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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
AGERA ENERGY LLC, <i>et al.</i> , ¹)	Case No. 19-_____ (____)
)	
Debtors.)	(Joint Administration Requested)
)	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING EMPLOYMENT AND RETENTION OF
STRETTO AS CLAIMS AND NOTICING AGENT
NUNC PRO TUNC TO THE PETITION DATE**

Agera Energy LLC and the above-captioned debtors, as debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases (these “Chapter 11 Cases”), hereby submit this application (the “Application”), pursuant to section 156(c) of Title 28 of the United States Code, section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 5075-1 and 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (dated June 17, 2013) (the “Claims Agent Protocol”), for entry of an

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Agera Energy LLC (8122); Agera Holdings, LLC (3335); energy.me midwest llc (9484); Aequitas Energy, Inc. (7988); Utility Recovery LLC (4351); and Agera Solutions LLC (8749). The location of the Debtors’ corporate headquarters and the service address for all Debtors is 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510.

order (the “Retention Order”), in substantially the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Stretto (“Stretto”)¹ as the official claims and noticing agent (the “Claims and Noticing Agent”) in these Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date (as defined below). The terms of Stretto’s retention are set forth in the engagement agreement, effective as of July 23, 2019, between Stretto and the Debtors (the “Engagement Agreement”);² *provided, however*, that in this Application, the Debtors are seeking approval of only those terms and provisions of the Engagement Agreement that are consistent with 28 U.S.C. § 156(c) and the proposed Retention Order. If there is any inconsistency between the Application, the Retention Order, and the Engagement Agreement, the Debtors respectfully request that the Retention Order govern. In support of this Application, the Debtors rely upon the *Declaration of Todd Sandford Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”), filed contemporaneously herewith.³ In further support of this Application, the Debtors submit the *Declaration of Travis Vandell in Support of the Debtors’ Application for Entry of an Order Authorizing Employment and Retention of Stretto as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date* (the “Claims Agent Declaration”).⁴

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the

¹ Stretto is the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries.

² The Engagement Agreement is attached hereto as **Exhibit B**.

³ Capitalized terms used but not defined herein have the meanings ascribed to such terms in the First Day Declaration.

⁴ The Claims Agent Declaration is attached hereto as **Exhibit C**.

Amended Standing Order of Reference from the United States District Court for the Southern District of New York, dated January 31, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

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

3. The statutory bases for the relief requested herein are 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Local Rules 5075-1 and 9013-1(a), and the Claims Agent Protocol.

BACKGROUND

4. On the date hereof (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

5. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

6. No trustee, examiner, creditors’ committee, or other official committee has been appointed in these Chapter 11 Cases.

7. The factual background regarding the Debtors, including a description of the Debtors’ business, capital structure, and the circumstances leading to these Chapter 11 Cases, is set forth in the First Day Declaration, which is incorporated herein by reference.

RELIEF REQUESTED

8. By this Application, the Debtors respectfully request entry of the Retention Order, substantially in the form attached hereto as **Exhibit A**, authorizing the employment and retention of Stretto as Claims and Noticing Agent for the Debtors in these Chapter 11 Cases, including assuming full responsibility for the distribution of notices and maintenance, processing and docketing of proofs of claim filed in these Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date.

9. The Debtors will seek, by separate application, authorization to retain and employ Stretto as an administrative advisor in these Chapter 11 Cases under Bankruptcy Code section 327(a), as the administration of these Chapter 11 Cases will require Stretto to perform duties outside the scope of 28 U.S.C. § 156(c).

BASIS FOR REQUESTED RELIEF

I. Facts Specific to Relief Requested

A. Stretto's Qualifications

10. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re Barneys New York, Inc.*, Case No. 19-36300 (CGM) (Bankr. S.D.N.Y. August 6, 2019); *In re Z Gallerie, LLC*, Case No. 19-10488 (LSS) (Bankr. D. Del. Apr. 9, 2019); *In re Burkhalter Rigging, Inc.*, Case No. 19-30495 (MI) (Bankr. S.D. Tex. Feb. 6, 2019); *In re Angel Medical Sys., Inc.*, Case No. 18-12903 (KG) (Bankr. D. Del. Jan. 23, 2019); *In re Oklahoma ProCure Mgmt, LLC* Case No. 18-12622 (MFW) (Bankr. D. Del. Dec. 27, 2018); *In re Sancillo Pharmaceuticals Co., Inc.*, Case No. 18-11333 (CSS) (Bankr D. Del. June 7, 2018); *In re BICOM NY, LLC*, Case No. 17-11906 (MEW) (Bankr. S.D.N.Y. July 20, 2017).

