due deliberation thereon; and this Court having found that the relief herein is in the best interests of the Debtors' estates; and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

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



4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases, and is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to every proof of claim with attachments, if any, without charge, unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

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

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

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

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

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

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

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

12. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000, and thereafter, Epiq may hold its retainer under the Retention Agreement during the Chapter 11 Cases as security for payment of Epiq's final invoice for services rendered and expenses incurred under the Retention Agreement.

13. The Debtors are authorized to indemnify Epiq and each other Indemnified Person, as that term is defined in the Engagement Agreement (collectively, the "**Indemnified Persons**") under the terms of the Retention Agreement, subject to the following modifications:

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

expense for which Indemnified Person(s) should not receive indemnity, contribution, or reimbursement under the terms of the Retention Agreement as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) or (ii) the entry of an order closing the Chapter 11 Cases, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Retention Agreement (as modified by this Order), including the advancement of defense costs, Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to Indemnified Person before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Indemnified Person for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Indemnified Persons. All parties in interest shall retain the right to object to any demand by the Indemnified Persons for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary in the Retention Agreement, during the Chapter 11 Cases, the limitation of liability contained in paragraph 9 of the Retention Agreement shall be given no effect.

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

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

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

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

19. The Debtors and Epiq are authorized to take any and all actions necessary to effectuate the relief granted herein.

20. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

21. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**EXHIBIT B**

**Tran Declaration**

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

In re:

BLINK HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11686 (\_\_\_)

(Jointly Administered)

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

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

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

2. Epiq is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other

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<sup>1</sup> The last four digits of Blink Holdings, Inc.’s federal tax identification number are 6354. The mailing address for Blink Holdings, Inc. is 45 West 45th Street, 10th Floor, New York, New York 10036. Due to the large number of debtors in these chapter 11 cases, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/BlinkFitness>, or by contacting the proposed undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Section 156(c) Application.

administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including several recent cases filed in this District.<sup>3</sup>

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

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with the Chapter 11 Cases according to the terms and conditions of the Retention Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month, which shall include a detailed listing of services and expenses. Epiq has received a \$25,000 retainer from the Debtors and will first apply the retainer to all prepetition invoices, and any balance will be held as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

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<sup>3</sup> See, e.g., *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del.); *In re MediaMath Holdings, Inc.*, No. 23-10882 (LSS) (Bankr. D. Del.); *In re Teligent, Inc.*, No. 21-11332 (KBO) (Bankr. D. Del.); *Southland Royalty Co. LLC*, No. 20-10158 (KBO) (Bankr. D. Del.); *In re RUI Holding Corp.*, No. 19-11509, (JTD) (Bankr. D. Del.); *In re THG Holdings LLC*, No. 19-11689 (JTD) (Bankr. D. Del.); *In re HDR Holding, Inc.*, No. 19-11396 (MFW) (Bankr. D. Del.); *In re Joerns WoundCo Holdings, Inc.*, No. 19-11401 (JTD) (Bankr. D. Del.); *In re Insys Therapeutics, Inc.*, No. 19-11292 (KG) (Bankr. D. Del.); *In re Kona Grill, Inc.*, No. 19-10953 (CSS) (Bankr. D. Del.); *In re WMC Mortgage, LLC*, No. 19-10879 (CSS) (Bankr. D. Del.); *In re F+W Media, Inc.*, No. 19-10479 (KG) (Bankr. D. Del.); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Co., LLC*, No. 20-12456 (JTD) (Bankr. D. Del.); *In re Town Sports Int'l LLC*, No. 20-12168, (CSS) (Bankr. D. Del.); *In re RGNGroup Holdings, LLC*, No. 20-11961 (BLS) (Bankr. D. Del.); *In re Tonopah Solar Energy, LLC*, No. 20-11884 (KBO) (Bankr. D. Del.); *In re Lucky Brand Dungarees, LLC*, No. 20-11768 (CSS) (Bankr. D. Del.).

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

6. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of



identified potential parties in interest (the “**Potential Parties in Interest**”) in the Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule I**. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq’s conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq within the past three (3) years, these parties have been identified on a list annexed hereto as **Schedule II** (the “**Client Match List**”). However, given Epiq’s neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Chapter 11 Cases.

