

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

In re:

LifeScan Global Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-90259 (ARP)

(Jointly Administered)

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF JEFFERIES LLC AS INVESTMENT BANKER PURSUANT TO
11 U.S.C. §§ 328(a) AND 1103(a), EFFECTIVE AS OF JULY 31, 2025;
(II) WAIVING CERTAIN TIME-KEEPING REQUIREMENTS; AND
(III) GRANTING RELATED RELIEF**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The Official Committee of Unsecured Creditors (the “Committee”) appointed in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) states as follows in support of this application (the “Application”):

RELIEF REQUESTED

1. The Committee seeks entry of an order, substantially in the form attached hereto (the “Proposed Order”) (a) authorizing and approving the Committee’s retention and employment of Jefferies LLC (“Jefferies”) as the Committee’s investment banker, effective as of July 31, 2025,

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation’s principal place of business and the Debtors’ service address in these Chapter 11 cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

pursuant to the terms and subject to the conditions of that certain engagement letter between Jefferies and the Committee dated as of July 31, 2025, a copy of which is annexed as **Exhibit A** hereto (the “Engagement Letter”);² (b) approving the terms of Jefferies’ employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement and related provisions set forth in the Engagement Letter; (c) waiving and modifying certain time-keeping requirements; and (d) granting such other and further relief as is just and proper. In support of this Application, the Committee submits the declaration of Leon Szlezinger, Managing Director and Joint Global Head of Debt Advisory & Restructuring at Jefferies (the “Szlezinger Declaration”), attached hereto as **Exhibit B**, and respectfully represents as follows.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

3. The Committee confirms its consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief requested herein are 328(a) and 1103(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Local Rules”).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Engagement Letter.

BACKGROUND

4. On July 15, 2025, (the “Petition Date”), each of the Debtors commenced a case under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases have been consolidated for procedural purposes only and are being administered jointly pursuant to Bankruptcy Rule 1015(b) and Local Bankruptcy Rule 1015-1. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

5. On July 28, 2025, the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed the Committee pursuant to section 1102 of the Bankruptcy Code. *See* Docket No. 122. The Committee currently consists of the following five (5) members: (a) CVS Pharmacy, Inc.; (b) OptumRx, Inc.; (c) Eastman Chemical Germany Management GmbH & Co; (d) Acolad Inc.; and (e) Foundever Operating Corporation Limited.

6. On July 31, 2025, the Committee selected Jefferies as its proposed investment banker.

**JEFFERIES’ QUALIFICATIONS AND
THE NEED FOR JEFFERIES’ SERVICES**

7. The Committee submits this Application because of its need to retain a qualified investment banker to assist it in the critical tasks associated with guiding the Committee through the Chapter 11 Cases. The Committee believes that its retention of an investment banker is necessary and appropriate to enable it to evaluate the financial and economic issues raised by the Chapter 11 Cases and effectively carry out its statutory duties.

8. The Committee selected Jefferies as its investment banker in the Chapter 11 Cases based upon Jefferies’ extensive experience in matters involving complex financial restructurings and its excellent reputation for the services that it has rendered in chapter 11 cases on behalf of

debtors and creditor constituencies throughout the United States. As set forth in the Szlezinger Declaration, Jefferies is a full-service investment banking firm, with thousands of employees around the world. Jefferies and its senior professionals have extensive expertise providing investment banking services to financially distressed companies, creditors, committees, equity holders, asset purchasers, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Jefferies and its professionals are providing or have provided investment banking, financial advisory, and other services in connection with the following recent cases, among others: *In re GO Lab, Inc.*, Case No. 25-10557 (KBO) (Bankr. D. Del. Mar. 25, 2025); *In re Plenty Unlimited Texas LLC*, Case No. 25-90105 (CML) (Bankr. S.D. Tex. Mar. 23, 2025); *In re Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (MG) (Bankr. E.D.N.Y. Oct. 17, 2024); *In re Steward Health Care System LLC, et al.*, Case No. 24-90213 (CML) (Bankr. S.D. Tex. July 12, 2024); *In re WOM, S.A.*, Case No. 24-10628 (KBO) (Bankr. D. Del. June 20, 2024); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023); *Unconditional Love Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del. Oct. 23, 2023); *In re Aerotech Miami Inc. d/b/a iAero Tech*, Case No. 23-17503 (RAM) (Bankr. S.D. Fla. Oct. 16, 2023); *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023); *In re Qualtek Services, Inc.*, Case No. 23-90584 (CML) (Bankr. S.D. Tex. Aug. 4, 2023); *In re Benefytt Technologies, Inc.*, Case No. 23-90566 (CML) (Bankr. S.D. Tex. July 24, 2023); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022); *In re Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-

90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022); *In re SAS AB*, Case No. 22-10925 (MEW) (Bankr. S.D.N.Y. Sept. 19, 2022).³

9. In light of the size and complexity of the Chapter 11 Cases, the Committee requires a qualified and experienced investment banker with the resources, capabilities and experience of Jefferies to assist it in pursuing the transactions that are crucial to the success of the Chapter 11 Cases. The services of Jefferies complement the services provided by the Committee's other professionals.

10. In light of the following, the Committee believes that the employment of Jefferies to provide the services described herein and such other services as may be necessary for the Committee to satisfy its obligations to the Debtors' unsecured creditors is appropriate and in the best interests of the Debtors' estates and its unsecured creditors.

SCOPE OF SERVICES

11. Subject to the Court's approval, the Committee anticipates that Jefferies will perform the following investment banking services, among others, pursuant to the Engagement Letter, as mutually agreed upon by Jefferies and the Committee, and as appropriate: Jefferies will act as exclusive investment banker to the Committee in connection with (a) any restructuring of the Debtors' outstanding indebtedness including, without limitation, through any offer by the Debtors or any of their affiliates with respect to any outstanding Debtors indebtedness, a solicitation of votes, approvals, or consents giving effect thereto (however such result is achieved, including, without limitation, through any plan of reorganization or other plan confirmed pursuant to chapter 11 of the Bankruptcy Code), the execution of any agreement giving effect thereto, an

³ Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders, however, are available on request.

offer by any party to convert, exchange or acquire any material outstanding indebtedness of the Debtors, or any similar balance sheet restructuring involving the Debtors; (b) a material investment by any third party in the Debtors to restructure, redeem, finance (or otherwise) all or a material portion of the Debtors' indebtedness; and/or (c) a sale, disposition or other business transaction or series of transactions, involving all or a material portion of the Debtors' equity or assets through any form of transaction, including, without limitation, a merger, stock purchase, asset purchase, recapitalization, reorganization, consolidation or amalgamation (and including, but not limited to, a sale under section 363 of the Bankruptcy Code including any credit bid transaction) (each of the foregoing (a), (b) and (c), a "Transaction").⁴

12. In connection with a Transaction, Jefferies will perform the following services, among others, for the Committee:

- (a) become familiar with, to the extent Jefferies deems appropriate, and analyze the business, operations, properties, financial condition and prospects of the Debtors;
- (b) advise the Committee on the current state of the "restructuring market";
- (c) assist and advise the Committee in its evaluation of any proposed debtor in possession financing and potential alternative sources of financing;
- (d) assist and advise the Committee on a sale, disposition or other business transaction or series of transactions, including, without limitation, merger, reverse merger, liquidation, tender or exchange offer, stock purchase, asset purchase, recapitalization, reorganization, consolidation, amalgamation, joint venture, strategic partnership, license or a sale under section 363 of the Bankruptcy Code (including any "credit bid" made pursuant to section 363(k) of the Bankruptcy Code and including under a plan pursuant to the Bankruptcy Code);
- (e) assist and advise the Committee in developing a general strategy for accomplishing a Transaction;
- (f) assist and advise the Committee in implementing a Transaction involving the Debtors;

⁴ To the extent there is any inconsistency between this summary and the terms of the Engagement Letter, the terms of the Engagement Letter shall control.

- (g) assist and advise the Committee in evaluating and analyzing any Transaction, including any securities or debt instruments that may be issued in any such Transaction;
- (h) assist and advise the Committee in connection with negotiations with other stakeholders;
- (i) assist and advise the Committee in evaluating and negotiating any restructuring and/or settlement proposals and/or alternatives and evaluating the impact on recoveries;
- (j) participate in hearings before the Bankruptcy Court and provide testimony and expert reports, as necessary and appropriate, on matters on which Jefferies has been engaged to advise the Committee hereunder;
- (k) attend meetings of the Committee with respect to matters on which Jefferies has been engaged to advise the Committee hereunder; and
- (l) render such other investment banking services as may from time to time be agreed upon by the Committee and Jefferies and as reasonably appropriate.

13. Contemporaneously with the filing of this Application, the Committee has also filed an application for authority to retain Province, LLC to provide financial advisory services to the Committee. The services that Jefferies is to provide to the Committee are separate and distinct from the financial advisory services that Province, LLC will be providing to the Committee. Jefferies will work together with Province, LLC and the other professionals retained by the Committee to minimize and avoid duplication of services.

PROFESSIONAL COMPENSATION

14. Investment bankers, such as Jefferies, do not customarily charge for their services on an hourly basis. Instead, they typically charge a monthly advisory fee plus an additional fee contingent on the occurrence of a specified transaction. In consideration of the services to be provided by Jefferies, and as more fully described in the Engagement Letter, subject to the Court's

approval, Jefferies and the Committee have agreed on the following proposed compensation (the “Fee and Expense Structure”):⁵

- (a) **Monthly Fee.** A monthly fee (the “Monthly Fee”) equal to \$150,000 per month until the termination of the Engagement Letter. The first Monthly Fee shall be deemed to have accrued in advance on the date of the Engagement Letter and each subsequent Monthly Fee shall accrue and be payable in advance on the last day of each month thereafter; provided that all accrued but unpaid Monthly Fees incurred prior to Bankruptcy Court approval of the Engagement Letter shall be immediately payable upon Bankruptcy Court approval of the Engagement Letter. Additionally, fifty percent of the Monthly Fees in excess of four (4) Monthly Fees (\$600,000) actually paid to Jefferies under the Engagement Letter shall be credited once, without duplication, against any Transaction Fee (as defined below) subsequently payable to Jefferies.
- (b) **Transaction Fee.** A transaction fee in an amount equal to \$2,850,000 (the “Transaction Fee”) payable upon the closing of a Transaction. For the avoidance of doubt, only one full Transaction Fee may be payable to Jefferies under the terms of the Engagement Letter.
- (c) **Expenses.** In addition to any fees that may be paid to Jefferies under the Engagement Letter, whether or not any Transaction occurs, the Debtors will reimburse Jefferies, promptly upon receipt of an invoice therefor, for all out-of-pocket expenses (including reasonable fees and expenses of its counsel and ancillary expenses) incurred by Jefferies and its designated affiliates in connection with the engagement contemplated under the Engagement Letter.

15. During the pendency of the Chapter 11 Cases, Jefferies will apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court and consistent with the proposed compensation arrangement set forth in the Engagement Letter.

⁵ To the extent there is any inconsistency between the summary of the Fee and Expense Structure set forth in this Application and the Fee and Expense Structure as set forth in the Engagement Letter, the terms of the Engagement Letter shall control.

THE FEE AND EXPENSE STRUCTURE IS APPROPRIATE AND REASONABLE AND SHOULD BE APPROVED UNDER BANKRUPTCY CODE SECTION 328(A)

16. The Committee believes that the Fee and Expense Structure set forth in the Engagement Letter is reasonable. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by Jefferies and the fee structures typically utilized by leading investment banking firms of similar stature to Jefferies for comparable engagements, both in and out of court. The Fee and Expense Structure is consistent with Jefferies' normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein. Moreover, the Fee and Expense Structure is reasonable in light of: (a) industry practice; (b) market rates charged for comparable services both in and out of the chapter 11 context; (c) Jefferies' substantial experience with respect to investment banking services; and (d) the nature and scope of work to be performed by Jefferies in the Chapter 11 Cases. In particular, the Committee believes that the Fee and Expense Structure creates a proper balance between fixed monthly fees and contingency fees. Similar fixed and contingency fee arrangements have been approved and implemented in other recent large chapter 11 cases. *See, e.g., In re Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (MG) (Bankr. E.D.N.Y. Oct. 17, 2024); *In re Steward Health Care System LLC*, Case No. 24-90213 (CML) (Bankr. S.D.T.X. July 12, 2024); *In re WOM, S.A.*, Case No. 24-10648 (KBO) (Bankr. D. Del. June 20, 2024); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023); *In re Unconditional Love Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del. Oct. 23, 2023); *In re Aerotech Miami Inc. d/b/a iAero Tech*, Case No. 23-17503 (RAM) (Bankr. S.D. Fla. Oct. 16, 2023); *In re AppHarvest Products, LLC*, Case

No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022); *In re Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022); *In re SAS AB*, Case No. 22-10925 (MEW) (Bankr. S.D.N.Y. Sept. 19, 2022).