11. Retaining Stretto as Claims and Noticing Agent will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these Chapter 11 Cases, and relieve the Office of the Clerk of the Court (the “Clerk”) of these administrative burdens.

B. Services to be Provided

12. The Application pertains only to the work to be performed by Stretto under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 5075-1. By this Application, the Debtors seek to retain Stretto as Claims and Noticing Agent, consistent with the Engagement Agreement, to provide, to the extent requested by the Debtors, bankruptcy administration services (the “Claims and Noticing Services”), including:

- a) Prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including: (i) notice of the commencement of these Chapter 11 Cases, (ii) notice of any claims bar date, (iii) notices of transfers of claims (if any), (iv) notices of objections to claims and objections to transfers of claims (if any), (v) notices of any hearings on a disclosure statement and confirmation of the Debtors’ plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of the plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- b) Maintain an official copy of the Debtors’ schedules of assets and liabilities and statements of financial affairs, listing the Debtors’ known creditors and the amounts owed;
- c) Maintain (i) a list of all potential creditors, equity holders, and any parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance under Bankruptcy Rule 9010; update and make those lists available upon request by any party in interest or the Clerk;
- d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court and notify said potential creditors of the existence, amount and classification of their respective claims as set forth

in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f) For all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven business days of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) an alphabetical list of persons to whom it was mailed with their addresses, (iii) the manner of service, and (iv) the date served;
- g) Process all proofs of claim received, including those received by the Clerk, check processing for accuracy, and maintain the original proofs of claim in a secure area;
- h) Maintain the official claims register for each Debtor (collectively, the “Claims Registers”) on behalf of the Clerk on a case specific website; provide the Clerk, upon the Clerk’s request, with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- i) Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- j) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- k) Record any transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- l) Relocate any Court-filed proofs of claim to Stretto’s offices, not less than weekly;
- m) Upon completion of the docketing process for any claims received to date for each case, provide to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);

- n) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the Claims Registers and any service or mailing lists, including the identification and elimination of duplicative names, addresses, and email addresses from such lists;
- o) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- p) Assist in the dissemination of information to the public and respond to requests for administrative information on these Chapter 11 Cases as directed by the Debtors or the Court, including through a case website or call center;
- q) If these Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to Stretto of entry of the order converting the cases;
- r) Within thirty days before the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Stretto as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- s) Within seven days of notice to Stretto of entry of an order closing these Chapter 11 Cases, provide to the Court the final versions of the Claims Registers as of the date immediately before the close of these Chapter 11 Cases; and
- t) At the close of these Chapter 11 Cases, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, Missouri 64064 or (ii) any other location requested by the Clerk's office.

C. Professional Compensation

13. The Debtors respectfully request that the undisputed fees and expenses incurred by Stretto in the performance of the above services be treated as administrative expenses of the Chapter 11 Cases under 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business without further application to, or order of, the Court.

Stretto agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on: (i) the Debtors; (ii) the Office

of the United States Trustee; (iii) counsel to the Debtors; (iv) counsel to BP Energy Company; (vi) counsel for any official committee monitoring the expenses of the Debtors; and (vii) any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if they are unable to achieve resolution on their own, the parties may seek the Court's intervention.