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

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

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and

chapter 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC (“**DTI**”), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. (“**DTI Topco**”). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation (“**OAC**”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. (“**OPE**”, which together with OAC are referred to as “**OMERS**”), and funds managed by Harvest Partners, LP, (“**Harvest**”) a leading private equity investment firm.

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

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“**Parent Board Designees**”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place: (i) prior to the Debtors commencing the Chapter 11 Cases, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information,

client files, or client personnel; (iv) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq's offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, including that it does not share any employees, officers, or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer, or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

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

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

15. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, the Chapter 11 Cases. If Epiq's proposed

retention is approved by the Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtors in the Chapter 11 Cases.

16. Based on the foregoing, I believe Epiq is a “disinterested person” as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest adverse to the Debtors’ estates with respect to any matter upon which Epiq is to be engaged.

17. Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under 28 U.S.C. § 156(c) to non-client third parties.

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

Dated: August 12, 2024

/s/ Kathryn Tran

Kathryn Tran  
Consulting Director  
Epiq Corporate Restructuring, LLC

**SCHEDULE I**

**Potential Parties in Interest**

**Blink Holdings, Inc.**

***Potential Parties in Interest***

**Debtors**

692 Broadway Fitness Club, Inc.  
 Bergen Town Center Fitness Club, Inc  
 Blink Holdings II, Inc.  
 Blink Holdings, Inc.  
 Cross County Fitness Club, Inc.  
 Blink Broadway Marketplace, Inc.  
 Blink Metropolitan Avenue, Inc.  
 Blink Webster Avenue, Inc. (f/k/a Blink  
 Boston Post Road. Inc.)  
 Blink Selden, Inc.  
 Blink Melville, Inc.  
 Blink Nostrand Avenue, Inc.  
 Blink St. Ann's Avenue, Inc.  
 Blink 125th Street, Inc.  
 Blink Jamaica Avenue, Inc.  
 Blink West Islip, Inc.  
 Blink 600 Third Avenue, Inc.  
 Blink White Plains, Inc.  
 Blink 98th Street, Inc. (f/k/a Blink 25  
 Broadway, Inc.)  
 Blink Southern Boulevard, Inc.  
 Blink Islandia, Inc.  
 Blink 833 Flatbush, Inc.  
 Blink Irvington Inc.  
 Blink Lodi, Inc.  
 Blink Amboy Road Inc. (f/k/a Blink 1239  
 Fulton, Inc.)  
 Blink Brentwood, Inc.  
 Blink Concourse Holdings, Inc.  
 Blink 2374 Grand Concourse, Inc.  
 Blink 116th Street, Inc.  
 Blink Utica Avenue, Inc.  
 Blink Myrtle Avenue, Inc. (f/k/a Blink 3780  
 Broadway, Inc.)  
 Blink Baldwin, Inc.  
 Blink 88th Street, Inc. (f/k/a Blink Hylan  
 Blvd., Inc.)  
 Blink Eighth Avenue, Inc.  
 Blink Steinway Street, Inc.  
 Blink Parsippany, Inc.  
 Blink Journal Square, Inc.

Blink Gates, Inc.  
 Blink 78-14 Roosevelt, Inc.  
 Blink 3779 Nostrand, Inc.  
 Blink West 31st Street, Inc.  
 Blink Williamsbridge, Inc.  
 Blink 16th Street, Inc.  
 Blink Union, Inc.  
 Blink 1065 6th Avenue, Inc.  
 Blink Macombs Road, Inc.  
 Blink Fulton Street, Inc.  
 Blink Clifton, Inc.  
 Blink Atlantic Avenue, Inc.  
 Blink Linden, Inc.  
 Blink Nassau Street, Inc.  
 Blink Flatlands Avenue, Inc.  
 Blink Valley Stream, Inc.  
 Blink Riverdale, Inc.  
 Blink Fitness Franchising, Inc.  
 Blink Liberty Avenue, Inc.  
 Blink Hicksville, Inc.  
 Blink East 54th Street, Inc.  
 Blink West 8th Street, Inc.  
 Blink 108-14 Roosevelt, Inc.  
 Blink 56-02 Roosevelt, Inc.  
 Blink 125 Park, Inc.  
 Blink Knickerbocker, Inc.  
 Blink Fourth Avenue, Inc.  
 Blink East Orange, Inc. (f/k/a Blink  
 Belleville, Inc.)  
 Blink South Orange, Inc.  
 Blink 2883 3rd Avenue, Inc.  
 Blink Avenue A, Inc.  
 Blink East Tremont Avenue, Inc.  
 Blink 287 Broadway, Inc.  
 Blink Passaic, Inc.  
 Blink Willingboro, Inc.  
 Blink Perth Amboy, Inc.  
 Blink Plainfield, Inc.  
 Blink Sunset Park, Inc.  
 Blink Wissinoming, Inc.  
 Blink Farmers Boulevard Inc.  
 Blink Frankford Avenue, Inc.

