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7 Proposed Attorneys for Chapter 11 Debtor
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8 **UNITED STATES BANKRUPTCY COURT**
 9 **DISTRICT OF NEVADA**

11
 12 In re
 13 Front Sight Management LLC,

Case No. 22-11824-abl

Chapter 11

Date: OST REQUESTED
Time: OST REQUESTED

Place: Courtroom

23 **DECLARATION OF SHERYL BETANCE IN SUPPORT OF DEBTOR’S EMERGENCY**
 24 **APPLICATION FOR THE ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO**
 25 **EMPLOY AND RETAIN STRETTO AS CLAIMS, NOTICING AND SOLICITATION**

26 **AGENT**

1 I, Sheryl Betance, declare as follows:

2 1. I am a Managing Director of Corporate Restructuring at Stretto, Inc.¹ (“Stretto”), a
3 chapter 11 administrative services firm with offices at 410 Exchange, Ste. 100, Irvine, CA 92602.

4 2. I submit this Declaration in support of the application (the “Application”)² of the
5 Debtor for authorization pursuant to 28 U.S.C. § 156(c) to employ and retain Stretto as claims,
6 noticing and solicitation agent in connection with this chapter 11 case. Except as otherwise noted, I
7 have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could
8 and would testify competently thereto.

9 **Stretto’s Qualifications**

10 3. Stretto is a chapter 11 administrator comprised of leading industry professionals with
11 significant experience in both the legal and administrative aspects of large, complex chapter 11
12 cases. Stretto’s professionals have experience in noticing, claims administration, solicitation,
13 balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters
14 of this size and complexity. Stretto’s professionals have acted as official claims and noticing agent
15 in many large bankruptcy cases in this district and in other districts nationwide. Stretto has
16 developed efficient and cost-effective methods to handle the voluminous mailings associated with
17 the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and
18 fair treatment of creditors, equity security holders, and all parties in interest. Stretto’s active and
19 former cases include: *In re Alpha Guardian Corp.*, Case No. 20-11016 (MKN) (Bankr. D. Nev. Feb.
20 25, 2020); *In re REVA Medical, Inc.*, Case No. 20-10072 (JTD) (Bankr. D. Del. Jan. 16, 2020); *In re*
21 *Seabras 1 USA, LLC*, Case No. 19-14006 (SMB) (Bankr. S.D.N.Y. Dec. 27, 2019); *In re Clover*
22 *Technologies Group, LLC*, Case No. 19-12680 (KBO) (Bankr. D. Del. Dec. 23, 2019); *In re MTE*
23 *Holdings LLC*, Case No. 19-12269 (KBO) (Bankr. D. Del. Nov. 15 2019); *In re Fleetwood*
24 *Acquisition Corp.*, Case No. 19-12330 (KG) (Bankr. D. Del. Nov. 5, 2019); *In re Zenergy Brands,*
25 *Inc.*, Case No. 19-42886 (Bankr. E.D. Tex. Oct. 31, 2019); *In re Agera Energy LLC*, Case No. 19-

26
27 ¹ Stretto is the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries.

28 ² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

1 23802 (RDD) (Bankr. S.D.N.Y. Oct. 9, 2019); *In re The Diocese of Rochester*, Case No. 19-20905
2 (PRW) (Bankr. W.D.N.Y. Nov. 25, 2019); *In re The News-Gazette, Inc.*, Case No. 19-11901 (KBO)
3 (Bankr. D. Del. Sept. 4, 2019); *In re Loot Crate, Inc.*, Case No. 19-11791 (BLS) (Bankr. D. Del.
4 Aug. 14, 2019); *In re Barneys New York, Inc.*, Case No. 19-36300 (CGM) (Bankr. S.D.N.Y. Aug. 7,
5 2019).³

6 **Services to be Provided**

7 4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will
8 preform, at the request of the Clerk's Office, the noticing and claims services specified in the
9 Application and Service Agreement attached hereto as **Exhibit A**, and incorporated herein by this
10 reference, and, at the Debtor's request, any related administrative, technical, and support services as
11 specified in the Application and the Services Agreement. In performing such services, Stretto will
12 charge the Debtors the rates set forth in the Services Agreement.