RECORD KEEPING AND APPLICATIONS FOR COMPENSATION

17. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are not hours-based, Jefferies does not maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. Given the foregoing and that Jefferies' compensation is based on fixed fees, the Committee requests that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any other guidelines regarding the submission and approval of fee applications, Jefferies' professionals be excused from maintaining time records as set forth in Bankruptcy Rule 2016(a) in connection with the services to be rendered pursuant to the Engagement Letter. Jefferies will nonetheless maintain reasonably detailed summary time records in one-half hour increments, which records shall indicate the total hours incurred by each professional for each day and provide a brief description of the nature of the work performed. Courts in other large chapter 11 cases have excused flat-fee professionals from time-keeping requirements under similar circumstances. *See, e.g., In re Steward Health Care System LLC*, Case No. 24-90213 (CML) (Bankr. S.D.T.X. July 12, 2024) (requiring Jefferies only to keep reasonably detailed summary time records in one-half hour increments while indicating the total hours incurred by each professional for each day and briefly describing the nature of the work performed); *In re WOM, S.A.*, Case No. 24-10648 (KBO) (Bankr. D. Del. June 20, 2024) (same); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024) (same); *In*

re Ebix, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024) (same); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024) (same); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023) (same); *In re Unconditional Love Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del. Oct. 23, 2023) (same); *In re Aerotech Miami Inc. d/b/a iAero Tech*, Case No. 23-17503 (RAM) (Bankr. S.D. Fla. Oct. 16, 2023) (same); *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023) (same); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022) (same); *In re Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022) (same); *In re SAS AB*, Case No. 22-10925 (MEW) (Bankr. S.D.N.Y. Sept. 19, 2022) (same).

INDEMNIFICATION

18. As part of the overall compensation payable to Jefferies under the terms of the Engagement Letter, the Engagement Letter provides for certain indemnification obligations to Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees, and agents, and any other controlling persons, to the fullest extent lawful, from and against any claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs, and expenses, as incurred, related to or arising out of or in connection with Jefferies' services under the Engagement Letter.⁶ Such terms of indemnification, as modified by the Order, reflect the qualifications and limits on such terms that are customary for investment bankers such as Jefferies in chapter 11 cases. *See, e.g., In re Steward Health Care System LLC*, Case No. 24-90213 (CML) (Bankr. S.D.T.X. July 12, 2024) (approving indemnification

⁶ To the extent there is any inconsistency between the summary of the indemnification provisions set forth in this Application and the indemnifications set forth in Schedule A to the Engagement Letter, the terms of the Engagement Letter shall control.

provisions); *In re WOM, S.A.*, Case No. 24-10648 (KBO) (Bankr. D. Del. June 20, 2024) (same); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024) (same); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024) (same); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024) (same); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023) (same); *In re Unconditional Love Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del. Oct. 23, 2023) (same); *In re Aerotech Miami Inc. d/b/a iAero Tech*, Case No. 23-17503 (RAM) (Bankr. S.D. Fla. Oct. 16, 2023) (same); *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023) (same); *In re Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022) (same); *In re Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022) (same); *In re SAS AB*, Case No. 22-10925 (MEW) (Bankr. S.D.N.Y. Sept. 19, 2022) (same).

NO ADVERSE INTEREST

19. As further set forth in the Szlezinger Declaration, to the best of Jefferies' knowledge, information and belief, except as set forth in the Szlezinger Declaration: (a) Jefferies has no connection with the Debtors, their creditors, equity security holders, or other parties in interest in the Chapter 11 Cases; (b) Jefferies does not hold or represent any entity having an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders; and (c) Jefferies (i) is not a creditor, equity security holder, or an insider of the Debtors and (ii) is not or was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Jefferies professionals expected to assist the Committee in the Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of Texas, the U.S. Trustee, or any person employed by the U.S. Trustee.

20. The Committee has been advised that Jefferies has agreed not to share with any other person or entity the compensation to be received for professional services rendered in connection with the Chapter 11 Cases in accordance with section 504(a) of the Bankruptcy Code.

21. Based on the foregoing, the Committee believes that Jefferies is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code and utilized in section 328(c) of the Bankruptcy Code.

BASIS FOR RELIEF

22. The Committee seeks approval of this Application pursuant to Bankruptcy Code section 1103, which provides, in relevant part, that the Committee, with the Court’s approval, “may select and authorize the employment . . . of one or more attorneys, accountants, or other agents, to represent or perform services” for the Committee. 11 U.S.C. § 1103(a). The employment of Jefferies by the Committee is reasonable and in line with the terms and conditions typical for engagements of this size and character.

23. In addition, Bankruptcy Code section 328(a) provides that the Committee, subject to Court approval, “may employ or authorize the employment of a professional person under section . . . 1103 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

24. Furthermore, under Local Rule 2014-1(b) and Section R of the Procedures for Complex Cases in the Southern District of Texas (the “Complex Case Procedures”), “[p]roposed [retention] orders may be effective as of the original retention date if the application is filed within 30 days after . . . the commencement of work by the professional.”

25. Given the numerous issues that Jefferies may be required to address in performing its services for the Committee, Jefferies' commitment to the variable time requirements and effort necessary to address all such issues as they arise, and the market prices for Jefferies' services for engagements of this nature, the Committee submits that the terms and conditions of the Engagement Letter are fair, reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code. The Committee also believes that the Fee and Expense Structure appropriately reflects (a) the nature and scope of Jefferies' services; (b) Jefferies' substantial experience with respect to investment banking services; and (c) the fee structures typically utilized by Jefferies and other investment banks, which do not bill their clients on an hourly basis, in bankruptcy or otherwise.

26. As set forth above, and notwithstanding Court approval of Jefferies' engagement under section 328(a) of the Bankruptcy Code, Jefferies intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases, subject to the Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable procedures and orders of this Court, with certain limited modifications as set forth herein. Notwithstanding the foregoing, Jefferies has agreed that the U.S. Trustee may review Jefferies' compensation under section 330 of the Bankruptcy Code.

27. In light of the foregoing, the Committee submits that the retention and employment of Jefferies is in the best interests of the Committee and the Debtors' unsecured creditors. Jefferies has extensive experience in matters involving complex financial restructurings and an excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtor and creditor constituencies throughout the United States. The Committee therefore submits that it has satisfied

the requirements of the Bankruptcy Code and the Bankruptcy Rules to support entry of the Proposed Order authorizing the Committee to retain and employ Jefferies in the Chapter 11 Cases on the terms described herein and in the Engagement Letter.

NOTICE

28. Notice of this Application will be provided to (a) the Debtors; (b) counsel to the Debtors; (c) the Office of the United States Trustee for the Southern District of Texas; (d) the United States Securities and Exchange Commission; (e) the Internal Revenue Service; (f) the state attorneys general for all states in which the Debtors conduct business; (g) the United States Attorney's Office for the Southern District of Texas; (h) Davis Polk & Wardwell as counsel to the Ad Hoc Group; (i) Norton Rose Fulbright US LLP, as local Texas counsel to the Ad Hoc Group; (j) Cahill Gordon & Reindel LLP, as counsel to Bank of America, N.A., in its capacity as Administrative Agent; (k) Haynes and Boone, LLP, as local Texas counsel to Bank of America, N.A., in its capacity as Administrative Agent; (l) Eversheds Sutherland, LLP, as counsel to Wilmington Savings Fund Society, FSB; (m) Cadwalader, Wickersham, & Taft LLP, as counsel to Ankura Trust Company; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Committee respectfully submits that no further notice is required.

NO PRIOR REQUEST

29. No previous request for the relief sought in this Application has been made by the Committee to this or any other court.

[Remainder of Page Left Intentionally Blank]

CONCLUSION

WHEREFORE the Committee respectfully request that the Court: (a) enter the Proposed Order, substantially in the form attached hereto as Exhibit A, authorizing the Committee to retain and employ Jefferies as its investment banker in the Chapter 11 Cases, effective as of July 31, 2025 and (b) grant the Committee such other and further relief as the Court may deem just and proper.

Dated: August 25, 2025

Respectfully Submitted,

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF LIFESCAN
GLOBAL CORPORATION, *et al.*



By: Matthew Varzally, representative of CVS
Pharmacy, Inc., solely in its capacity as Chair
of the Official Committee of Unsecured
Creditors of LifeScan Global Corporation, *et
al.*

Certificate of Service

I certify that on August 25, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles Persons
Charles Persons

Exhibit A

Engagement Letter

Engagement Letter

As of July 31, 2025

The Official Committee of Unsecured Creditors of LifeScan Global Corporation, *et al.*

Attention: The Official Committee of Unsecured Creditors of LifeScan Global Corporation, *et al.*, Case No. 25-90259 (ARP)

Re: Advisory Services

This agreement (this “Agreement”) confirms that Jefferies LLC (“Jefferies”) has been engaged by the Official Committee of Unsecured Creditors of LifeScan Global Corporation and its affiliated debtors in possession (such committee and its members, the “UCC”) to act as set forth below in connection with the chapter 11 cases of LifeScan Global Corporation and its debtor affiliates and their respective estates (collectively, the “Debtors”) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

1. Services. During the term of this engagement, and as mutually agreed upon by Jefferies and the UCC, Jefferies will act as exclusive investment banker to the UCC in connection with (i) any restructuring of the Debtors’ outstanding indebtedness including, without limitation, through any offer by the Debtors or any of their affiliates with respect to any outstanding Debtors indebtedness, a solicitation of votes, approvals, or consents giving effect thereto (however such result is achieved, including, without limitation, through any plan of reorganization or other plan confirmed pursuant to chapter 11, Title 11 of the United States Code (the “Bankruptcy Code”)), the execution of any agreement giving effect thereto, an offer by any party to convert, exchange or acquire any material outstanding indebtedness of the Debtors, or any similar balance sheet restructuring involving the Debtors, (ii) a material investment by any third party in the Debtors to restructure, redeem, finance (or otherwise) all or a material portion of the Debtors’ indebtedness, and/or (iii) a sale, disposition or other business transaction or series of transactions, involving all or a material portion of the Debtors’ equity or assets through any form of transaction, including, without limitation, a merger, stock purchase, asset purchase, recapitalization, reorganization, consolidation or amalgamation (and including, but not limited to, a sale under section 363 of the Bankruptcy Code including any credit bid transaction) (each of the foregoing (i), (ii) and (iii), a “Transaction”).

In connection with this engagement, Jefferies will, as mutually agreed upon by Jefferies and the UCC, perform the following services, among others, for the UCC:

- (a) become familiar with, to the extent Jefferies deems appropriate, and analyze the business, operations, properties, financial condition and prospects of the Debtors;
- (b) advise the UCC on the current state of the “restructuring market”;

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 2

- (c) assist and advise the UCC in its evaluation of any proposed debtor in possession financing and potential alternative sources of financing;
- (d) assist and advise the UCC on a sale, disposition or other business transaction or series of transactions, including, without limitation, merger, reverse merger, liquidation, tender or exchange offer, stock purchase, asset purchase, recapitalization, reorganization, consolidation, amalgamation, joint venture, strategic partnership, license or a sale under section 363 of the Bankruptcy Code (including any “credit bid” made pursuant to section 363(k) of the Bankruptcy Code and including under a plan pursuant to the Bankruptcy Code);
- (e) assist and advise the UCC in developing a general strategy for accomplishing a Transaction;
- (f) assist and advise the UCC in implementing a Transaction involving the Debtors;
- (g) assist and advise the UCC in evaluating and analyzing any Transaction, including any securities or debt instruments that may be issued in any such Transaction;
- (h) assist and advise the UCC in connection with negotiations with other stakeholders;
- (i) assist and advise the UCC in evaluating and negotiating any restructuring and/or settlement proposals and/or alternatives and evaluating the impact on recoveries;
- (j) participate in hearings before the Bankruptcy Court and provide testimony and expert reports, as necessary and appropriate, on matters on which Jefferies has been engaged to advise the UCC hereunder;
- (k) attend meetings of the UCC with respect to matters on which Jefferies has been engaged to advise the UCC hereunder; and
- (l) render such other investment banking services as may from time to time be agreed upon by the UCC and Jefferies and as reasonably appropriate.