14. Prior to the Petition Date, the Debtors provided Stretto with a \$25,000 retainer. Stretto seeks to hold any remaining portion of the retainer under the Engagement Agreement as of the Petition Date during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

D. Representation of Disinterestedness

15. Although the Debtors do not propose by this Application to employ Stretto under Bankruptcy Code section 327 (such retention for Stretto's proposed services as administrative agent will be sought by separate application), Stretto has nonetheless reviewed its electronic database to determine whether it has any relationships with the Debtors' creditors and other parties in interest identified by the Debtors. To the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Claims Agent Declaration, Stretto has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

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

- a) Stretto is not a creditor of the Debtors;
- b) Stretto will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in these Chapter 11 Cases;

- c) By accepting employment in these Chapter 11 Cases, Stretto waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- d) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Stretto will not be an agent of the United States and will not act on behalf of the United States;
- e) Stretto will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent in these Chapter 11 Cases;
- f) Stretto is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) for the matters on which it is engaged;
- g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Stretto will not intentionally misrepresent any fact to any person;
- h) Stretto’s receipt and recordation of claims (if any) and claim transfers will fall under the supervision and control of the Clerk’s office;
- i) Stretto will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j) The Clerk’s office will bear none of the costs of Stretto’s services as Claims and Noticing Agent in these Chapter 11 Cases.

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

E. Compliance with Claims Agent Protocol

18. This application complies with the Claims Agent Protocol and substantially conforms to the standard section 156(c) application in use in this Court. To the extent that there is any inconsistency between this application, the Order, and the Engagement Agreement, the Order shall govern.

II. Legal Basis for Relief Requested

A. Retention and Employment of Stretto as Claims and Noticing Agent is Appropriate Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code

Section 105(a), and Local Rule 5075-1

19. Under 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), Local Rule 5075-1, and the Claims Agent Protocol, the Debtors are permitted to retain and employ Stretto as Claims and Noticing Agent in these Chapter 11 Cases in order for Stretto to assume full responsibility for the distribution of notices, the maintenance, processing, and docketing of proofs of claim, and other administrative aspects of these Chapter 11 Cases.

20. The authority to employ the services of a claims and noticing agent is found in 28 U.S.C. § 156, which sets forth that:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

21. In addition, Local Rule 5075-1(a) provides:

The Court may direct, subject to the supervision of the Clerk, the use of agents either on or off the Court's premises to file Court records, either by paper or electronic means, to issue notices, to maintain case dockets, to maintain Judges' calendars, and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate.

22. The Bankruptcy Court has promulgated the Claims Agent Protocol "to ensure the use of competitive process in the selection of claims agents in instances where the Court has authorized such use under 28 U.S.C. § 156(c)" In compliance with the Claims Agent Protocol, the Debtors obtained and reviewed engagement proposals from three court-approved notice and claims agents, including Stretto. The Debtors provided each court-approved notice and claims agent with the basic facts about these Chapter 11 Cases and asked each company to

submit a written proposal based upon such facts. Ultimately, the Debtors chose Stretto as their Claims and Noticing Agent based on its capabilities and acceptable pricing terms.

23. Local Rule 5075-1(b)(1) requires the retention, pursuant to an order of the Court, of an approved claims and noticing agent in a case with 250 or more creditors and equity security holders, in aggregate. Although the Debtors have not yet filed their schedules of assets and liabilities, the Debtors anticipate that there will be thousands of persons and entities to be noticed in these Chapter 11 Cases. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 5075-1 and is otherwise in the best interests of both the Debtors' estates and their creditors. Relieved of the burdens associated with the Claims and Noticing Services, the Debtors will be able to devote their full attention and resources to maximizing value for their stakeholders and facilitating the orderly administration of these Chapter 11 Cases.

B. Nunc Pro Tunc Relief Is Appropriate

24. In accordance with the Debtors' request, Stretto has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurance that the Debtors would seek approval of its employment and retention effective *nunc pro tunc* to the Petition Date, so that Stretto can be compensated for services rendered before approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as proposed in this Application, because Stretto has provided and continues to provide valuable services to the Debtors' estates in the interim period.

25. Courts in this jurisdiction have routinely approved *nunc pro tunc* employment for claims and noticing agents similar to that requested herein. *See, e.g., In re Hollander Sleep Products, LLC*, Case No. 19-11608 (Bankr. S.D.N.Y. July 2, 2019) (approving appointment of claims and noticing agent *nunc pro tunc* to the petition date); *In re Sungard Availability Servs.*

Capital, Inc., Case No 19-22915 (RDD) (Bankr. S.D.N.Y. June 25, 2019) (same); *In re Windstream Holdings, Inc.*, Case No. 19-22312 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2019) (same); *In re FULLBEAUTY Brands Holdings Corp.*, Case No. 19-22185 (RDD) (Bankr. S.D.N.Y. Mar. 8, 2019) (same); *In re Aegean Marine Petrol. Network, Inc.*, Case No 18-13374 (MEW) (Bankr. S.D.N.Y. Dec. 6, 2018) (same).