Blink Whitman, Inc.  
 Blink Pacific Boulevard, Inc.  
 Blink Normandie Avenue, Inc.  
 Blink Newark, Inc.  
 Blink Hawthorne, Inc.  
 Blink Brookhurst, Inc.  
 Blink 69th Street Inc.  
 Blink Jerome Avenue, Inc.  
 Blink 18th Avenue, Inc.  
 Blink Nutley, Inc.  
 Blink 229 E. Foothill Boulevard, Inc.  
 Blink 130 W.G. Street, Inc.  
 Blink 9901 S. Alameda, Inc.  
 Blink Compton & Central Avenue, Inc.  
 Blink Diversey, Inc.  
 Blink Braddock Avenue Inc.  
 Blink 2862 Fulton Street, Inc.  
 Blink Georgetown Inc.  
 Blink 1060 W Alameda, Inc.  
 Blink 101 W 87th Street, Inc.  
 Blink Courtesy Plaza Inc.  
 Blink Ridgeland Ave, Inc.  
 Blink Ashland Avenue, Inc.  
 Blink Stonebrook, Inc.  
 Blink SER Portfolio, Inc.  
 Blink Dallas, Inc.  
 Blink 1134 Fulton, Inc.  
 Blink 2465 Jerome Inc.  
 Blink 16123 Bellflower Blvd., Inc.  
 Blink 79th Holdings Inc.  
 Blink Fitness Rialto Inc.  
 Blink Beach Street, Inc.  
 Blink NRH, Inc.  
 Blink Keller, Inc.  
 Blink Bedford, Inc.  
 Blink Belleville Inc.  
 Blink 97-01 Northern Blvd., Inc.  
 Blink Miramar Parkway Inc.  
 Blink 886 Broadway, Inc.  
 Blink Commercial Boulevard, Inc.  
 Blink Long Point, Inc.  
 Blink Westchase Inc.  
 Blink 19500 Plummer, Inc.  
 Blink Kenwood, Inc.  
 Blink Airline Drive, Inc.  
 Blink Richmond Road, Inc.

Blink 8201 Broadway, Inc.  
 Blink Abrams Road Inc.  
 Blink Kendall Market Place Inc.  
 Blink Deerwood Inc.  
 Blink 2192 Texas Parkway, Inc.  
 Blink Atlantic Avenue LB, Inc.  
 Blink 12201 Victory Blvd, Inc.  
 Blink Ashland Inc.  
 Blink KWT Holdco LLC  
 Blink Gage Park LLC  
 Blink North Riverside LLC  
 Blink Company Intermediate Holdco, Inc.  
 Blink Paterson, Inc.  
 Blink North 10th Street Corp.  
 Blink Highway 249, Inc.  
 Blink Bissonnet, Inc.

**Current and Recent Directors and Officers**

Manny Pearlman  
 Harvey Spevak  
 Jeffery M. Weinhaus  
 David Phillipps  
 Guy Harkless  
 Lauren Wood  
 Ben Balick  
 Emily Childs

**Material (5% or Greater) Shareholders**

Blink Intermediate Holdings II, LLC

**Debtors' Professionals**

Young Conaway Stargatt & Taylor, LLP  
 Portage Point Partners LLC  
 Moelis & Company LLC  
 Epiq Systems, Inc.  
 FTI Consulting, Inc.

