



EXHIBIT B

November 19, 2021

Melanie E. Damian, Esq.  
Damian & Valori LLP  
1000 Brickell Avenue, Suite 1020  
Miami, FL 33131

Dear Melanie,

Thank you for your consideration and the opportunity to provide information on our services relating to your Receivership matter. Attached please find short biographies for select members of our team, an overview of our corporate-restructuring capabilities, a snapshot of our receivership capabilities and legal-noticing services, as well as our proposed pricing. Please note that, in deference to both you and your firm, *Stretto is willing to offer a 15% discount on hourly fees throughout the duration of this matter.* This discount is not reflected in the attached Fee Structure. Rather, the discount would appear as a “client courtesy discount” in subsequent monthly invoices.

Stretto offers best-in-class technology, streamlined workflows and robust operational systems to simplify claims administration, noticing, solicitation and distributions. Stretto has elevated the industry standard by developing and implementing methodologies for seamless case management. Leveraging deep subject-matter expertise, our team of veteran-turnaround experts and restructuring-industry technologists is unrivaled. Stretto’s claims and noticing-agent services, coupled with deposit-management and bank-partner capabilities, offer clients solutions that no other provider can match.

As professional organizations across the globe manage a wide variety of challenges related to COVID-19, Stretto’s operations across all of our businesses remain fully intact. The company’s operating model, consisting of people, processes and technology, was built to ensure business continuity in the event of exogenous events such as natural disasters and pandemics. Our case-management experts have the capability to work remotely while serving clients’ needs in a timely manner. When it comes to ensuring legal-noticing continuity, Stretto remains the only provider in the industry with redundant document-production and document-intake facilities in both Denver, CO and Irvine, CA.

We look forward to working with you and to providing the highest level of professional service, allowing you to focus on the more substantive aspects of this matter. Should you have any questions or if I can provide additional information, please do not hesitate to contact me.

Kind regards,

A handwritten signature in blue ink, appearing to read "Brian Soper".

Brian Soper  
Managing Director  
847.334.9442 | [brian.soper@stretto.com](mailto:brian.soper@stretto.com)

California

Colorado

Illinois

New York

Ohio

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## Our Experts

Stretto has over 250 years of combined industry experience supporting every aspect of the corporate-restructuring process. From turnaround experts to restructuring-industry technologists, our team is at the top of the game. After years of working together at KCC, the professionals who changed the claims and noticing industry reunite at Stretto. Our team has successfully led claims-agent engagements from middle-market turnarounds to industry-changing mega cases as well as every case size in between.

Below are select members of Stretto's team.



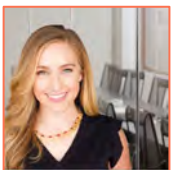
### Jonathan Carson

Jonathan serves as Chief Executive Officer of Stretto, leading the charge in outlining go-to market strategies and tactics geared towards company growth. As co-founder of Kurtzman Carson Consultants LLC, Jonathan is recognized as a trailblazer in the bankruptcy industry. Influenced by his significant accomplishments in the corporate restructuring arena, his primary objective is to oversee the development and execution of Stretto's expansion strategy. With more than 20 years of bankruptcy experience, Jonathan leads the Executive Management Team's efforts to drive market-share growth, and successfully enter new business lines in furthering Stretto's overall market strategy as a leader in bankruptcy services and technology. Under his skillful guidance and direction, the Executive Management Team leverages Jonathan's invaluable business acumen and market understanding. Working together to identify, target and pursue various industry sectors, Jonathan instructs this talented group across departments on best practices for increasing market share and solidifying Stretto's position as a leading provider of bankruptcy administration services.



### James M. Le

With nearly 20 years of experience in the corporate-restructuring industry, James serves as Chief Operating Officer directing the day-to-day management of the firm's overall business functions, as well as providing oversight to the Client Services, Technology Development and Banking Services Teams. James has had significant success leading senior management teams and leveraging internal assets to develop both short- and long-term strategies to optimize organizational processes and procedures. Prior to joining Stretto, he held the positions of Chief Operating Officer and Vice President, Corporate Restructuring at Kurtzman Carson Consultants (KCC) where he served as a change agent driving substantial revenue growth and expanded the company's founding principles and values. Prior to KCC, James consulted for FTI Consulting and PwC's business recovery group.