MOTION PRACTICE

26. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of its application to this Application. Accordingly, the Debtors submit that this Application satisfies Local Rule 9013-1(a).

NOTICE

27. The Debtors will provide notice of this Application to: (a) the United States Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to BP Energy Company; (d) counsel to Exelon Generation Company, LLC; (e) the United States Attorney for the Southern District of New York; (f) the Internal Revenue Service; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

NO PRIOR APPLICATION

28. No prior motion or application for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that this Court enter an order, substantially in the form attached hereto as **Exhibit A**, (a) authorizing the employment and retention of Stretto as Claims and Noticing Agent, *nunc pro tunc* to the Petition Date and (b) granting such other and further relief as the Court deems appropriate.

Dated: October 4, 2019
New York, NY

Respectfully submitted,

MCDERMOTT WILL & EMERY LLP

/s/ Darren Azman

Timothy W. Walsh

Darren Azman

Ravi Vohra

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rvohra@mwe.com

*Proposed Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

AGERA ENERGY LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 19-_____ (____)
)

) (Jointly Administered)
)

) **Re: Docket No. ____**
)

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF STRETTO AS
CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”) authorizing the employment and retention of Stretto as Claims and Noticing Agent in these Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date, under 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Local Rule 5075-1, and the Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in these Chapter 11 Cases, (c) provide such other administrative services, as required by the Debtors and approved by the Court, that would fall within the purview of services to be provided by the Clerk, and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Claims Agent Declaration; and upon the estimated volume of creditors in these Chapter 11 Cases, many of which are expected to file proofs of claim; and it appearing that the receiving, docketing and maintaining of proofs of claim

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Agera Energy LLC (8122); Agera Holdings, LLC (3335); energy.me midwest llc (9484); Aequis Energy, Inc. (7988); Utility Recovery LLC (4351); and Agera Solutions LLC (8749). The location of the Debtors’ corporate headquarters and the service address for all Debtors is 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510.

² Capitalized terms used but not otherwise defined in this Order have the meanings ascribed to such terms in the Application.

would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court having found and determined that Stretto has the capability and experience to provide the services described in the Application, that Stretto does not hold an interest adverse to the Debtors or their estates with respect to the matters on which it is to be engaged, and that the employment and retention of Stretto is in the best interests of the Debtors, their estates and creditors, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and good and sufficient notice of the Application having been given; and no other or further notice being required; and after due deliberation thereon and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth herein.
2. The Debtors are authorized to retain and employ Stretto as Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and Stretto is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application.
3. Stretto shall serve as the custodian of court records and will be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases, and Stretto is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with certified duplicates upon the Clerk's request.

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

5. Stretto is authorized to take such other actions to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Stretto in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Stretto and the rates charged for each, and to reimburse Stretto for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Stretto to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Stretto shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and will serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel to the Debtors, counsel to BP, counsel for any official committee monitoring the expenses of the Debtor, and any party in interest that specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute that might arise relating to the Engagement Agreement or monthly invoices. If the parties, after meeting and conferring, are unable to resolve their dispute, they may seek resolution of the matter from the Court.

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

10. Stretto may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, hold its retainer under the

Engagement Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Stretto under the terms of the Engagement Agreement

12. All requests by Stretto for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall Stretto be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

13. In the event that Stretto seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Stretto's own applications, both interim and final, but determined by this Court after notice and a hearing.

14. If Stretto is unable to provide the services set out in this Order, Stretto will immediately notify the Clerk and Debtors' counsel and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

15. Stretto may not cease providing claims processing services during these Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

16. The Debtors may submit a separate retention application, under Bankruptcy Code section 327 and/or any applicable law, for work that is to be performed by Stretto that is not specifically authorized by this Order.