**Secured Creditors**

Varagon Capital Partners Agent, LLC  
 The Variable Annuity Life Insurance Company  
 National Union Fire Insurance Company  
 Life Insurance Company of the Southwest  
 US MML Portfolio V of Global Investment Fund I

Viva I Funding, LLC  
 John Hancock Life Insurance Company  
 (U.S.A.)  
 Manulife SDF SPV-OH, LLC  
 AB Private Credit Investors Corporations  
 AB Private Investors Middle Market Direct  
 Lending Fund, SICAV-SIF S.C.SP. – First  
 Compartment  
 ABPCI Direct Lending Fund CLO I LTD  
 ABPCI Direct Lending Fund CLO II LTD  
 ABPCI Direct Lending Fund CLO III LTD  
 ABPCI Direct Lending Fund CLO V LTD  
 ABPCI Direct Lending Fund CLO VI LTD  
 ABPCI Direct Lending Fund CLO VII LP  
 ABPCI Direct Lending Fund CLO VIII LTD  
 ABPCI II Direct Lending Funding III LP  
 Addington Square Funding III, L.P.  
 Addington Square Private Credit Fund  
 (AIV), L.P.  
 Addington Square Private Credit Fund, L.P.  
 Equitable Financial Life Insurance Company  
 Monroe Capital MML CLO IX, LTD.  
 Monroe Capital MML CLO VIII, LTD.  
 Monroe Capital MML CLO 2017-1, LTD.  
 Monroe Capital MML CLO VI, LTD.

**Top Unsecured Creditors**

Johnson Health Tech NA, Inc.  
 ServiceChannel.com, Inc.  
 A&G Realty Partners, LLC  
 Meta Platforms, Inc.  
 Google LLC  
 Eurpac Service Incorporated  
 Motionsoft, Inc.  
 Stella Rising Inc.  
 Good Earth Distribution, LLC  
 Avenue Code, LLC  
 Recycle Track Systems Inc.  
 ILEGRA CORPORATION  
 Three Pillar Global, Inc.  
 Vericom Group, LLC  
 Cro Metrics  
 Chameleon Collective Inc.  
 TD Equipment Finance, Inc.  
 Onix Networking Corp.

**Material Vendors**

Equinox Holding, Inc.  
 ServiceChannel.com, Inc  
 Enel X North America, Inc.  
 Meta Platforms, Inc.  
 Good Earth Distribution, LLC  
 Google LLC  
 Motionsoft, Inc.  
 Eurpac Service Incorporated  
 Avenue Code, LLC  
 Vericom Group, LLC  
 Johnson Health Tech NA, Inc.  
 American Express  
 Eastern Funding LLC  
 Women's Marketing Inc  
 TD Equipment Finance, Inc  
 Chameleon Collective Inc  
 A&G Realty Partners, LLC  
 Kora Rae Clothing LLC dba/EVR Brands  
 Three Pillar Global, Inc.  
 Pepsi Cola Bottling Company of New York  
 UtiliSave, LLC  
 Recycle Track Systems Inc  
 5 Boro Laundry Inc.  
 Amazon Web Services, Inc.  
 Bamko, Inc.  
 ILEGRA CORPORATION  
 Legion Technologies Inc.  
 Citizens Asset Finance, Inc.  
 First Advantage Background Services Corp.  
 Cro Metrics  
 Insider Services Us LLC  
 ABC Fitness Solutions, LLC  
 SMS Assist, L.L.C.  
 Modern Executive Solutions LLC  
 Onix Networking Corp  
 Elephant Ventures, LLC  
 Iron Grip Barbell Company

**Landlords**

H Street Building Corporation  
 Brooks Shopping Centers LLC  
 UE Bergen Mall Owner LLC  
 GWB Acquisition LLC