It is understood and agreed that the UCC’s engagement of Jefferies pursuant to this Agreement is not an express or implied commitment by, nor shall this Agreement otherwise create any obligation on, Jefferies to underwrite, place or purchase any instruments or otherwise provide or arrange any financing.

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 3

2. Cooperation.

(a) The UCC shall furnish or use its best efforts to cause the Debtors to furnish Jefferies with all current and historical materials and information regarding the business and financial condition of the Debtors relevant to the Transaction(s) and all other information and data, and access to the Debtors' officers, directors, employees and professional advisors, which Jefferies reasonably requests in connection with Jefferies' activities hereunder, and if necessary, all solicitation materials prepared by the Debtors (and provided to Jefferies for comments) with respect to the Debtors. All such materials, information and data shall be complete and accurate in all material respects and not misleading. The UCC agrees to promptly advise Jefferies of all developments known to the UCC materially affecting the UCC, Debtors, any proposed Transaction or the completeness or accuracy of the information previously furnished to Jefferies, and agrees that no material initiatives relating to the proposed Transaction will be taken without Jefferies having been consulted in advance thereof. If the UCC or, to the UCC's knowledge, any of the Debtors' securityholders, affiliates or other advisors or representatives are contacted by any party concerning a potential Transaction, the UCC will use best efforts to promptly inform Jefferies of such inquiry, and all relevant details thereof.

(b) The UCC further acknowledges that Jefferies (i) will be relying on information and data provided to Jefferies (including, without limitation, information provided by or on behalf of the Debtors, the UCC or other parties to a Transaction) and available from generally recognized public sources, without having independently verified the accuracy or completeness thereof, (ii) does not assume responsibility for the accuracy or completeness of any such information and data, (iii) has not made, and will not make, any physical inspection or appraisal of the properties, assets or liabilities (contingent or otherwise) of the Debtors or any other party to a Transaction and (iv) in relying on any financial forecasts that may be furnished to or discussed with Jefferies, will assume that such forecasts have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of management as to the future financial performance of the Debtors or other party to a Transaction, as the case may be (and if such forecasts no longer reflect such estimates and judgments, then the Debtors will promptly inform, and provide updated forecasts to, Jefferies).

(c) The UCC acknowledges that this assignment may lead to an outcome not anticipated in this Agreement. In the event that circumstances have changed such that this engagement requires more of Jefferies' time and efforts than originally anticipated, the UCC agrees to meet and confer with Jefferies in good faith to determine the appropriate additional fees for Jefferies' services.

3. Use of Name, Advice, etc.

(a) No information or advice provided (other than any information or advice relating to the U.S. tax treatment and U.S. tax structure of any Transaction) or materials

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 4

prepared by Jefferies may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without Jefferies' prior written consent. The UCC and the Debtors shall not disseminate any materials bearing the Jefferies name or logo without Jefferies' knowledge and consent. In addition, the UCC agrees that any reference to Jefferies in any release, communication or other material is subject to Jefferies' prior written approval, which may be given or withheld in its reasonable discretion, for each such reference.

(b) Jefferies' advice is solely for the confidential use and information of the UCC (solely in the members' capacity as members of the UCC), and is only to be used in considering the matters to which this Agreement relates. Such advice may not be relied upon by any other party.

4. Compensation. The Debtors shall pay Jefferies each of the following:

(a) A monthly fee (the "Monthly Fee") equal to \$150,000 per month until the termination of this Agreement. The first Monthly Fee shall be deemed to have accrued in advance on the date of this Agreement and each subsequent Monthly Fee shall accrue and be payable in advance on the last day of each month thereafter; provided that all accrued but unpaid Monthly Fees incurred prior to Bankruptcy Court approval of this Agreement shall be immediately payable upon Bankruptcy Court approval of this Agreement. Additionally, fifty percent of the Monthly Fees in excess of four (4) Monthly Fees (\$600,000) actually paid to Jefferies under this Agreement shall be credited once, without duplication, against any Transaction Fee (as defined below) subsequently payable to Jefferies.

(b) A transaction fee in an amount equal to \$2,850,000 (the "Transaction Fee") payable upon the closing of a Transaction. For the avoidance of doubt, only one full Transaction Fee may be payable to Jefferies under the terms of this Agreement.

The UCC acknowledges that in light of Jefferies' substantial experience and knowledge in the restructuring market, the uncertain nature of the time and effort that may be expended by Jefferies in fulfilling its duties hereunder, the opportunity cost associated with undertaking this engagement, and the "market rate" for professionals of Jefferies' stature in the restructuring market generally, the fee arrangement hereunder is just, reasonable and fairly compensates Jefferies for its services. The UCC further acknowledges that it believes Jefferies' general restructuring expertise and experience, its knowledge of the capital markets and its other capabilities will inure to the benefit of the UCC in connection with any Transaction and that the value to the UCC of Jefferies' services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the compensation hereunder is reasonable regardless of the number of hours to be expended by Jefferies' professionals in the performance of the services to be provided hereunder and that none of the fees hereunder shall be considered to be "bonuses" or fee enhancements under applicable law.

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 5

5. Expenses. In addition to any fees that may be paid to Jefferies hereunder, whether or not any Transaction occurs, the Debtors will reimburse Jefferies, promptly upon receipt of an invoice therefor, for all out-of-pocket expenses (including reasonable fees and expenses of its counsel and ancillary expenses) incurred by Jefferies and its designated affiliates in connection with the engagement contemplated hereunder.

6. Indemnification. The terms and provisions of Schedule A are incorporated by reference herein, constitute a part hereof and shall survive any termination or expiration of this Agreement.

7. Termination. Jefferies' engagement hereunder will commence as of the date set forth above and the Agreement will remain in full force and effect (and will not be deemed completed) until the earlier of (a) automatic termination on the date on which each of the Debtors' cases is either (i) dismissed, (ii) converted to cases under chapter 7 of the Bankruptcy Code, or (iii) the effective date of a chapter 11 plan or such later date as may be provided in the order confirming the chapter 11 plan; or (b) the date on which terminated by either the UCC or Jefferies on five days' written notice to the other. Upon any termination of this Agreement, the Debtors shall promptly pay Jefferies any accrued but unpaid fees hereunder, and shall reimburse Jefferies for any unreimbursed expenses that are reimbursable hereunder. In the event of any termination of this Agreement, Jefferies shall continue to be entitled to the Transaction Fee if, on or prior to 12 months from the effective date of termination of this Agreement, the Debtors consummate one or more Transactions. Any such fee or fees shall be payable at the closing of any such Transaction. Upon any termination of this Agreement, the rights and obligations of the parties hereunder shall terminate, except for the obligations set forth in Sections 3-7, 10-18, and Schedule A, which shall survive any termination of this Agreement.

8. Exclusivity. During the term of this Agreement, the UCC agrees that it will not engage any other party to perform any services or act in any capacity for which Jefferies has been engaged pursuant to this Agreement with respect to any potential Transaction without the prior written approval of Jefferies. Notwithstanding the Debtors' obligations hereunder, including, but not limited to, their obligation to pay the fees and expenses of Jefferies and to indemnify Jefferies, it is understood and agreed that Jefferies' sole and exclusive client in connection with this engagement is the UCC, and Jefferies will in no circumstance be deemed to be an advisor to or have any obligation to any other party.

9. Bankruptcy Retention. The UCC shall use its reasonable best efforts to obtain prompt approval of this Agreement, pursuant to sections 328 and 1103 of the Bankruptcy Code, from the Bankruptcy Court. Such approval shall provide for the retention of Jefferies effective as of the date of this Agreement, shall incorporate all of the terms and conditions herein (explicitly including, but not limited to, the obligations and acknowledgements set forth in Schedule A), and shall provide that Jefferies' compensation shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code, and not subject to any other standard of review under section 330 of the Bankruptcy Code. The UCC agrees that the application to retain Jefferies pursuant hereto, and the proposed order in

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 6

connection therewith, will be subject to the prior approval of Jefferies in its sole and absolute discretion, and agrees that this Agreement (except for the obligations under Sections 4 and 5 and Schedule A hereto (and this sentence)) shall be null and void and Jefferies shall have no obligations hereunder unless such an order has been entered by the Bankruptcy Court and no appeal is pending as to such order.

10. Disclaimer.

(a) The UCC acknowledges that Jefferies' parent, Jefferies Financial Group Inc. (collectively with its subsidiaries and affiliates, "Jefferies Financial Group"), is a leading global, full-service investment banking and capital markets firm that offers a full range of investment banking, equities, fixed income, asset and wealth management products and services (including, without limitation, investment management, corporate finance, securities underwriting, trading and research and brokerage activities), and which owns a legacy portfolio of, and may make certain investments in or acquisitions of, other businesses and companies, in each case from which conflicting interests, or duties, may arise, and that Jefferies Financial Group maintains certain officers, directors and employees who also perform the same or similar roles for Jefferies. Information that is held elsewhere within Jefferies Financial Group, but of which none of the individuals in Jefferies' investment banking department involved in providing the services contemplated by this Agreement actually has (or without breach of internal procedures can properly obtain) knowledge, will not for any purpose be taken into account in determining Jefferies' responsibilities to the UCC under this Agreement. Neither Jefferies nor any other part of Jefferies Financial Group has or will have any duty to disclose to the Debtors or the UCC or use for the UCC's benefit any non-public information acquired in the course of providing services to any other party, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, Jefferies Financial Group may trade the securities of the Debtors and of potential participants in a Transaction for its own account and for the accounts of customers, and may at any time hold a long or short position in such securities. Jefferies recognizes its responsibility for compliance with federal securities laws and regulations in connection with such activities. Further, the UCC acknowledges that from time to time Jefferies' research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of the members of Jefferies' investment banking department, and may have an adverse effect on the UCC's interests in connection with a Transaction or otherwise. Jefferies' investment banking department is managed separately from its research department, and does not have the ability to prevent such occurrences. Jefferies Financial Group, its directors, officers and employees may also at any time invest on a principal basis or manage or advise funds that invest on a principal basis in any company that may be involved in the transactions contemplated hereby.

(b) The UCC acknowledges that (i) Jefferies will act as an independent contractor hereunder, its responsibility is solely owed to the UCC and contractual in nature, and Jefferies does not owe the UCC, or any other person or entity (including, without

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 7

limitation, any securityholder, affiliates, creditors or employees of the Debtors), any fiduciary or similar duty as a result of its engagement hereunder or otherwise, (ii) Jefferies and its affiliates will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by other parties who are providing services to the Debtors or the UCC, (iii) Jefferies is not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction, and (iv) the UCC has consulted, and will consult, as appropriate, with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of this Agreement and the transactions contemplated hereby, and that Jefferies and its affiliates shall have no responsibility or liability with respect thereto. The UCC agrees that it is capable of evaluating the merits and risks of such transactions and the fees payable in connection therewith and that it understands and accepts the terms, conditions, and risks of the transactions and fees.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

12. Exclusive Jurisdiction. Except as set forth below, the parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement to this Section 12 (any of the foregoing, a “Claim”) shall be commenced in the Commercial Division of the Supreme Court of the State of New York located in the City and County of New York, which court shall have exclusive jurisdiction over the adjudication of such matters and shall decide the merits of each Claim on the basis of the internal laws of the State of New York without regard to principles of conflicts of law; provided, however, that for so long as the Debtors’ chapter 11 cases are pending, any Claim shall be commenced and adjudicated in the Bankruptcy Court. The UCC and Jefferies agree and consent to personal jurisdiction, service of process and venue of such court, waive all right to trial by jury for any Claim and agree not to assert the defense of forum non-conveniens. The UCC and Jefferies also agree that service of process may be effected through next-day delivery using a nationally-recognized overnight courier, or personally delivered, to the addresses set forth or referred to in Section 16 hereof. The Debtors shall pay all of Jefferies’ costs and expenses (including, without limitation, fees and expenses of counsel) in an enforcement proceeding if the court in such proceeding determines that Jefferies is entitled to recover amounts due hereunder. The UCC and Jefferies further agree that a final, non-appealable judgment in respect of any Claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced. Neither Jefferies nor any of the Indemnified Persons (as defined in Schedule A) shall be responsible or have any liability for any indirect, special, punitive or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility thereof; provided that the foregoing shall not place any limitation on the Debtors’ indemnification obligations under Section 6 and Schedule A in

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 8

connection with third-party claims. In addition, the UCC agrees that irreparable harm to Jefferies will result in the event the Debtors fail, within 10 days of the receipt of a written demand from Jefferies, to pay any of the fees payable pursuant to Section 4 hereof, and in such event Jefferies may obtain, at its discretion, and in addition to any other remedies available to it, at law or in equity, either specific performance or summary judgment in lieu of complaint from any such court.