17. The Debtors and Stretto are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

18. Notwithstanding any term in the Engagement Agreement to the contrary, this Court will retain exclusive jurisdiction over all matters arising from or related to the implementation of this Order.

19. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

Dated: _____, 2019
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Engagement Agreement



Corporate Restructuring Proposal

Prepared for:

McDermott Will & Emery LLP

07.17.2019

Stretto.com

410 Exchange, Ste. 100
Irvine, CA 92602

800.634.7734

Executive Summary

Thank you for the opportunity to share with you our services. Enclosed, please find Stretto's Engagement Agreement as well as our pricing.

Clients rely on Stretto as a trusted service partner to orchestrate the administrative process. We offer deep-industry expertise and seamlessly integrate streamlined workflows and best-in-class technology. Clients expect top-notch service along with exceptional attention to detail, and Stretto delivers exactly that.

We look forward to the opportunity to work with you, and we commit to providing the highest level of service so you can efficiently manage the day-to-day needs of your practice.

If you have any questions, please do not hesitate to contact me.

Kind regards,



Travis Vandell
Managing Director, Corporate Restructuring
310.710.6554 | travis.vandell@stretto.com

Engagement Agreement

This Engagement Agreement (this "Agreement") is entered into as of July 23, 2019 between Bankruptcy Management Solutions, Inc. d/b/a Stretto ("Stretto") and Agera Holdings LLC (together with its affiliates and subsidiaries, the "Company").¹

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Stretto agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "Services").
- (b) The Company acknowledges and agrees that Stretto will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "Rate Structure"). The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.
- (c) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

- (d) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.
- (e) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (f) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (g) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (h) Upon execution of this Agreement, the Company shall pay Stretto an advance of \$25,000. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (i) Stretto reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 10% from the previous year's levels, Stretto shall provide 30 days' notice to the Company of such increases.
- (j) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Client using either (or both) of the following methods:
 - i. Wire Transmission
Bank Name – Pacific Western Bank
Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101
ABA – 122238200
Account Number – 1000681781
Account Name – Bankruptcy Management Solutions, Inc.
 - ii. Check
Stretto
c/o Controller, Chris Mok
410 Exchange, Suite 100
Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "Bankruptcy Code"), the Company promptly shall file applications with the Bankruptcy Court to retain Stretto (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.
- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent the such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "Property") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "Cause" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.

- (b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (d) If this Agreement is terminated, Stretto shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Stretto and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Company Data

- (a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "SOFAs and Schedules"). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The Company agrees, represents and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; and (ii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.
- (c) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Stretto.
- (d) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

13. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

14. Choice of Law

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

16. Integration: Severability; Modifications: Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

17. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

18. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto:	Stretto 410 Exchange, Ste. 100 Irvine, CA 92602 Attn: Sheryl Betance Tel: 714.716.1872 Email: sheryl.betance@stretto.com
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If to the Company:

Agera Energy LLC
Attn: Raima Jamal / LEGAL
555 Pleasantville Road, S107
Briarcliff Manor, NY 10510

With a copy to:

McDermott Will & Emery LLP / Attn: Darren Azman
340 Madison Avenue
New York, NY 10173

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

Stretto



By: Travis Vandell

Title: Managing Director

[COMPANY]

Agera Holdings LLC

By:


Mark Linzenboed

Title:

CFO

Exhibit C

Claims Agent Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

AGERA ENERGY LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 19-____ (____)

(Joint Administration Requested)

**DECLARATION OF TRAVIS VANDELL IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
EMPLOYMENT AND RETENTION OF STRETTO AS CLAIMS AND NOTICING
AGENT NUNC PRO TUNC TO THE PETITION DATE**

I, Travis Vandell, under penalty of perjury, declare as follows:

1. I am the Managing Director of Stretto ("Stretto"),² a chapter 11 administrative services firm that specializes in the administration of large bankruptcy cases. Stretto's corporate offices are located at 410 Exchange, Ste. 100, Irvine, CA 92602. I am duly authorized to make this declaration on behalf of Stretto. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration is made in support of the *Debtors' Application for Entry of an Order Authorizing Employment and Retention of Stretto as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date*, which was filed contemporaneously herewith (the "Application").³

¹ The Debtors, together with the last four digits of each Debtor's federal tax identification number, are: Agera Energy LLC (8122); Agera Holdings, LLC (3335); energy.me midwest llc (9484); Aequitas Energy, Inc. (7988); Utility Recovery LLC (4351); and Agera Solutions LLC (8749). The location of the Debtors' corporate headquarters and the service address for all Debtors is 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510.