PPC Commercial LLC  
 2146 Nostrand Avenue Associates, LLC  
 Broadhollow/Pinelawn CW NF, LLC  
 Jackson Joy Retail Master, LLC  
 SOL Goldman Investments, LLC  
 301-303 West 125 LLC  
 Third Avenue Tower Owner, LLC  
 Islandia SC I, LLC  
 Flatbush Retail Associates, LLC  
 Hamilton, Kane, Martin Enterprises, Inc.  
 480 Suffolk Avenue, LLC  
 WP Galleria Realty LP  
 Jeffrey Management Corp.  
 West 116 Owners Retail, LLC  
 250 Utica Owners LLC  
 EIB Grand Concourse LLC  
 Chelsea W26, LLC  
 UE Lodi Delaware LLC  
 Mehran Property Management, Ltd.  
 Salman Capital LLC  
 Brixmor Morris Hills LLC  
 Nostrand Property Owner LLC  
 Gates Avenue Properties LLC  
 78-14 Roosevelt LLC  
 VBGO Penn Plaza, LLC  
 Grand Baldwin Associates  
 3572 WPR LLC  
 5 Bryant Park Sub REIT, L.P.  
 1413 Fulton Management LLC  
 Madina Eco Friendly, Inc.  
 DDR Southeast Union, LLC  
 Boerum Place LLC  
 Levin Management Corp.  
 Linden Commons & Development, LLC  
 Sun Valley Towers, LLC  
 Ann/Nassau Realty, LLC  
 Florence Polizzotto  
 Regency Centers, L.P.  
 East 54th Street Partners LLC  
 JTRE 240 East 54th Street LLC  
 Liberty Square in Ozone Park LLC  
 2857 West 8th Street Developers LLC  
 KRE Broadway Owner LLC  
 125 Park Owner LLC  
 399 Knickerbocker LLC  
 GNDP Holdings LLC

Goron Properties, Inc.  
 XL - Real Property Management LLC  
 108-18 LLC  
 SJU Holdings  
 2883 Third Avenue Realty Associates LP  
 Southern Blvd Development LLC  
 302 Broadway LLC  
 645 East Tremont, LLC  
 Paramount Property Management, Inc.  
 663 Main Master Tenant LLC  
 5111 4th Avenue Equity Holdings LLC  
 WB Rancocas Holdings, LLC  
 134-140 Smith LLC  
 MBB Realty Limited Partnership  
 Philadelphia Harbison LP  
 South-Whit Shopping Center Associates LP  
 Pacific Blvd Holdings 26 LLC  
 582 Central LLC  
 Plainfield Realty, LLC  
 130-20 Farmers LLC  
 1421 Webster Avenue LLC  
 15501 Gardena, LLC  
 2 Ferry LLC  
 Bermuda Realty LLC  
 PK II Brookhurst Center LP  
 The Theater Building Enterprise, LLC  
 Fordec Realty Corp  
 M.C.P. Associates, L.P.  
 Rancho Marketplace Gateway, LLC  
 Derp Associates LLC  
 Hauppauge Properties LLC  
 Primestor Jordan Downs  
 GRI-Regency, LLC  
 FW IL-Riverside/Rivers Edge, LLC  
 Porter Avenue Holdings LLC  
 Reliable Properties  
 Oak Lawn Joint Venture I, L.L.C.  
 Whitestone REIT  
 7901 Midcities LLC  
 Matrix Commercial Group LLC  
 Beach Street Market LLC  
 Matlock Green Holdings LLC  
 Miramar Plaza Partners, LLC  
 HCL Long Point LLC  
 JBL Market at Westchase LLC  
 Brixmor Holdings 12 SPE LLC

Aldi Inc.  
 Viacom ATV Inc.  
 386 Park South LLC  
 Sterling Value Add Investments  
 TCB-Stonebrook, LLC  
 Township of Nutley  
 4704 Airline Drive Partners LLC  
 NR Park Associates, LLC  
 Islandia SC Holdings LLC  
 Darvish Investment Group, LLC  
 New Gold Equities  
 2374 GC LLC  
 KRE Bklyner 1134 Fulton LLC  
 Raha Property Holdings, LLC  
 Paramount Global  
 Sterling Ashland LLC  
 692 Broadway Propco LLC  
 Chicago, IL 4644-4658 S Drexel LLC  
 2192 Texas Parkway Partners LLC  
 Johnson Health Tech NA, Inc.  
 Ohashi & Horn LLP  
 K/BTF Broadway LLC  
 886 Broadway LLC

### **Banks**

J.P. Morgan Chase Bank, N.A.  
 First Citizens Bank, N.A.  
 Citizens Bank, N.A.  
 Bank of America, N.A.