13 **Professional Compensation**

14 5. The Services Agreement sets forth the fees Stretto charges for the services it will
15 provide to the Debtor. The proposed compensation arrangement is consistent with, and typical of,
16 arrangements of Stretto and its competitor firms to provide claims and noticing agent services in
17 chapter 11 cases.

18 6. Stretto requests that the Debtor pay its fees and expenses in accordance with the terms
19 of the Services Agreement. Stretto will submit invoices summarizing, in reasonable detail, the
20 services and expenses for which compensation is sought.

21 **Stretto's Disinterestedness**

22 7. Stretto represents, among other thing, the following:

- 23 a. Stretto is not a creditor or insider of the Debtor;
- 24
- 25
- 26

27 _____
28 ³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to
this Application. Copies of these cited orders are available upon request to the Debtor's proposed
counsel.

- b. Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;
- c. By accepting employment in this chapter 11 case, Stretto waives any rights to receive compensation from the United States government in connection with this chapter 11 case;
- d. In its capacity as the Claims and Noticing Agent in the chapter 11 case, 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 Debtor in connection with its work as the Claims and Noticing Agent in the chapter 11 case;
- f. Stretto is a “disinterested person” as that term is defined in Section 101(14) with respect to the matters upon which it is engaged;
- g. In its capacity as Claims and Noticing Agent in these chapter 11 case, Stretto will not intentionally misrepresent any fact to any person;
- h. Stretto shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- i. Stretto will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Stretto as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk.

8. I caused to be submitted for review by our conflicts system the names of known potential parties-in-interest (the “Potential Parties in Interest”) in this chapter 11 case was provided by the Debtor and included, among other parties, the Debtor, non-Debtor affiliates, current and former directors and officers of the Debtor, secured creditors, lenders, the Debtor’s largest unsecured creditors, the United States Trustee and any person employed in the office of the United States

1 Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database
2 that includes, among others, Stretto's parent entities, affiliates, and subsidiaries. Stretto's internal
3 database also includes Stone Point Capital, LLC ("Stone Point"), its funds, and each such fund's
4 respective portfolio companies as set forth in the list most recently provided to Stretto by Stone
5 Point's internal compliance department (the "Stone Point Searched Parties"). The results of the
6 conflict check were compiled and reviewed by Stretto's professionals under my supervision. At this
7 time, and as set forth in further detail herein, Stretto is not aware of any connection that would
8 present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or
9 connections bearing on the matters described herein during the period of its retention, Stretto will
10 use reasonable efforts to promptly file a supplemental declaration.

11 9. To the best of my knowledge, and based solely upon information provided to me by
12 the Debtor, and except as provided herein, neither Stretto, nor any of its professionals, has any
13 materially adverse connection to the Debtor, its creditors, or other relevant parties with respect to
14 any matter for which Stretto will be employed. Stretto has and will continue to represent clients in
15 matters unrelated to this chapter 11 case. In addition to matters unrelated to this chapter 11 case,
16 Stretto and its personnel have and will continue to have relationships personally or in the ordinary
17 course of business with certain vendors, professionals, financial institutions, and other parties in
18 interest that may be involved in the Debtor's chapter 11 case. Stretto may also provide professional
19 services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which
20 services do not directly relate to, or have any direct connection with, this chapter 11 case or the
21 Debtor. To the best of my knowledge, Stretto does not provide professional services to any entities
22 or persons that have been identified as Potential Parties in Interest.

23 10. In addition, to the best of my knowledge, none of Stretto's employees are related to
24 bankruptcy judges in the District of Nevada, the United States Trustee for Region 17, any person
25 known by Stretto to be employed in the Office of the United States Trustee serving the District of
26 Nevada.

27 11. Certain of Stretto's professionals were partners of or formerly employed by firms that
28 are providing or may provide professional services to parties in interest in this case. Except as may

1 be disclosed herein, these professionals did not work on any matters involving the Debtor while
2 employed by their previous firms. Moreover, these professionals were not employed by their
3 previous firms when this chapter 11 case was filed.

4 12. Stretto and its personnel in their individual capacities regularly utilize the services of
5 law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such
6 firms engaged by Stretto or its personnel may appear in chapter 11 cases representing the Debtor or
7 parties in interest. To the best of my knowledge, Stretto does not currently utilize the services of any
8 law firms, investment banking and advisory firms, accounting firms, or financial advisors who have
9 been identified as Potential Parties in Interest.