13. Payments.

(a) All payments to be made to Jefferies hereunder shall be non-refundable and made in cash by wire transfer of immediately available U.S. funds. Except as expressly set forth herein, no fee payable to Jefferies hereunder shall be credited against any other fee due to Jefferies. The Debtors' obligation to pay any fee or expense set forth herein shall be absolute and unconditional and shall not be subject to reduction by way of setoff, recoupment or counterclaim. The Debtors agree that (a) any definitive or other binding agreement entered into by any of the Debtors in respect of a Transaction shall provide for the transfer to Jefferies at the closing of the Transaction of a cash amount sufficient to pay in full, in accordance with Sections 4 and 5 above, Jefferies' fees and expenses to the extent not previously paid or reimbursed and (b) the Debtors shall not close the Transaction unless such transfer is made to Jefferies in accordance with the provisions hereof.

(b) All amounts payable to Jefferies or any other Indemnified Person under the terms of the Agreement shall be paid to Jefferies or any other Indemnified Person in U.S. dollars, free and clear of all deductions or withholdings. If the deduction or withholding is required by law, the Debtors will pay such additional amount as will be required to ensure that the net amount received by Jefferies or any other Indemnified Person is equal to the amount it would have received had no such deduction or withholding or charge been made.

(c) All fees and expenses payable under the provisions of the Agreement are subject to any applicable value added, sales, turnover, consumption or similar tax, which will be payable by or charged to the Debtors.

14. Services on Behalf of the UCC. Neither the UCC nor its constituents (including members of the UCC in such capacities), nor any of its advisors or professionals (including, but not limited to, counsel to the UCC ("UCC Counsel")), shall be liable for the fees, expenses or other amounts payable to Jefferies hereunder. Jefferies is providing its services as the investment banker to the UCC, and is not providing any services on behalf of the individual members of the UCC. To the extent any issue arises as to the scope, nature or substance of Jefferies's engagement, Jefferies and the UCC, with the advice of UCC Counsel, shall in good faith work to mutually resolve such issue.

15. Announcements, etc. The UCC and the Debtors agree that Jefferies may describe the Transaction and Jefferies' role in any form of media or in Jefferies' marketing materials, stating Jefferies' role and other material terms of the Transaction and using the Debtors' name and logo in connection therewith.

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 9

16. Notices. Notice required to be given in writing pursuant to any of the provisions of this Agreement shall be mailed by next-day delivery using a nationally-recognized overnight courier, or hand-delivered (a) if to the UCC, to UCC Counsel and (b) if to Jefferies, at 520 Madison Avenue, New York, New York 10022, Attention: General Counsel.

17. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified except in writing signed by each party hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other party, to be given in the sole discretion of the party from whom such consent is being requested. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party. This Agreement is binding upon and inures to the benefit of each party's successors and permitted assigns. This Agreement is solely for the benefit of the UCC, Jefferies and, to the extent expressly set forth herein, the Indemnified Persons and no other party shall be a third party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement; provided that Jefferies may, in the performance of its services hereunder, procure the services of other members of Jefferies Financial Group, which members shall be entitled to the benefits and subject to the terms of this Agreement. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. All references to "\$" or "dollars" herein shall be references to U.S. dollars. "Third party" as used herein shall mean any party other than the parties hereto. Any reference herein to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided. No failure or delay by Jefferies in exercising any right, power or remedy hereunder or pursuant hereto, or any failure to give notice of any breach of or to require compliance with any term of this Agreement, shall operate as a waiver thereof. This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. Federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against Jefferies because this Agreement was initially drafted by Jefferies and the parties waive any statute or rule of law to such effect. Nothing in this Agreement prohibits or restricts the Debtors or the UCC from, without notice to or permission from Jefferies, reporting possible violations of federal, state, or local law or

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, et al.**

As of July 31, 2025

Page 10

regulation to, or discussing any such possible violations with, any governmental agency or entity or self-regulatory organization, including by initiating communications directly with, responding to any inquiry from, or providing testimony before any federal, state, or local regulatory authority or agency or self-regulatory organization, including without limitation the Securities and Exchange Commission, the Commodities Futures Trading Commission, FINRA, and the Occupational Safety and Health Administration, recovering an award provided in connection with the provision of such information, or making any other disclosures that are protected by the whistleblower provisions of any federal, state, or local law or regulation.

18. Patriot Act. Jefferies hereby notifies the Debtors, the UCC, and the UCC's members that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act. Pub. L. N 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Debtors, the UCC, and the UCC's members in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

[The remainder of this page is intentionally left blank.]

**Official Committee of Unsecured Creditors
of LifeScan Global Corporation, *et al.***

As of July 31, 2025

Page 11

Please sign below and return to Jefferies to indicate your acceptance of the terms set forth herein.

Sincerely,

JEFFERIES LLC

By: /s/ Leon Szlezinger

Name: Leon Szlezinger

Title: Managing Director and
Joint Global Head of Debt Advisory
& Restructuring

Accepted and Agreed:

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF LIFESCAN GLOBAL
CORPORATION, *ET AL.***

By: 

Matthew Varzally, representative of CVS Pharmacy, Inc.,
solely in its capacity as Chair of the Official Committee of
Unsecured Creditors of LifeScan Global Corporation, *et al.*

SCHEDULE A

Reference is made to the Agreement attached hereto between Jefferies and the Official Committee of Unsecured Creditors of LifeScan Global Corporation and its affiliated debtors in possession (such committee and its members, the “UCC”). Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

As further consideration under the Agreement, the Debtors agree to indemnify and hold harmless Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other persons controlling Jefferies or any of its affiliates and their successors and permitted assigns (collectively, the “Indemnified Persons”), to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third-party subpoenas, damages, costs and expenses (each, an “Action”) (including, without limitation, full reimbursement of all fees and expenses of counsel incurred in investigating, preparing or defending against any such Action and in enforcing the terms of this Schedule A), as incurred, (a) related to or arising out of or in connection with any untrue or alleged untrue statement of material fact contained in the materials or other information provided by or on behalf of the Debtors or the UCC to Jefferies, investors or parties to a Transaction, or omission or alleged omission to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading or (b) otherwise, related to or arising out of or in connection with Jefferies’ services (whether occurring before, at or after the date hereof) under the Agreement, or a Transaction or any proposed transaction contemplated by the Agreement or any Indemnified Person’s role in connection therewith, whether or not resulting from an Indemnified Person’s negligence (“Losses”), provided, however, that, in the case of the foregoing clause (b), the Debtors shall not be responsible for any Excluded Losses. “Excluded Losses” shall mean Losses that arise out of or are based on any action of or failure to act by Jefferies to the extent such Losses are determined, by a final, non-appealable judgment by a court to have resulted primarily and directly from Jefferies’ gross negligence, bad faith or willful misconduct (other than an action or failure to act undertaken at the request or with the consent of the Debtors or the UCC). “Bad Faith” shall mean a malicious, fraudulent or intentionally misleading or dishonest act or omission that is contrary the best interests of the UCC and is inconsistent with customary standards of fair dealing and/or violates contractual obligations.

Each of the Debtors and the UCC agrees that no Indemnified Person shall have any liability to the Debtors or the UCC or their respective owners, parents, affiliates, securityholders or creditors, as applicable, for any Losses, except for Excluded Losses.

The Debtors agree that they will not settle, facilitate any settlement of, or compromise or consent to the entry of any judgment in, or otherwise seek to terminate, any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party to such Action) unless Jefferies has given its prior written consent, or the settlement, compromise, consent or termination (i) includes an express unconditional release of such Indemnified Person from all Losses arising out of such Action and (ii) does not include any admission or assumption of fault on the part of any Indemnified Person.

If, for any reason (other than by reason of a final, non-appealable judgment by a court as to the gross negligence or willful misconduct of Jefferies as provided above) the foregoing indemnity is judicially determined to be unavailable to an Indemnified Person for any reason or insufficient to hold any Indemnified Person harmless, then the Debtors agree to contribute to any such Losses in such proportion as is appropriate to reflect the relative benefits received or proposed to be received by the Debtors and their respective securityholders, on the one hand, and by Jefferies, on the other, from a Transaction or proposed transaction under the Agreement or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Debtors and their respective securityholders, on the one hand, and Jefferies, on the other, but also the relative fault of the Debtors and their respective securityholders on the one hand, and Jefferies, on the other, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Indemnified Persons to all Losses shall not exceed the amount of fees actually received by Jefferies with respect to the services rendered pursuant to the Agreement. Relative benefits to the Debtors and their respective securityholders, on the one hand, and to Jefferies, on the other hand, shall be deemed to be in the same proportion as (i) the total transaction value of a Transaction or the proposed transaction under the Agreement bears to (ii) all fees actually received by Jefferies in connection with the Agreement.

The indemnity, contribution and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Debtors may have to any Indemnified Person at common law or otherwise, (ii) shall survive the termination of the Agreement, (iii) shall apply to any modification of Jefferies’ engagement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Jefferies or any other Indemnified Person, (v) shall be binding on any successor to or assign of the Debtors and successors to or assigns to the Debtors’ businesses and assets and (vi) shall inure to the benefit of any successor or assign of any Indemnified Person. For a period beginning on the date hereof and ending on that date which is three years from termination of the Agreement, prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its

SCHEDULE A

outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Debtors set forth in this Schedule A, the Debtors will notify Jefferies in writing thereof (if not previously notified) and, if requested by Jefferies, shall arrange in connection therewith alternative means of providing for the obligations of the Debtors set forth in this Schedule A, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to Jefferies; provided, however, that, if any action, proceeding or investigation is pending at the end of such three-year period for which a claim for indemnification, contribution or reimbursement under this Schedule A has been made, the Debtors' obligations hereunder shall continue until such action, proceeding or investigation has been ultimately resolved.

Exhibit B

Szlezinger Declaration

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

In re:

LifeScan Global Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-90259 (ARP)

(Jointly Administered)

**DECLARATION OF LEON SZLEZINGER IN SUPPORT OF THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS' APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING (I) THE RETENTION AND EMPLOYMENT OF
JEFFERIES LLC AS INVESTMENT BANKER TO THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS PURSUANT TO 11 U.S.C.
§§ 328(A) AND 1103(A), EFFECTIVE AS OF JULY 31, 2025;
(II) WAIVING CERTAIN INFORMATIONAL REQUIREMENTS; AND
(III) GRANTING RELATED RELIEF**

I, Leon Szlezinger, hereby declare under penalty of perjury that, to the best of my knowledge, information and belief, and after reasonable inquiry, the following is true and correct:

1. I am a Managing Director and Joint Global Head of Debt Advisory & Restructuring at Jefferies LLC ("Jefferies"), an investment banking and financial advisory firm with principal offices located at 520 Madison Avenue, New York, New York 10022, as well as at other locations worldwide.

2. I submit this declaration (this "Declaration") in support of the application (the "Application")² of the Official Committee of Unsecured Creditors (the "Committee")

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation's principal place of business and the Debtors' service address in these Chapter 11 cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

² Capitalized terms used in this Declaration and not defined have the meanings given to such terms in the Application.

appointed in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order authorizing the Committee to retain and employ Jefferies as its investment banker, effective as of July 31, 2025, pursuant to the terms and subject to the conditions of the Engagement Letter.

3. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and, if called as a witness, I would testify thereto. Certain of the disclosures herein, however, relate to matters within the personal knowledge of other professionals at and representatives of Jefferies and are based on information provided by such professionals.

JEFFERIES’ QUALIFICATIONS

4. I believe that Jefferies and the professionals it employs are qualified to advise the Committee on the matters for which Jefferies is proposed to be employed in a cost-effective, efficient, and timely manner.

5. Jefferies is a registered broker-dealer with the United States Securities and Exchange Commission and is a member of the Boston Stock Exchange, the International Stock Exchange, the Financial Industry Regulatory Authority, the Pacific Stock Exchange, the Philadelphia Stock Exchange, and the Securities Investor Protection Corporation. Jefferies was founded in 1962 and is a wholly-owned subsidiary of Jefferies Financial Group Inc., which, together with its affiliates, has gross assets of approximately \$51 billion and thousands of employees globally with offices around the world.

6. Jefferies provides a broad range of corporate advisory services to its clients including, without limitation, services relating to the following: (a) general financial advice; (b) mergers, acquisitions, and divestitures; (c) special committee assignments; (d) capital raising; and (e) corporate restructurings. Jefferies and its senior professionals have extensive experience

in the reorganization and restructuring of troubled companies, both out of court and in chapter 11 proceedings. Jefferies has advised debtors, creditor and equity constituencies, and purchasers in numerous reorganizations in the United States and worldwide. Since 2007, Jefferies has been involved in more than 250 restructurings representing more than \$550 billion in restructured liabilities.