### **Insurance Carriers**

Federal Insurance Company  
 Berkshire Hathaway Specialty Insurance Company  
 Markel Insurance Company  
 ACE American Insurance Company  
 Endurance American Insurance Company  
 Berkley Insurance Company  
 Federal Insurance Company  
 Hudson Insurance Company  
 Endurance Assurance Corporation  
 Magna Carta Insurance, LTD.  
 Zurich American Insurance Company  
 AXIS Insurance Company  
 Greenwich Insurance Company  
 Beazley Insurance Company, Inc.  
 Affiliated FM Insurance Company

Lloyd's of London Syndicates  
 Homesite Insurance Company  
 Markel Insurance Company  
 National Casualty Company  
 Allied World Assurance Company (U.S.), Inc.  
 Allied World Assurance Company, Ltd.  
 Navigators Insurance Company  
 XL Insurance America, Inc.  
 XL Bermuda Ltd.  
 Markel American Insurance Company  
 Markel Bermuda Limited  
 The Ohio Casualty Insurance Company  
 National Union Fire Insurance Company of  
 Pittsburgh Pa.  
 American International Reinsurance Company,  
 Ltd.  
 Steadfast Insurance Company  
 General Security Indemnity Company of  
 Arizona  
 Trisura Specialty Insurance Company

### **Material Contract Counterparties**

3WB Mason Company Inc.  
 5 Boro Laundry Inc.  
 A&G Realty Partners LLC  
 Ab Coaster LLC  
 ABC Financial Services, LLC  
 ADT LLC  
 AFIAA 45 West 45Th Street, LLC  
 Allpoints Public Relations LLC  
 Alshaya International LLC  
 Amazon Fulfillment Services  
 Amazon.Com Inc.  
 American Society of Composers Authors &  
 Publishers  
 American Specialty Health Fitness, Inc.  
 Analogfolk LLC  
 Artisan Colour, Inc.  
 Ascend Network Solutions LLC  
 ASI Signage Innovations  
 Bamko, LLC  
 Betterworks Systems, Inc.  
 Bigart Ecosystems LLC  
 Brand Amp, LLC  
 Buxton Company LLC  
 Casiana Fitness VB1, LLC

Chameleon Collective Inc  
 CINTAS Corporation No.2  
 ClassPass Inc.  
 ClubCom LLC  
 Commercial Lighting Industries, Inc.  
 Concur Technologies, Inc.  
 Constellation Navigator, LLC  
 Corporate Synergies Group, LLC  
 Creative Materials Corp.  
 David Energy Supply, LLC  
 Dialog Social Inc.  
 DLA Piper LLP  
 The Dot Net Factory, LLC  
 Dragon Door Publications  
 Eclipse Capital LLC  
 Ecore International  
 Elephant Ventures, LLC  
 Enel X Advisory Services USA LLC  
 ENGIE Resources LLC  
 Epsilon Data Management, LLC  
 Equinox Group, LLC  
 Equinox Holdings  
 Equinox Holdings, Inc.  
 EQX KWT Holdco, LLC  
 Factory 77 Inc.  
 Ferguson Enterprises, Inc.  
 First Advantage  
 First Advantage Enterprise Screening  
 Corporation  
 Fitness 2000  
 Fitness 2000-Bedford  
 Fitness On Demand  
 FloWater, Inc.  
 Gaiam Americas Inc.  
 Glassdoor, Inc.  
 Global Affiliates Inc  
 GoodEarth Distribution, LLC  
 Group FX  
 GS FIT IL-1, LLC  
 GS FIT MI-1, LLC  
 Gym Source USA, LLC  
 Gympass US LLC  
 Heart & Hustle Productions, LLC  
 HP Inc.  
 Hyperice, Inc.  
 Impact Specialties