10 13. In April 2017, Stretto was acquired by the Trident VI Funds managed by private
11 equity firm Stone Point Capital LLC (“Stone Point”). Stone Point is a financial services-focused
12 private equity firm based in Greenwich, Connecticut. The firm has raised and managed eight private
13 equity funds – the Trident Funds – with aggregate committed capital of approximately \$25 billion.
14 Stone Point targets investments in the global financial services industry and related sectors.

15 14. The following disclosure is made out of an abundance of caution in an effort to
16 comply with the Bankruptcy Code and Bankruptcy Rules. However, neither the Trident VI Funds
17 nor Stone Point have been identified on the parties in interest list in this chapter 11 case as of the
18 date hereof.

19 15. Stretto has searched the names of the Debtor and the names of the Potential Parties in
20 Interest against the Stone Point Searched Parties. Based solely on the foregoing search, Stretto has
21 determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have
22 been identified on the parties in interest list in this chapter 11 case as of the date hereof and to the
23 best of its knowledge, that there are no material connections that require disclosure. To the extent
24 Stretto learns of any additional relevant facts or connections between Stone Point’s funds or
25 investments included in the above-described conflicts search and the Debtor that bear on this chapter
26 11 case, Stretto will promptly file a supplemental disclosure. Stretto may have had, may currently
27 have, or may in the future have business relationships unrelated to the Debtor with one or more
28 Stone Point entities including, among others, portfolio companies of Stone Point.

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

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

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1 18. To the best of my knowledge, Stretto (a) does not hold or represent an interest
2 adverse to the Debtor's estate; (b) is a "disinterested person" that (i) is not a creditor, an equity
3 security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a
4 director, officer, or employee of any of the Debtor, and (iii) does not have an interest materially
5 adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by
6 reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any
7 other reason; and (c) has disclosed all of Stretto's connections with the Debtor, its creditors, any
8 other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person
9 employed in the office of the U.S. Trustee.

10 I declare under penalty of perjury under the laws of the United States of America that the
11 foregoing is true and correct.

12 Executed this 24th day of May, 2022 at Irvine, California.

13 
14 Sheryl Betance

EXHIBIT A



Services Agreement

This Services Agreement (this "**Agreement**") is entered into as of 4/22, 2022 between Stretto, Inc. ("**Stretto**") and First Sight Mortgage (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 (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, disbursements, and administrative support in preparation of schedules of assets and liabilities and statements of financial affairs ("**Claims Administration, Noticing, and Solicitation Services**"); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, 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. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto (the "**Preferred Rate Structure**"). The Company agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed and effective chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) 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

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. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.



- 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.
- (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) Upon execution of this Agreement, the Company shall pay Stretto an advance of \$10,000.00. 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.
 - (h) Stretto reserves the right to make reasonable increases to the Preferred 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.
 - (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

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.

Check

Stretto
 Attn: Accounts Receivable
 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 any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. 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 Preferred 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) Stretto and the Company agree that this Agreement is subject to the terms set forth in the GDPR Addendum attached hereto as Exhibit A, which are incorporated herein by reference.
- (e) 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. California Consumer Privacy Act.

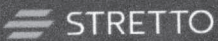
- (a) Definitions. In this Section,
 - (i) "**CCPA**" means the California Consumer Privacy Act of 2018, including amendments and final regulations;
 - (ii) "**Personal Information**" has the same meaning given to such term under section 1798.140 of the CCPA and is limited to any Company data provided to Stretto by the Company in order for Stretto to provide Services under this Agreement; and
 - (iii) "**Commercial Purposes**," "**Sell**," "**Business**," and "**Service Provider**" have the same meanings assigned to them in section 1798.140 of the CCPA.
- (b) Relationship Between the Parties. To the extent the Company is considered a Business under California law, and subject to the terms of this Section 12, Stretto will act solely as Company's Service Provider with respect to Personal Information.
- (c) Restrictions. Stretto certifies it will not: (i) Sell Personal Information or (ii) collect, retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including collecting, retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA.

13. 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.

14. 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.



15. 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 New York.

16. 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).

17. 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.

18. 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.

19. 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: _____

With a copy to: _____

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

Stretto

Sheryl Betance

By: Sheryl Betance

Title: Senior Managing Director

[COMPANY]

[Signature]

By: *Ignacio Pizarro*

Title: *Managing Director*