7. Jefferies has extensive experience in reorganization cases and has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors, creditors, and creditors' committees throughout the United States. Jefferies and its professionals are providing or have provided investment banking, financial advisory, and other services in connection with the following recent chapter 11 cases, among others: *In re GO Lab, Inc.*, Case No. 25-10557 (KBO) (Bankr. D. Del. Mar. 25, 2025); *In re Plenty Unlimited Texas LLC*, Case No. 25-90105 (CML) (Bankr. S.D. Tex. Mar. 23, 2025); *In re Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (MG) (Bankr. E.D.N.Y. Oct. 17, 2024); *In re Steward Health Care System LLC*, Case No. 24-90213 (CML) (Bankr. S.D.T.X. July 12, 2024); *In re WOM, S.A.*, Case No. 24-10628 (KBO) (Bankr. D. Del. June 20, 2024); *In re Number Holdings, Inc.*, Case No. 24-10719 (JKS) (Bankr. D. Del. Apr. 7, 2024); *In re Ebix*, Case No. 24-80004 (SWE) (Bankr. N.D. Tex. Feb. 6, 2024); *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 25, 2024); *In re Barretts Minerals Inc.*, Case No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 21, 2023); *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Sept. 12, 2023); *In re Qualtek Services, Inc.*, Case No. 23-90584 (CML) (Bankr. S.D. Tex. Aug. 4, 2023); *In re Benefytt Technologies, Inc.*, Case No. 23-90566 (CML) (Bankr. S.D. Tex. July 24, 2023); *Pipeline Health System, LLC*, Case No. 22-90291 (MI) (Bankr. S.D.

Tex. Oct. 2, 2022); *Mining Project Wind Down Holdings, Inc. (f/k/a Compute North Holdings, Inc.)*, Case No. 22-90273 (MI) (Bankr. S.D. Tex. Sep. 22, 2022).

NO ADVERSE INTEREST

8. In connection with its retention and employment by the Committee, Jefferies undertook to determine whether Jefferies: (a) has any connection with the Debtors, their affiliates, their creditors, or any other parties in interest in the Chapter 11 Cases or (b) has an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders.

9. To check potential connections with the Debtors and other parties in interest in the Chapter 11 Cases, Jefferies has searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on **Schedule 1** hereto (the "Potential Parties in Interest"). Specifically, Jefferies entered the names of the Potential Parties in Interest into a database containing the names of Jefferies' current and former corporate investment banking clients or municipal finance clients. To the extent that this inquiry has revealed that certain Potential Parties in Interest (or their apparent affiliates) were current or former corporate investment banking clients or municipal finance clients of Jefferies within the past three years, these parties have been identified on a list (the "Client Match List") annexed hereto as **Schedule 2**. Through the information generated from the aforementioned inquiry and through follow-up inquiries to Jefferies professionals responsible for certain clients (or their apparent affiliates) listed on the Client Match List, Jefferies has determined that, except as otherwise stated herein or the Client Match List, its representation of the clients on the Client Match List concerned matters unrelated to the Debtors. As to the Potential Parties in Interest not identified on the Client Match List, Jefferies has not been employed by or rendered advisory services or municipal finance services to any such parties within the past three years.

10. As part of its diverse global activities, Jefferies is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in the Chapter 11 Cases. Further, Jefferies has in the past, and may in the future, advise and/or be represented by several attorneys, law firms and other professionals, some of whom may be involved in the Chapter 11 Cases. Finally, Jefferies has in the past, and will likely in the future, be working with or against other professionals involved in the Chapter 11 Cases in matters wholly unrelated to the Chapter 11 Cases. Based upon my current knowledge of the professionals involved in the Chapter 11 Cases, and, to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with the Chapter 11 Cases.

11. Jefferies is a global investment banking firm with broad activities covering, in addition to its investment banking and financial advisory practice, trading in equities, convertible securities, and corporate bonds. With more than 80,000 customer accounts and thousands of relationships and transactions around the world, it is possible that one or more of Jefferies' clients or a counterparty to a securities transaction may hold a claim or interest or otherwise be Potential Parties in Interest in the Chapter 11 Cases and that Jefferies and/or its affiliates may have other business relationships and/or connections with such Potential Parties in Interest. Certain Potential Parties in Interest may also serve on official or ad hoc committees which have retained Jefferies in other cases. Further, as a major market maker in equity securities as well as a major trader of corporate bonds and convertible securities, including those of creditors or parties in interest in the Chapter 11 Cases, Jefferies regularly enters into securities transactions with other registered

broker-dealers as a part of its daily activities. Jefferies is also engaged from time to time by various municipalities and other governmental entities on financing and related matters. Some of these counterparties may be creditors, equity holders or other parties in interest in the Chapter 11 Cases. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with the Chapter 11 Cases.

12. In addition, as of the date hereof, Jefferies and its affiliates have thousands of employees worldwide. It is possible that certain of Jefferies' and its affiliates' respective directors, officers, and employees may have had in the past, may currently have, or may in the future have connections to (a) the Debtors, (b) the Potential Parties in Interest, and/or (c) funds or other investment vehicles that may own debt or securities of the Debtors or other Potential Parties in Interest. Furthermore, in addition to the parties listed on **Schedule 2**, Jefferies may also represent, or may have represented, affiliates, equity holders and/or sponsors of the Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors or insurers of Jefferies and/or have other non-investment banking relationships with Jefferies. Jefferies may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that appear on the Potential Parties in Interest list. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with the Chapter 11 Cases.

13. Certain affiliates of Jefferies serve as managers for a number of investment vehicles (collectively, the "**Managed Funds**"). The Managed Funds are principally intended for investments

by third parties unrelated to Jefferies. However, such investors may also include financial institutions (some of which may be parties in interest in the Chapter 11 Cases), affiliates of Jefferies, or their respective officers and employees (some of whom may be Jefferies' employees providing services in connection with the Chapter 11 Cases). Jefferies' employees working in connection with the Chapter 11 Cases have no control over or involvement in investment decisions made for the Managed Funds. With respect to the Managed Funds, Jefferies makes the following additional disclosures:

- (a) Among other things, the Managed Funds are (i) active direct investors in a number of portfolio companies (the "Equity Investments") and (ii) investors in a variety of debt instruments and mezzanine loans or similar securities (the "Income Investments" and, together with the Equity Investments, the "Portfolio Holdings"); and
- (b) The fund managers of the Managed Funds maintain control over investment decisions with respect to the Portfolio Holdings. Many financial institutions and parties in interest who may be involved in the Chapter 11 Cases may also be investors in the Managed Funds. Moreover, the Managed Funds may invest from time to time in Portfolio Holdings relating to the Debtors or parties in interest in the Chapter 11 Cases. In order to comply with securities laws and to avoid any appearance of impropriety, the employees of the Managed Funds are strictly separated from the employees of Jefferies. Jefferies maintains a strict separation between its employees assigned to the Chapter 11 Cases and employees involved in the management of Jefferies' investment banking division, on the one hand, and other employees of Jefferies (*e.g.*, sales and trading employees) and its affiliates (including the employees of the Managed Funds), on the other hand. This separation is maintained through the use of information walls. These information walls include physical and technological barriers, compliance, and surveillance mechanisms, and policies and procedures designed to prevent confidential information from being shared improperly. Consequently, as no confidential information concerning the Debtors is permitted to be communicated to any persons working for the Managed Funds, Jefferies does not believe that the relationships outlined above constitute interests adverse to the estates or render Jefferies not disinterested in the Chapter 11 Cases.

14. Additionally, Jefferies Financial Group Inc. (Jefferies' parent company) has a 50% joint venture interest in a corporate lending joint venture, Jefferies Finance LLC ("JFIN"), with Massachusetts Mutual Life Insurance Company. I understand that JFIN held a position in the

Debtors' prepetition revolver facility until it was repaid before the commencement of the Chapter 11 Cases.

15. In addition, as part of its regular business operations, Jefferies may trade securities and other instruments of the Debtors on behalf of third parties (some of whom may be parties in interest in the Chapter 11 Cases). Jefferies may also trade securities and other instruments of the Potential Parties in Interest on behalf of itself and/or its affiliates or third parties. Any and all such trading operations and market making activities are separated from Jefferies' investment banking department, and its managing directors and employees (including the investment banking professionals working on the Chapter 11 Cases), by an information barrier, and no Jefferies professionals providing services to the Committee will be involved with such trading operations and market making activities in any capacity.³ Since prior to its retention by the Committee, Jefferies has not and will not own or hold any debt or any equity securities of the Debtors for its own account as long as Jefferies is employed by the Committee.

16. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in the Chapter 11 Cases. Consequently, although reasonable effort has been made to discover Jefferies' connections with the Potential Parties in Interest, Jefferies is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in the Chapter 11 Cases. If Jefferies discovers any information that is contrary or pertinent to the statements made herein, Jefferies will promptly disclose such information to the Court. Additionally, as noted above, Jefferies is part of a global investment banking firm and thus has several legally separate and

³ These information barriers include physical and technological barriers, compliance and surveillance mechanisms and policies and procedures designed to prevent confidential information from being shared improperly.

distinct foreign and domestic affiliates. Although employees of certain affiliates may sometimes assist Jefferies in connection with a restructuring engagement, as Jefferies is the only entity being retained in the Chapter 11 Cases, we have researched only the electronic client files and records of Jefferies, not of all of its affiliates, to determine connections with any Potential Parties in Interest.

17. Jefferies does not advise, has not advised, and will not advise any entity other than the Committee in matters related to the Chapter 11 Cases. Jefferies will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in the Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

18. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, Jefferies: (a) is not a creditor, equity security holder, or an insider of the Debtors and (b) was not, within two (2) years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Jefferies' professionals expected to assist the Committee in the Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of Texas, the U.S. Trustee or any person employed by the U.S. Trustee.

19. If any new material relevant facts or relationships are discovered during the pendency of the Chapter 11 Cases, Jefferies will promptly file a supplemental declaration disclosing such new material facts or relationships.

PROFESSIONAL COMPENSATION

20. As of the date of this Declaration, Jefferies has received no compensation for its work on behalf of the Committee.

21. The Fee and Expense Structure and indemnification obligations set forth in the Application and the Engagement Letter are consistent with Jefferies' typical fee for work of this nature. The fees are set at a level designed to compensate Jefferies fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Jefferies' policy to charge its clients for all disbursements and expenses incurred in the rendition of services.

22. It is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Jefferies' restructuring professionals, when formally retained in chapter 11 cases, and when required by local rules, do, and in the Chapter 11 Cases will, keep time records in half-hour increments describing their daily activities and the identity of persons who performed such tasks. Jefferies will also supplement this information with a list of the non-restructuring professionals who assist the restructuring department on this matter but who do not, as a matter of general practice, keep records in the same manner.

23. The Fee and Expense Structure is comparable to those generally charged by investment banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court, and reflects a balance between fixed, monthly fee and contingency amounts which are tied to the closing of a transaction as contemplated in the Engagement Letter.

24. The Engagement Letter was negotiated at arm's length and in good faith, and I believe that the provisions contained therein, as would be modified by the Proposed Order, are reasonable terms and conditions of Jefferies' employment by the Committee. With respect to the Engagement Letter's indemnification provisions, unlike the market for other professionals that a debtor or committee may retain, indemnification is a standard term of the market for investment bankers. The indemnity, moreover, is comparable to those generally obtained by investment

banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court.

25. Other than as set forth above and in the Engagement Letter, there is no proposed arrangement between the Committee and Jefferies for compensation to be paid in the Chapter 11 Cases. Jefferies has no agreement with any other person or entity to share any compensation received, nor will any such agreement be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

INDEMNIFICATION OF JEFFERIES

25. As part of the overall compensation payable to Jefferies under the terms of the Engagement Letter, the Engagement Letter provides for certain indemnification obligations to Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees, and agents, and any other controlling persons, to the fullest extent lawful, from and against any claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs, and expenses, as incurred, related to or arising out of or in connection with Jefferies' services under the Engagement Letter. Such terms of indemnification, as modified by the Order, reflect the qualifications and limits on such terms that are customary for investment bankers such as Jefferies in chapter 11 cases and are generally consistent in all material respects with the indemnification provision contained in Jefferies' standard engagement letter for both in and out of court restructuring advisory and support services.