### Sarah Frankel

With nearly 15 years of industry insight and professional-services know how, Sarah brings substantive expertise to her role as Executive Director. She creates and implements the business development strategy for the company's corporate-restructuring services. Working with a roster of former turnaround professionals and subject-matter experts, Sarah outlines both individual and team client-acquisition plans with a focus on increasing Stretto's Chapter 11 market share. Drawing on her business acumen, she oversees the development of service and proposal materials that speak directly to the company's capabilities to meet clients' diverse restructuring needs and company objectives. Clients and industry colleagues value Sarah for her deft perspective on market conditions impacting case administration and claims management. Sarah is also recognized for her keen ability to pair bankruptcy professionals together in dynamic social settings, facilitating business relationships and firm growth. She plays an active role in the corporate-restructuring community as a member of TMA, ABI and IWIRC, previously serving in board positions for TMA NextGen, IWIRC and IWIRC NY. Sarah has been honored with ABI's "40 Under 40", The M&A Advisor's Emerging Leader Award, as well as the International Rising Star award by IWIRC.



## Our Experts



### Sheryl Betance

In her role as Senior Managing Director, Sheryl keeps Stretto's Corporate-Restructuring teams focused on claims and noticing operations and consultative services. With over 15 years of significant industry experience, she understands the right combination of internal resources is crucial to seamless case-management and has a deft approach when making case assignments. She is hands-on with professional development, offering one-on-one training and collaborating with her team members to develop and implement standard procedures that maximize efficiency. Sheryl is respected by her colleagues as an industry veteran and expert on designing streamlined infrastructure to ensure the highest levels of department productivity. She is an active member of ABI and IWIRC.



### Robert Klamser

As Senior Managing Director, Robert leverages his corporate-restructuring expertise with a keen understanding of case-management logistics. Exercising operational oversight on over 250 high-profile restructuring engagements, he effectively manages every facet of the claims, noticing, and balloting process. Drawing on his strong technical background, he collaborates on Stretto CORE, our case-administration software, with Stretto's Development Team on enhancements that streamline the claims-administration process. Robert works directly with corporate debtors and other turnaround professionals across numerous industries and jurisdictions to develop and implement tailored case strategies. Robert has worked on notable engagements such as Barneys New York, Collins & Aikman, and Washington Mutual. He has been a featured author in The Wall Street Journal, ABI Journal, and Law360. Robert has also been honored with ABI's "40 Under 40", and The M&A Advisor's Emerging Leader Award.



### Brian Soper

For over 10 years, Brian has overseen the development and expansion of Stretto's Corporate-Restructuring team. Under his direction, he has streamlined account implementation procedures between Stretto's banking and client support teams, resulting in higher level service and improved case-administration efficiency. Brian has directed the onboarding, management, and securitization of billions of dollars in estate funds for public and privately held companies in such diverse sectors as energy, healthcare, manufacturing, financial services and retail. Clients rely on Brian for his consistent responsiveness and deft approach to identifying solutions to their various banking related needs. Brian serves on the Stretto Executive Management Team, providing thought leadership and guidance on the company's services geared toward corporate-restructuring attorneys, fiduciaries, and receivers, as well as financial and turnaround advisors. Recognized as an Emerging Leader by M&A Advisor, he is committed to supporting key industry organizations, and is a member of ABI, TMA, AIRA, and NAFER.



### Stephen Cady

As a former Attorney, Stephen brings significant expertise to his role as Senior Associate. With particular skill in efficient project management and effective client collaboration, he facilitates Chapter 11 case-management operations. Overseeing noticing activity, Stephen calendars court deadlines and corresponds with counsel regarding service requirements through clear, constant communication. He also maintains claims registers through classification of actionable pleadings and conducts analysis of disclosure statements and plans of reorganization. Clients value Stephen for his attention-to-detail and ability to meet even the most stringent deadlines while consistently going above-and-beyond to get the job done. Prior to joining Stretto, Stephen was an Associate at Michael Sullivan & Associates.