Insider Services US LLC  
 Iron Grip Barbell Company  
 Jackson Lewis P.C.  
 Johnson Health Tech NA  
 Johnson Health Tech North America, Inc.  
 Katten Muchin Rosenman LLP  
 KRG Enterprise, Inc.  
 Legion Technologies, Inc.  
 Les Mills United States Trading, Inc.  
 Life Fitness  
 Lincoln Waste Solutions, LLC  
 LinkedIn Corporation  
 List Industries Inc.  
 Listrak Inc.  
 Mannington Commercial  
 Marcum Technology LLC  
 Mass Movement, Inc.  
 MFAC, LLC  
 M.H Alshaya Co. WLL  
 Monotype Imaging Inc.  
 Motionsoft Inc.  
 MOURI Tech, LLC  
 Movable, Inc.  
 Muzak LLC  
 Navitas Credit Corp.  
 NESCTC Security Agency, LLC  
 Okta, Inc.  
 Optimizely, Inc.  
 OptumHealth Care Solutions, LLC  
 Oracle America, Inc.  
 Panos Fitness LLC  
 Panos Fitness of Greece LLC  
 Panos Fitness of Onondaga LLC  
 Panos, Dean  
 Paris Equipment Manufacturing Ltd.  
 Pear Sports LLC  
 Pepsi-Cola Advertising and Marketing, Inc.  
 Platinum Gym One, Inc.  
 Platinum Gym Two, Inc.  
 Precor Incorporated  
 Recycle Track Systems, Inc.  
 Resolver Inc.  
 Return Path, Inc.  
 SC KWT Holdco, LLC  
 Service Management Group Inc.  
 ServiceChannel.com Inc.

SESAC LLC  
Shapu LLC  
SMS Assist, L.L.C.  
Steifman LLP  
Studio Sweat, LLC  
Sun Basket, Inc.  
TOPCAST Networks, LLC  
Touchland LLC  
Uterior Motives International, LLC  
The Ultimate Software Group Inc.  
UtiliSave, LLC  
Validity, Inc.  
Varagon Capital Partners Agent LLC  
Th eVericom Group, LLC  
Welld Health, LLC  
Where 2 Get It, Inc.  
World Energy Solutions, Inc.  
Yext, Inc.  
Young Conaway Stargatt & Taylor LLP  
Zeroin Media, Inc.  
Zimmerman Reed, LLP

**Litigation Parties**

Quintin Wilkerson  
Jasmin Limon  
Jason Kortbawi  
Gregory Rhys  
Darshawn Amerson  
Aurora Alcantara  
Elvin Brogsdale  
Vivian Deras  
Ricardo Duncan  
Raquel Torres  
Juana Gonzalez  
Christal Lewis  
Herve Loristin  
Shokanni McKen  
Ruben Napoles  
Tracey Nelson  
Hernan Ortiz  
Baljinder Singh  
Sigrid Sutter  
Ishrat Usman  
Marlon Williams  
Paulina Wolinska

Brixmor SPE 6 LLC  
DT Route 22 Retail, LLC  
MBB Realty Limited Partnership  
Levin Properties, L.P.

**Taxing and Regulatory Authorities**

ALIEF I.S.D  
Ann Harris Bennett, Tax Assessor Collector  
City of Newark-Payroll Tax  
Los Angeles County Tax Collector  
SBC Tax Collector  
Spring Branch ISD, Tax Assessor  
NYS Department of Taxation and Finance  
Florida Department of Revenue  
Illinois Department of Revenue  
State of NJ - Department of the Treasury -  
Division of Taxation  
Texas Comptroller of Public Accounts  
California Franchise Tax Board  
Philadelphia Department of Revenue

**Delaware Bankruptcy Judges**

Dorsey, John T.  
Goldblatt, Craig T.  
Horan, Thomas M.  
Owens, Karen B.  
Shannon, Brendan L.  
Silverstein, Laurie Selber  
Stickles, J. Kate  
Walrath, Mary F.

**Office of the United States Trustee**

Benjamin Hackman  
Christine Green  
Diane Giordano  
Dion Wynn  
Edith A. Serrano  
Elizabeth Thomas  
Fang Bu  
Hannah M. McCollum  
Hawa Konde  
Holly Dice  
James R. O'Malley  
Jane Leamy  
Jonathon Lipshie  
Jonathon Nyaku

Joseph Cudia  
Joseph McMahon  
Lauren Attix  
Linda Casey  
Linda Richenderfer  
Malcolm M. Bates  
Michael Girello  
Nyanquui Jones  
Richard Schepacarter  
Rosa Sierra-Fox  
Shakima L. Dortch  
Timothy J. Fox, Jr.