26. I believe that the indemnification, contribution, reimbursement, and other related provisions contained in the Engagement Letter (the "Indemnification Provisions"), and as would be modified in the Order, are customary and reasonable for investment banking engagements, both

in and out of court, and reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

27. The Committee and Jefferies negotiated the terms of the Engagement Letter and Indemnification Provisions at arm's-length and in good faith. I believe that the Indemnification Provisions of the Engagement Letter, as would be modified by the Order, viewed in conjunction with the other terms of Jefferies' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors. Accordingly, it is my opinion that this Court should approve the Indemnification Provisions, as would be modified by the Order.

28. The foregoing constitutes the statement of Jefferies pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 5002.

[Remainder of Page Left Intentionally Blank]

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

Dated: August 25, 2025

/s/ Leon Szlezinger

Leon Szlezinger
Managing Director
Jefferies LLC

Schedule 1

Potential Parties in Interest List¹

Bankruptcy Judges and Staff

Aimee Veliz	Lana Reimann
Al Lugano	Laura Haney
Amanda Hrycak	Laurie Capp
Anna Salazar	Laurie Selber Silberstein
Brendan L. Shannon	Lora Johnson
Cacia Batts	Lucia Smith
Catherine Farrell	Marquetta Lopez
Chief Judge Eduardo V. Rodriguez	Mary F. Walrath
Claire Brady	Nathan Ochsner
Craig T. Goldblatt	Nickita Barksdale
Danielle Gadson	Nikki Washington
Darlene Hansen	Paula Subda
Demitra Yeager	Rachel Bello
J. Kate Stickles	Rosario Saldana
Jeannie Chavez	Rosy D'Venturi
Jill Walker	Sierra Thomas-Anderson
John T. Dorsey	Thomas M. Horan
Judge Alfredo R. Perez	Tracey Conrad
Judge Christopher M. Lopez	Tyler Laws
Judge Jeffrey P. Norman	Velma T. Barrera
Judge Marvin Isgur	Xavier Hurt
Karen B. Owens	

Bankruptcy Professionals

Houlihan Lokey Milbank LLP	Paul, Weiss, Rifkind, Wharton & Garrison LLP
-------------------------------	--

Banks/Lenders/UCC Lien Parties/Administrative Agents

American Money Management Corporation	BC Partners Advisors L.P.
Amundi Pioneer Investment Management Inc	Blackstone GSO Debt Funds Management
Ankura Trust Company	Blackstone Liquid Credit Strategies LLC
Antipodes	Bluemountain Capital Management, LLC
Ares Management	Brigade Capital Management LLC
Assured Investment Management LLC	Canaras Capital Management LLC
Bank of America	Canyon Capital Advisors LLC
Barclays Bank PLC New York	Canyon Partners
Bardin Hill Investment Partners LP	Constitution Capital Credit Partners, LP
Barings Global Advisors Limited	Deutsche Bank AG New York Branch
Barings International Investment Limited	Ellington Management
Barings LLC	Encina Capital Partners

¹ The parties included on this list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that would otherwise fall under multiple categories is likely to be listed under only one category.

First Eagle Alternative Credit LLC
 First Eagle Investment Management, LLC
 First Eagle Private Credit
 FS Global Advisor, LLC
 FS Investments
 Goldman Sachs Bank USA
 Goldman Sachs Group, Inc. (The)
 GSO / Blackstone Debt Funds Management LLC
 GSO Capital Partners LP
 Guardian Investor Services LLC
 Halcyon Asset Management LLC
 Harbert Management Corporation
 HPS Investment Partners, LLC
 I.G. Investment Management, Ltd.
 IAM Capital Markets Limited
 Jefferies Finance LLC
 JPMorgan Chase Bank, National Association
 LCM Asset Management LLC
 Mackenzie Financial Corporation
 Mackenzie Investments
 Marathon Asset Management, L.L.C.
 Midocean Credit Fund Management LP

Midocean Partners
 Morgan Stanley Investment Management Inc
 Neuberger Berman Investment Advisers LLC
 Oppenheimer Funds Inc.
 Palmer Square Capital Management LLC
 Park Avenue Institutionals Advisers
 Pinebridge Investments LLC
 Pretium Credit Management
 Riva Ridge Capital Management LP
 Royal Bank of Canada New York Branch
 Schultze Asset Management
 Silver Point Capital, Limited Partnership
 Sound Point Capital Management LP
 The Guardian Life Insurance Company of America
 THL Credit Advisors LLC
 Victory Capital Management Inc
 Whitestar Asset Management LLC
 Wilmington Savings Fund Society
 Z Capital Credit Partners, L.L.C.
 Z Capital Partners, L.L.C.

Customers

A.A.Laquis (Barbados) Limited
 A.A.Laquis (Trinidad) Limited
 Adapthealth LLC
 Advanced Diabetes Supply Db
 AL Amad Drug Store
 Ali Bin Ali Medical
 Amerisource Bergen Corporation
 Amerisourcebergen Corporation
 Aqvitox Technology S.R.O.
 Aqvitox Technology S.R.O.Org.Slozka
 Australasian Medical&Scientific Ltd.
 Baycare Health System
 Blue Cross Blue Shield of Rhode Island
 Byram-SE Healthcare Centers
 Cardinal Health
 Cardinal Medical Products & Svcs
 CCS Medical
 CMK Dummy Address (FOC)
 Cura Health CO.K.S.C.C
 CVS
 CXC Dummy Address Warranty - US
 Dakota Drug Inc
 Danox
 DDP Medical Supply
 Direct Relief International
 Discount Drug Mart Inc
 Distributor of Tmall Maple HK Company
 DKSH Hong Kong Ltd
 DKSH Malaysia SDN BHD
 DKSH Market Expansion Services

DKSH Philippines, Inc
 DKSH Taiwan Ltd.
 DKSH Thailand Ltd.
 DKSH Vietnam Co., Ltd.
 Dr. David Shearer – IIS FOC
 EBN Sina Medical Establishment
 Eden Pharma SA (PTY) Ltd
 Edgepark Surgical Inc
 Edwards Healthcare Supply
 Express Scripts, Inc.
 Federal Healthcare Delivery (DOD)
 Federal Healthcare Delivery (OGA)
 Federal Healthcare Delivery (VA)
 Flextronics Manufacturing HK Ltd.
 GEMCO Medical
 Giant Eagle
 HCP- Sales
 HCP/NPP Samples
 Henry Schein Inc
 Henry Schein, Inc.
 Independent Pharmacy Cooperative
 Inmar Supply Chain Services
 J & B Medical Supply Co., Inc.
 J & B Medical Supply Company, Inc
 J. Gasso Gasso
 JD Juhong HK
 Johnson & Johnson, S.R.O
 Kaiser Permanente
 Kaiser Permanente of Washington
 Khalil Fattal & Sons

Kuehne & Nagel UK
Kuehne + Nagel Geel NV
Kuehne + Nagel Inc.
Kuehne + Nagel Logistics NV
Kuehne + Nagel Ltd.
Kuehne + Nagel Ltd_Ontario
Kuehne + Nagel Pvt. Ltd. Mumbai FtWz
Legacy Health Us LLC
Lifescan Direct Dummy C Record
Lifescan SAS
Lifescan Scotland Ltd.
Lifescan, Inc.
Louisiana Wholesale Drug
Mail Order Meters
Mckesson Financial CTR DOC Processing
Mckesson Medical
Mckesson Medical-Surgical, Inc. - MO
Medcorp S.A.
Medical Partner
Medis-M D.O.O.
Medor
Medtronic Minimed, Inc.
Mega Store SHPK
Meijer
Mini Pharmacy
Modern Pharmaceutical Co.
Morris & Dickson Co Ltd.
MPP - Dummy Address (Patients)
Muscat Pharmacy & Stores LLC
Nacional Comercial Hospitalar S.A.
NCO-HCP Self Service
Neuca S.A.
North Carolina Mutual Drug
Nova Biomedical Corporation
Other Samples

OTS Dummy Address (FOC)
OTS Dummy Address (Stripe) H/W
Palb Pharmaceuticals Ltd
Pattern Inc.
Payless Distributors
Pharmaoverseas Import & Export
Phillips Distributors Ltd.
Platinum Equity Advisors LLC
Premier Medical Distribution
Premier RX Wholesale LLC
Progressive Distributors Ltd.
Pro-Pharma
Propharma International Trading Limited
PT. Wicaksana Overseas
RGH Enterprises
Rite Aid Corp
SGS Ewacs N.V.
Sidus S.A.
SITCO
Smith Drug Co
Star Pharmaceuticals Ltd.
Supervalu
Surgipharm Limited
Synoptis Pharma SP. Z O.O.
The Davinci Co LLC 97Uf6
Trustmed S.R.L
UCTD
Universal Biosensors B.V.
Universal Biosensors LLC
Universal Biosensors PTY Ltd
Value Drug Co
Wael Pharmacy Co. W.L.L.
德迅(中国)货运代理有限公司

Debtors

Duv Intermediate Holding II Corporation
Lifescan China, LLC
Lifescan Global Corporation
Lifescan Institute, LLC

Lifescan IP Holdings, LLC
Lifescan, Inc.

Directors/Officers

Adam Novak
Adil Abkari
Akira Sasaki
Alan Dermot Ward
Alisandra Rizzolo
Aliyah Walji
Alok Garg
Aman Jhuty
Barbara Velasco
Beate Henrich
Bradwell Limited

Brandon Crawley
Brian Heald
Carsten Schomburg
Claudia Duncan
David Segebarth
Dawn Walloch
Ekaterina Alexandrovna Creanga
Enrique Gibert
Eva Kalawski
Frank Knapp
Frank Mullen

Gary Broadbent
Haoqing Deng
Hervé Jean-Baptiste Morisset
Ian Downie
Jack Hung-Wen Wang
Jack Wang
Jacob Kotzubei
James Rushing
Jean-Francois Rietjens
John De Grandpre
John Holland
Kevin Smith
Mark Rosenberg
Mary Ann Sigler
Matthew Louie
Michael Bender
Michael Fabiano
Moamen Elsayed Mohamed Ibrahim

Nadezhda Rozhkova
Nataliia Valeriivna Afanasieva
Nicola Schelstraete
Nuno Miguel Vincente De Araujo Lomba
Pablo Briones
Patrick Czompo
Philip A. Lawless
Polly Middleton
Stuart Morton
Todd Krombolz
TY Renbarger
Val Asbury
Valerie Asbury
Vincent Le Floch
Virendra Pareek
Werner Kirschbaum
Wiebke Hess

Insurance

ACE American Insurance Co.
ACE American Insurance Company
ACE American Insurance Company (Chubb)
Axis Surplus Insurance Co.
Bankers Standard Insurance Co.
Chubb European Group SE
Chubb Insurance (Switzerland) Limited
Chubb Insurance Co. of Canada
Chubb Insurance Japan
Chubb Seguros Mexico S.A.
Emirates Insurance Company
Endurance Risk Solutions Assurance Co.
Endurance Risk Solutions Assurance Co. (Sompo International)
Everest Indemnity Insurance Co.
Everest National Insurance Company
Factory Mutual Insurance Co.
Federal Insurance Company
Federal Insurance Company (Chubb)

Fm Global De Mexico, S.A. De C.V.
Fm Insurance Company Ltd.
Huatai P&C Insurance Company Ltd.
ICICI Lombard General Insurance Ltd.
Illinois Union Insurance Company
Indian Harbor Insurance Co.
Ironshore Specialty Insurance Co.
Lloyd's of London
National Union Fire Ins. Co.
National Union Fire Insurance Company of Pittsburgh
National Union Fire Insurance Company of Pittsburgh, PA (AIG)
Old Republic Insurance Company
Old Republic Professional Liability, Inc.
QBE Insurance Corporation
Steadfast Insurance Co.
Tokio Marine & Nichido Fire Ins. Co. Ltd.