² Stretto is the trade name of Bankruptcy Management Solutions, Inc., and its subsidiaries.

³ Capitalized terms used but not otherwise defined in this Order have the meanings ascribed to such terms in the Application.

3. Stretto is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and in matters of this size and complexity. Stretto's professionals have acted as claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto's recent cases in this and other districts include: *Barneys New York, Inc.* (Case No. 19-36300 in the Southern District of New York); *Sizmek Inc., et al.* (Case No. 19-10971 in the Southern District of New York); *Z Gallerie, LLC, et al.* (Case No. 19-10488 in the District of Delaware); *Willowood USA Holdings, LLC, et al.* (Case No. 19-11079 in the District of Colorado); and *Hilltop Energy, LLC, et al.* (Case No. 11122 in the District of Delaware).

4. As agent and custodian of court records under 28 U.S.C. § 156(c), Stretto will perform, at the request of the Office of the Clerk of the Court (the "Clerk"), the services specified in the Application and the Engagement Agreement, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, Stretto will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as Exhibit B to the Application.

5. Stretto represents that:

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

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

6. Although the Debtors by the Application do not propose to retain Stretto under Bankruptcy Code section 327 (such retention will be sought by separate application), I authorized our conflicts system to review the names of all known potential parties in interest (the “Potential Parties in Interest”) in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, directors and officers of the Debtors, equity interest holders, secured creditors, and the Debtors’ largest unsecured creditors on a consolidated basis. Stretto’s professionals under my supervision compiled and reviewed the results of the conflicts check. As set forth in further detail herein, Stretto is not currently aware of any relationship that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to promptly file a supplemental declaration.

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

8. Stretto has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, Stretto has and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in these Chapter 11 Cases. There is also a possibility that Stretto will provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, though such services would not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

9. Stretto and its personnel in their individual capacities regularly use the services of law firms, accounting firms, and financial advisors. Such firms engaged by Stretto or its personnel may appear in these Chapter 11 Cases representing the Debtors or parties in interest. All engagements in which such firms represent Stretto or its personnel in their individual capacities are unrelated to these Chapter 11 Cases.

10. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in this case. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtor while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when the Chapter 11 Case was filed.

11. In April 2017, Stretto was acquired by Trident VI Funds, managed by private equity firm Stone Point Capital LLC (“Stone Point”). Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed seven private equity funds (the “Trident Funds”) with aggregate committed capital of approximately \$19 billion. Stone Point targets investments in the global financial services industry, including investments in companies that provide outsourced services to financial institutions, banks and depository institutions, asset management firms, insurance and reinsurance companies, insurance distribution and other insurance-related businesses, specialty lending and other credit opportunities, mortgage services companies and employee benefits and healthcare companies.

12. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. However, neither the Trident VI Funds nor Stone Point have been identified on the parties in interest list in the Chapter 11 Case as of the date hereof.

13. Stretto has searched the names of the Debtor and the names of the potential parties in interest provided by the Debtor against Stone Point, its funds, and their respective investments as set forth in the list most recently provided to Stretto by Stone Point’s internal compliance department. Based solely on the foregoing search, Stretto has determined, to the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point, its funds, or investments included in the above-described conflicts search and the Debtor, Stretto will promptly file a supplemental disclosure. Stretto may have had, or may in the future have business relationships unrelated to the Debtor with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

14. From time to time, Stretto partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the “Investment Funds”), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be the Debtor or its affiliate, often without Stretto’s or its personnel’s knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

15. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company which may be the Debtor or its affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and upon reasonable inquiry, Stretto does not believe that any of its partners or employees own any debt or equity securities of a company that is a Debtor or of any of its affiliates.

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

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

Executed on October 4, 2019

/s/ Travis Vandell
Travis Vandell
Managing Director