**Noteholders**

Equinox Group, LLC

**Ordinary Course Professionals**

Blank Rome, LLP  
Paul Hastings, LLP  
KPMG, LLP  
LaRocca, Hornik, Greenberg, Kittredge,  
Carlin & McParland LLP  
Gordon Rees Scully Mansukhani, LLP  
Madeline Schwarz LLC  
Willis (Bermuda) Ltd.  
Vcorp Services, LLC

**SCHEDULE II**

**Client Match List**

Bank of America  
Citizens Bank  
JPMorgan Chase  
Liberty Mutual  
Muzak LLC

**EXHIBIT C**

**Retention Agreement**



# EPIQ CORPORATE RESTRUCTURING

## STANDARD SERVICES AGREEMENT

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

### General Terms and Conditions

#### 1. Services.

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

#### 2. Term.

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

#### 3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 1, 2025. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.





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

#### **4. Confidentiality.**

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

#### **5. Title to Property.**

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications,



applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

## **6. Bank Accounts**

At the request of the Client or Client Parties, Epiq shall be authorized to establish accounts with financial institutions in the name of and as agent for the Client to facilitate distributions pursuant to a Chapter 11 plan or other transactions. To the extent such accounts or other financial products are provided to the company, pursuant to Epiq's agreement(s) with financial institutions, Epiq may receive fees and other compensation from such institutions.

## **7. Disposition of Data.**

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



## **8. Indemnification.**

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

## **9. Limitation of Liability**

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

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

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

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



## **10. Representations / Warranties.**

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

## **11. Confidential On-Line Workspace**

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

## **12. General**

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



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



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

If to Epiq:

Epiq Corporate Restructuring, LLC  
777 Third Avenue, 12th Floor  
New York, New York 10017  
Attn: Brad Tuttle

If to Client:

Blink Fitness, Inc.  
38 Park Avenue S, 11<sup>th</sup> Floor  
New York, NY 10016  
Attn: Guy Harkless

With a copy to:

Young Conaway Stargatt & Taylor, LLP  
1000 North King Street  
Wilmington, DE 19801  
Attn: Sean T. Greecher

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

Blink Fitness, Inc.  
38 Park Avenue S, 11<sup>th</sup> Floor  
New York, NY 10016  
Attn: Ben Balick

Email: ben.balick@blinkfitness.com

12.12 The “Effective Date” of this Agreement is July 2, 2024.



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

**EPIQ CORPORATE RESTRUCTURING, LLC**

A blue ink signature of Brad Tuttle, consisting of a large, stylized "B" followed by a series of loops and a long horizontal stroke extending to the right.

---

Name: Brad Tuttle  
Title: General Manager

**BLINK FITNESS, INC.**

By: Guy Harkless

Name: Guy Harkless  
Title: President



## **SERVICES SCHEDULE**

### **SCHEDULES/STATEMENT PREPARATION**

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

### **CLAIMS MANAGEMENT**

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
  - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
  - Date received;
  - Claim number assigned; and
  - Asserted amount and classification of the claim.





- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

### **NOTICING**

- Prepare and serve required notices in these Chapter 11 cases, including:
  - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
  - Notice of any auction sale hearing;
  - Notice of the claims bar date;
  - Notice of objection to claims;
  - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
  - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

### **BALLOTING/TABULATION**

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

### **CALL CENTER**

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



**MISCELLANEOUS**

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



## **PRICING SCHEDULE**

### **CLAIM ADMINISTRATION HOURLY RATES**

<b><u>Title</u></b>	<b><u>Rates</u></b>
IT / Programming	\$60.00 – \$80.00
Case Managers	\$75.00 – \$175.00
Project Managers/Consultants/ Directors	\$175.00 – \$185.00
Solicitation Consultant	\$185.00
Executive Vice President, Solicitation	\$185.00
Executives	No Charge

### **CLAIMS AND NOTICING RATES<sup>1</sup>**

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	No Charge
Publication Noticing	Quoted at time of request

### **DATA MANAGEMENT RATES**

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

### **ON-LINE CLAIM FILING SERVICES**

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

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



### **CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	No Charge

### **OTHER SERVICES RATES**

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