Landlords

WPT Land 2 LP

Litigation

Anaplan
Eduardo Andrade
Kinaxis
MSP Recovery Claims, Series LLC

MSPA Claims 1, LLC
Solventum

Medicaid State Authorities

Arkansas Department of Human Services
California Department of Health Care Services

Connecticut Department of Social Services
Connecticut Medical Assistance Program

Florida Agency For Health Care Administration
 Illinois Department of Healthcare and Family Services
 Kentucky Cabinet for Health and Family Services
 Louisiana Department of Health
 Maine Department of Health and Human Services
 Missouri Department of Social Services
 Nevada Department of Health and Human Services
 New York State Department of Health
 North Dakota Department of Human Services

Ohio Department of Medicaid
 Oklahoma Health Care Authority
 Pennsylvania Department of Human Service
 South Carolina Department of Health and Human Services
 Utah Department of Health
 Vermont Agency of Human Services
 Wisconsin Dept of Health Services
 Wyoming Department of Health

Non-Debtor Affiliates

DUV Holding Corporation
 DUV Intermediate Holding Corporation
 Lifescan (Guangzhou) Medical Equipment Company Limited
 Lifescan (Shanghai) Medical Equipment Company Limited
 Lifescan Belgium Bvba
 Lifescan Canada ULC
 Lifescan Czech Republic S.R.O.
 Lifescan Deutschland Gmbh
 Lifescan Europe Gmbh
 Lifescan Foreign Holdings, LLC
 Lifescan France SAS
 Lifescan Healthcare Ireland Limited
 Lifescan Holding II Limited
 Lifescan Holding Limited

Lifescan Holdings, LLC
 Lifescan Italy S.R.L.
 Lifescan Japan KK
 Lifescan Medical Devices India Private Limited
 Lifescan Mexico, S. De R.L. De C.V.
 Lifescan Middle East FZ LLC
 Lifescan Österreich Gmbh
 Lifescan Portugal, Unipessoal LDA
 Lifescan Russia Limited Liability Company
 Lifescan Scotland Limited
 Lifescan Spain, S.L.
 Lifescan U.K. Limited
 Lifescan Ukraine LLC
 PE Lifescan Holdings, LLC

Non-US Landlords

AL Jalila Foundation
 ALTF Spaces Private Limited
 Eurocore Cubus S.À R.L.
 GEP Czech Republic S.R.O
 Guangzhou Yunsheng Tianji Technology Co., Ltd.
 IWG Management
 IWG Management (Austria) Gmbh

Lopar NV
 Mitsui Fudosan Co., Ltd
 Mitsui Fudosan Facilities Co.
 Regus Business Centers AG
 Shanghai Huangquan Property Management Co., Ltd.
 Shanghai Minyin Industrial Co., Ltd.

Ordinary Course Professionals

Abu-Ghazaleh Intellectual Property
 AL Tamimi & Company
 Armstrong Teasdale
 Axiom Global Inc.
 Benesch, Friedlander, Coplan & Aronoff L
 Bereskin & Parr
 Berggren OY
 Borden Ladner Gervais
 Broadbent Advisors LLC
 BSI Group
 Bufete Soni
 Cain Lamarre
 Carpmals & Ransford
 Central Intellectual Property & Law

Cermak A Spol
 Cfgi Holdings, LLC
 Chang TSI & Partners
 China Patentent
 Clarivate Analytics
 Cogency Global
 Convera Interco
 Daignault Iyer
 Dannemann, Siemsen, Bigler & Ipanema
 Deloitte
 Dentons
 Domnern Somgiat And Boonma
 Ernst & Young
 Eversheds Sutherland (US) LLP

Faegre Drinker Biddle & Reath LLP
Gang Luan
Griffin Intellectual Property Services
HFG Limited
Integritet Global Consulting
Jackson Lewis PC
K&L Gates
Lall & Sethi
Law Firm Gorodissky & Partners
Lois A. Gianneschi
Lot Network
Meisterernst Rechtsanwaelte
Morgan, Lewis & Bockius
Navex Global
Norton Rose Fulbright
Novagraaf
Okamura Intellectual Property office
Oneworld Intellectual Property
Perez Alati Grandona Benites and Arntsen
PMC Treasury
Priori Legal
Pro Pharma

Quarles & Brady
Reed Smith
Reinhold Cohn And Partners
Rivadeneyra, Trevino Y De Campo
Romulo Law office
Ropes & Gray
Saba & Co
Schenck Price Smith & King
Shanghai Patent
Shobayashi International Patent
Sidley Austin
Spoor & Fisher South Africa
SSI (US). D/B/A Spencer Stuart
The Law office of John W. Chapas II, Esq
Trexo Global
Tsar & Tsai Law Firm
Vaneps
Veirano Advogados
West Publishing Corporation
Willkie Farr & Gallagher

Pharmacy Benefit Managers

Ascent Health Services LLC
Caremark Corporation
Emisar Pharmacy Services LLC
Envision Pharmaceutical Services, LLC
Express Scripts Inc.

Horizon Healthcare of NJ Inc
Optum RX
Zinc Health Services LLC

Significant Competitors

Bionime Corporation
Dexcom, Inc.
I-Sens, Inc.

Medtronic
Roche Diabetes Care

Significant Equity Holders

Platinum Equity, LLC

Taxing Authority/Governmental/Regulatory Agencies

Alabama Department of Revenue
Arizona Department of Revenue
Arkansas Department of Finance & Administration,
Sales & Use Tax Department
California Department of Tax and Fee
Administration
Department of Revenue Services
Federal Public Service
Florida Department of Revenue
FPS Finance
Georgia Department of Revenue
HM Revenue and Customs
Illinois Department of Revenue

Indiana Department of Revenue
Internal Revenue Service
Kentucky Department of Revenue
Louisiana Department of Revenue
Maryland Department of Assessments and Taxation
Massachusetts Department of Revenue
Michigan Department of Treasury
Minnesota Revenue
Mississippi Department of Treasury
Missouri Department of Treasury
Nebraska Department of Revenue
New Jersey Division of Taxation
New York State Dept of Taxation and Finance

North Carolina Department of Revenue
North Dakota office of State Tax Commissioner
Ohio Department of Taxation
Oklahoma Tax Commission
Pennsylvania Department of Revenue
Rhode Island Division of Taxation
South Carolina Department of Revenue
State of Hawaii Department of Taxation
State of Nevada Department of Taxation
State of Wisconsin Department of Revenue
State Taxation Administration

Tennessee Department of Revenue
Texas Comptroller of Public Accounts
U.S. Customs and Border Protection
U.S. Food & Drug Administration
Utah State Tax Commission
Vermont Department of Taxes
Virginia Department of Taxation
Washington State Department of Revenue, Taxpayer
Account Administration

U.S. Trustee Office

Adela Alfaro
Adrian Duran
Alethea Caluza
Alicia Barcomb
Alina Samko-Yu
Andrew Jimenez
Andrew R. Vara
Angeliza Ortiz-NG
Aubrey Thomas
Benjamin Hackman
Carey A. Tompkins
Carolyn Feinstein
Catherine L. Sughrue
Christina Locondro
Christine Green
Christopher R. Travis
Christy Simmons
Daniel C. Kropiewnicki
David Berry
David Gerardi
David Milko
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Erin Coughlin
Fran B. Steele
Francyne D. Arendas
Frederic J. Baker
Gary Wright
Genny Henicke
Glenn Otto
Gwen Smith
HA Nguyen
Hannah Deininger
Hannah M. Mccollum
Hawa Konde
Holly Dice
Ivette Gerhard
James B. Lambe
James Gannone
James R. O'malley

James Stives
Jana Whitworth
Jane Leamy
Jayson B. Ruff
Jeffrey Sponder
Jeremy Flannery
Jessica L. Hanzlik
Jim Rose
Jodi Hause
John Schanne
Jonathan Lipshie
Jonathan Nyaku
Joseph C. Kern
Joseph Cudia
Joseph McMahon
Joseph Schalk
Kathleen Blasi
Kevin M. Epstein
Kirsten K. Ardelean
Lauren Attix
Lauren Bielskie
Linda Casey
Linda Motton
Linda Richenderfer
Lisa L. Costa
Malcolm M. Bates
Maria Nicole Borgesi
Marta E. Villacorta
Martha Hildebrandt
Maura A. Farley
Michael Artis
Michael Girello
Millie Aponte Sall
Nancy Miller
Nicole Watson
Nyanquoi Jones
Omar E. Jones
Peter J. D'auria
Rachel Wolf
Rebekah Csabi
Richard Schepacarter
Robert J. Schneider, Jr.

Rosa Sierra-Fox
 Samantha Chilton
 Samantha Lieb
 Savanna Bierne
 Shakima L. Dortch
 Shane P. Tobin
 Steven Albright
 Tia Green
 Timothy J. Fox, Jr.

Tina L. Oppelt
 Tisha Savannah
 Vianey Garza
 Wendy Paul
 William Buchanan
 William J. Ziemer
 Yasmine Rivera

Vendors - Non-US

A.Menarini
 Abbott Laboratories
 Air Climate Solutions
 Alberta Health PLA App
 Alert Health
 Allianz
 Alpha Zhivika LLC
 Alphabet
 Always (Shanghai) Marketing Services
 Amazon
 American Express
 Annodata
 AO NPK Katren
 Aon
 Aptecnaya Set' 36,6 PJSC
 Apteka Service Plus LLC
 Asesores En Prensa Y Comunicación Sa De
 Ashfield
 Asmedix
 Asna LLC
 Austral Pharma
 Avanti Environmental Group
 Aypo
 Bayerische
 BC Ministry of Health
 Beijing Chuangmeng Technology
 Beijing Kang Kashiwa Mori Medical Technology
 Liability Company
 BJ Walnut Computer Technology
 Bupa Direct Debit Only
 Canada Life Limited
 Carrier Air Conditioning
 CCL Label (Ashford)
 Cefei
 Cimlogic
 COF Alicante
 COF Castellon
 COF Las Palmas
 COF Tenerife
 COF Valencia
 Cohesive UK Group Limited
 Conceito
 Consejo Andaluz De Cof
 Consulting Center LLC 223

Dastri
 Denis Pharm-Promotion
 Depotrade
 Dexun (China) Freight Forwarding
 Dimefarma De Canarias SL
 DTP Solutions
 Element
 Erkapharm JSC
 Evidenze Health Espana
 Evire Servicios Generales
 Farmacia Guadalajara
 Farmacias De Similares,
 Finanzamt Fuer Grossbetriebe
 FK Puls LLC
 FM Logistic Vostok
 Fujiya System Center
 GEP Czech Republic
 Gers Sas
 Giropharm
 Glenhead Engineering
 Harro Hofliker Packaging Systems
 Health Market Research
 Helena
 Highland Council
 Highland Surfacing & Contracting
 Hiveminds Innovative Market Solutions
 Iain Cowie Plant Hire & Groundworks
 ICBC China
 ICICI Bank Corporate Card
 Industrial Technology Systems
 Insightsoftware
 Intertronics
 Iris LLC
 Isoma
 Izumi-Cosmo Company Limited
 Jac Recruitment Co.
 Keysight Technologies
 Kinematics Automation
 Kinto
 KNG Partnership
 LES Pharmaciens Associes
 Lilac Print
 Loblaws Inc.
 Lopar

Macfarlane Packaging	Sao Reso-Garantia
Macgregor Industrial Supplies	Sefe Energy
Mag45	SH Coninet Communication
Major Profi	Shanghai Gongtian
Manpower	Shanghai Hesicare Medical&Health
Marble Power	Shanghai Maple Advertising Design
Maruman Computer Service	Shanghai Minyin Industry Co., Ltd
Mchealthcare	Shanghai Netway Management Consulting
Media Advertising Network	Shanghai Pit
MFQ Sante Services Sociaux	Shanghai Wicresoft
Ministry of Finance Ontario	Siemens Healthcare Diagnostics
Mitsui Fudosan	Skills Alliance
Mm Packaging	Smart Administracion Y Soporte
Montalvo Y Montalvo	SNC Mozaik RM
Mr Dharmendra Sushilkumar Ghai	Sogiphar
Multi Packaging Solutions UK Ltd.	Solutions Pt
MZ LLC	SP Automation & Robotics
Nadro	SP Mercadotecnia
Neo-Pharm LLC	Spic Co.
Nexdigm	STI -Sampling Technologies
NHS Lothian	STS Logistics Transport
Nikkei Printing Co.	Systech International
Ningbo Medsun Medical Co., Ltd	Taisei Housy
Not Pharm	Tander JSC
Nova Biomedical K.K	Telus Health Solutions
Opta Data	The Japan Diabetes Society
Orbis Cristalia	Tianjin Huahong Technology Co., Ltd.
OTP Vendor - LFS DE	Tokushukai Group
OTP Vendor - LFS FR	Toyota
OTP Vendor - LFS IT	University Hospitals Birmingham
OTP Vendor - LFS Portugal	Vodafone
OTP Vendor - LFS Spain	Voxys
Patane Agatino	Western Estate
Persolkelly	Westrock (Wrexham)
Pharmachoice	Yamato Transport Co
Pharmactiv Distribution	Yukti Multimedia
Pharmaimpeks LLC	Zdorovye LLC
Pharmasave	
Pharmevidence	
Pharmkomplekt LLC	
Pharmlend JSC	
Pharmprogress LLC	
Pharmstandard-Leksredstva	
PJC Pharmacie	
PLM	
Plus Pharmacie	
Price Waterhouse Coopers	
Receiver General for Canada	
Regus	
Repsco Promotion	
Rigla LLC	
Robertson Facilities Management	
Rock Rhine S.A.R.L	
Rockwell Automation	
RVR Presents Event Services	
Sanova Pharma Gesmbh	

Vendors -- US

Acolad	Edicom
Acuative Corporation	EEF Janssen
Adhesive Research	Embed Software Limited
ADP	Ercon Incorporated
Advanced Bio-Logic Solutions	ERX Network
Advanced Screen Technology	ESKO Graphics
Ahead	Eversana Life Science Services
Aisera	Exiom Technologies
A-Kwadraat	Fetch Rewards.
Albertsons LLC	Flextronics
Altavia	Foundever Operating Corporation
Amano Enzyme	FPT
Amerisourcebergen Drug Corporation	FTI Consulting
Anriwial	Giant Eagle Inc
Anybill Financial Services	Giant Food Stores LLC
Aptar CSP Technologies	Giant of Maryland LLC
Asahi Polyslider	Globant
AT&T	Golub Corporation
Aurora	Goodrx, Inc.
Avoxi	Google
Baker & Mckenzie	Hamacher Resource Group
Bambora	Hannaford Brothers
Barclay Damon	Harris Teeter
BBI Solutions	Hays
Bionostics	H-E-B, LP
Bitwise	Hifi Industrial Film
Borith BIV	Hospidex S.A.
Byram Healthcare Centers, Inc.	HY-Vee
Cardinal Health	Ibotta
Catamorphic Co (Launchdarkly)	Independent Health Association
CDW	Independent Health Corporation, Inc
CE Design And Execution	Infostretch Corporation
CI&T	Ingles Markets Inc.
Clear Vantage Media	Iqvia
Compliancequest.	Iris Software
Compunet.	Kinaxis Corp
Concur Technologies	Koenen
Coveme S.P.A	KPH Healthcare Services Inc.
CPA Global	KPMG
Cura Health Company K.S.C.C.	Kroger Company
Data Intensity, LLC	Kuehne + Nagel
Data Systems International-Central	Kvat Food Stores Inc
Dekra	Lewis Family Drug #51
Department of Vermont Health Access	Lewis Family Drug LLC
Design Bridge and Partners	Lextegrity
DHL	Lyniate
Discount Drug Mart	Macritchie Highland Distribution
DKSH	Madvisors
DocuSign	Magellan Medicaid Administration
Dupont	Marc Glassman Inc
Eastman Chemical Germany Management	Marian
EBN Sina Medical	Markert & Cominoli

Market Performance Group, LLC
Mastercontrol
MC-21 Healthcare, LLC
Mckesson Corporation
Mechatronic Medical Engineers GmBH
Meijer Corporate
Meritain
Modern Pharmaceutical
Muscat Pharmacy
Ndchealth
Nice Incontact
Nova Biomedical Corporation
Omnisys
Oracle
Ord Storage Services
Palb Pharmaceuticals Ltd.
Pattern
Patterson Belknap Webb & Tyler
Paypool
Perforce Software
Pitcher
Platinum Equity Advisors
Plbrasil Assessoria Empresarial Ltda.
Praecipio Consulting
Priori Legal
Publix Super Markets Inc.
Rackspace
Randstad Professionals
Refinitiv US
Relayhealth Corporation
Rgh Enterprises Inc. Edgepark
Ricoh
Rite Aid
RSM
Safenames
Salesforce
Sams Club
Secret Industries
Software AG
Sonata Software
Source Healthcare Analytics
Spencer Stuart
State of Wyoming
Stephen Gregory Ascue
Sterilance Medical
Stop And Shop Supermarket Co LLC
Supervalu - National
Swivelt
Synoptis Pharma
Tape Specialities Ltd
Tata Consultancy Services
Tevora Business Solutions
The Dividend Group
The Nielsen Company
Thrifty Drug Stores Inc.
Tricentis
Tungsten Network Inc.
Turnberry Solutions
Veeva Systems
Veraqor
Verizon
Vertex
Vividfix
Wakefern Food Corp
Walgreens
Walmart Inc.
Wegmans Food Markets
Weis Markets
Wipro
Yanagui Consulting
Zoom Video Communications
ZS Associates

Schedule 2

Client Match List¹

Banks/Lenders/UCC Lien Parties/Administrative Agents

Ares Management
Barclays Bank PLC New York
Barings Global Advisors Limited
Barings International Investment Limited
Barings LLC
Blackstone GSO Debt Funds Management
Blackstone Liquid Credit Strategies LLC
Deutsche Bank AG New York Branch
First Eagle Alternative Credit LLC
First Eagle Investment Management, LLC
First Eagle Private Credit
Goldman Sachs Bank USA
Goldman Sachs Group, Inc. (The)
GSO / Blackstone Debt Funds Management LLC
Harbert Management Corporation
JPMorgan Chase Bank, National Association
Morgan Stanley Investment Management Inc
Neuberger Berman Investment Advisers LLC

Customers

Baycare Health System
CVS
Inmar Supply Chain Services
Kaiser Permanente
Kaiser Permanente of Washington
Meijer
Nova Biomedical Corporation
Pattern Inc.
Platinum Equity Advisors LLC
Rite Aid Corp

Insurance

Tokio Marine & Nichido Fire Ins. Co. Ltd.

Medicaid State Authorities

Connecticut Department of Social Services
Connecticut Medical Assistance Program
Illinois Department of Healthcare and Family Services

¹ Additionally, I understand that Jefferies served as bookrunner on certain notes offerings by the Debtors in 2018 and 2021. Also, in 2018 and 2022, Jefferies advised certain parties in connection with the consideration of certain M&A transactions involving the Debtors (although no such transactions were progressed or consummated).

Kentucky Cabinet for Health and Family Services
New York State Department of Health
Ohio Department of Medicaid
Oklahoma Health Care Authority
Wisconsin Dept of Health Services

Non-US Landlords

Mitsui Fudosan Co., Ltd
Mitsui Fudosan Facilities Co.

Ordinary Course Professionals

Axiom Global Inc.

Significant Equity Holders

Platinum Equity, LLC

Taxing Authority/Governmental/Regulatory Agencies

Illinois Department of Revenue
Kentucky Department of Revenue
Massachusetts Department of Revenue
Michigan Department of Treasury
New York State Dept of Taxation and Finance
Ohio Department of Taxation
Oklahoma Tax Commission
State of Hawaii Department of Taxation
State of Wisconsin Department of Revenue
Washington State Department of Revenue, Taxpayer

Vendors - Non-US

Element
Mitsui Fudosan
Nova Biomedical K.K
Telus Health Solutions
Toyota
Vodafone

Vendors – US

AT&T
Aurora
Eversana Life Science Services
Hays
Meijer Corporate
Nova Biomedical Corporation
Pattern
Perforce Software
Platinum Equity Advisors
Rackspace

Rite Aid
The Nielsen Company
Vertex
Walmart Inc.

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

In re:

LifeScan Global Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-90259 (ARP)

(Jointly Administered)

**ORDER (I) AUTHORIZING RETENTION AND EMPLOYMENT OF JEFFERIES LLC
AS INVESTMENT BANKER TO THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS PURSUANT TO 11 U.S.C. §§ 328(A) AND 1103(A), EFFECTIVE AS
OF JULY 31, 2025; (II) WAIVING CERTAIN TIME-
KEEPING REQUIREMENTS; AND (III) GRANTING RELATED RELIEF.**

Upon the application (the “Application”)² the Official Committee of Unsecured Creditors (the “Committee”) appointed in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Committee to retain and employ Jefferies LLC (“Jefferies”) as their investment banker, effective as of July 31, 2025, pursuant to the terms and subject to the conditions of the Engagement Letter, which is attached to the Application as Exhibit B, as modified by this Order, (b) waiving and modifying certain of the time-keeping requirements of Bankruptcy Rule 2016(a) and any other guidelines regarding submission and approval of fee applications, all as more fully set forth in the Application; and upon consideration of the Szlezinger Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation’s principal place of business and the Debtors’ service address in these Chapter 11 cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

² Capitalized terms used and not defined herein have the meanings ascribed to them in the Application.

this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein; and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a considered the Application and the Szlezinger Declaration and having considered the statements of counsel and the evidence adduced with respect to the Application at a hearing before the Court (the “Hearing”), if any; and the Court having determined that that (a) the terms and conditions of Jefferies’ employment set forth in the Engagement Letter (including the Fee and Expense, Structure) as modified by this Order, are reasonable as required by Bankruptcy Code section 328(a); (b) Jefferies (i) does not represent any other entity having an adverse interest in connection with these cases and (ii) is a “disinterested person” as that term is defined under Bankruptcy Code section 101(14); (c) the Application and the Szlezinger Declaration are in compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; (d) the relief requested in the Application is in the best interests of the Debtors’ estates and creditors; and (e) notice of the Application was due and proper under the circumstances; and after due deliberation, and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Application is GRANTED as set forth herein.
2. Pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code, the Committee is authorized to retain and employ Jefferies as its investment banker in the Chapter 11 Cases, pursuant

to the terms and subject to the conditions set forth in the Engagement Letter, effective as of July 31, 2025, as modified by this Order.

3. Except to the extent set forth herein, the Engagement Letter (together with all annexes thereto), as modified by this Order, including without limitation the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized to pay, reimburse and indemnify Jefferies in accordance with the terms and conditions of, and at the times specified in, the Engagement Letter, unless modified herein.

4. Jefferies shall file fee statements and applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules or Local Rules as may then be applicable, and any other applicable orders and procedures of the Court; provided, however, that Jefferies shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code and that Jefferies' fees and expenses shall not be evaluated under the standard set forth in section 330 of the Bankruptcy Code, except that, notwithstanding any provisions to the contrary in this Order, the Application or any of its attachments, the U.S. Trustee shall retain all rights and be entitled to object to Jefferies' request(s) for fees and reimbursement of expenses under the standards provided in sections 330 and 331 of the Bankruptcy Code; provided that reasonableness for this purpose shall include, among other things, an evaluation by comparing the fees payable in the Chapter 11 Cases to the fees paid to other investment banking firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated primarily on the basis of time committed or the length of the Chapter 11 Cases.

5. Notwithstanding anything to the contrary in the Application or any of its attachments, including but not limited to the Engagement Letter, Jefferies shall comply with all

requirements of Bankruptcy Rule 2016(a) and Local Rule 2016-1; provided that Jefferies and its professionals shall be required only to maintain time records of services rendered for the Committee in one-half (1/2) hour increments.

6. The indemnification, contribution, and reimbursement provisions included in Schedule A to the Engagement Letter are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:

- (a) Indemnified Persons (as that term is defined in Schedule A to the Engagement Letter) shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for claims arising from services other than the services provided under the Engagement Letter, unless such services are approved by the Court;
- (b) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person or entity or provide contribution or reimbursement to any person or entity for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from that person's or entity's gross negligence, willful misconduct, fraud, breach of fiduciary duty (if any) or bad faith, or (ii) for a contractual dispute in which the Debtors allege breach of the obligations of Jefferies or another Indemnified Person under the Engagement Letter unless the Court determines that indemnification, contribution, or reimbursement would be permissible under applicable law, or (iii) settled prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by the Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter 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) and (ii) the entry of an order closing the Chapter 11 Cases, Jefferies or another Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Jefferies must file an application before the Court and the Debtors may not pay any such amounts before the entry of an order by the Court approving the payment; *provided, however*, that for the avoidance of doubt, this subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Jefferies or any other Indemnified Person.

7. To avoid any duplication of effort and provide services to the Committee in the most efficient and cost-effective manner, the Committee shall coordinate with Jefferies and its other retained professionals regarding their respective responsibilities.

8. None of the fees payable to Jefferies under the Engagement Letter shall constitute a “bonus” or fee enhancement under applicable law.

9. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

10. To the extent that there may be any inconsistency between the terms of the Application, the Szlezinger Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

11. To the extent the Committee wishes to expand the scope of Jefferies services beyond those services set forth in the Engagement Letter or this Order, the Committee shall be required to seek further approval from this Court. The Committee shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel to the Debtors, and any party requesting notice under Bankruptcy Rule 2002. If no party files an objection within 14 days of the Committee filing such notice, the additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

12. The Committee, the Debtors, and Jefferies are authorized and empowered to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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

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

15. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2025

The Honorable Alfredo R. Perez
United States Bankruptcy Judge