# Corporate Restructuring

Stretto's case management team facilitates the corporate-restructuring process from start-to-finish so busy corporate restructuring professionals can focus on more substantive case aspects. Clients value Stretto's subject matter experts for anticipating needs and simplifying tasks by leveraging decades of hands-on experience working on some of the industry's most notable Chapter 11 engagements.

We handle every detail so you do not stress any detail.

## **Legal Noticing**

Stretto provides the latest deadline for same-day turnaround on overnight packages, and messenger service for same-day delivery. We offer affidavits/certificates of service, custom-merged data on court forms and document tracking with real-time updates. Operating our own document-production facilities, Stretto collaborates with nationwide providers, ensuring additional data security within our closed network.

## **Schedules & SOFAs**

Stretto understands this process because we handle it day-in-and-day-out. Our Schedules & SOFA team leads complex data-aggregation projects for compilation of Schedules & SOFA and draft generation. Utilizing proprietary software, we provide a higher-level of professional service, effectively working with companies' internal departments and professionals to gather and compile requisite information. We also assist with digitizing and modernizing organizations' contract-management process.

## **Claims Processing, Analysis & Reconciliation**

Stretto creates and maintains a claims database, processes and distributes proofs of claim and provides real-time updates and reports. Our experts employ robust security protocols, adhering to GDPR, PII and HIPAA, to protect clients' sensitive data and best manage all aspects of the claims-reconciliation process.

## **Solicitation, Balloting & Tabulation**

Utilizing best-in-class technology, Stretto's balloting software allows an unlimited number of votes to be cast - in multiple cases - at the same time. Our secure, online platform provides users with an electronic ballot and password, enabling an easy voting process. We certify final voting results and testify before the Bankruptcy Court, if needed.

## **Depository, Treasury, Distribution Agent, and Escrow Services**

Leveraging a national network of UST-approved banks, Stretto expertly navigates the numerous requirements such as KYC to help clients quickly open and manage multiple bank accounts, protect principal, and maximize returns. Stretto's secure online platform handles and tracks all aspects of distributions from initial verification of claims data and W-9 form dissemination to tax reporting and collection.

## **Communications and Call Center Management**

Clients deploy Stretto's Call Center services to track, record and report all inbound and outbound call center activity related to a specific case. Stretto utilizes scripted responses to ensure inquiries are addressed according to case developments. Upon request, Stretto can deploy interactive voice response (IVR) systems, text messaging, and other broadcast communications to educate creditors on important dates and distribute general case information.

## **Public Securities**

Stretto works closely with domestic and international companies and their advisors to assist in the successful consummation of all aspects of the corporate events including consent solicitations as well as debt tenders and exchanges. Our team serves as the information agent, solicitation/tabulation agent, manages cash and equity plan distributions, and rights/exchange offers.



# Receiverships

Court-appointed receivers often face a myriad of administrative challenges that may hinder their ability to effectively investigate cases and efficiently distribute recovered assets. These challenges not only impact receivers' day-to-day operations but can also cause material delays to the recovery and distribution of monies owed to various parties. Stretto's partnership with receivers includes a multi-faceted approach to alleviating these administrative burdens, allowing receivers to focus on the more substantive aspects of engagements.

As a trusted service partner, Stretto offers streamlined workflows combined with best-in-class technology to facilitate the administrative process so professional advisors can focus on more substantive case aspects, bringing cases to a swift resolution.

## Established Banking Partners

In many instances, government-led investigations into allegations of fraud, money laundering or other criminal activity complicate establishing bank accounts. Stretto's nationwide network of partner banks are accustomed to these matters, allowing our clients to quickly establish bank accounts.

Stretto's team: (1) assists clients with any operational needs and establishes customized workflows to ensure best practices for effectively managing multiple engagements; (2) provides banking clients with in-house banking-support professionals with specialized funds management expertise; and (3) assigns each client dedicated regional directors with in-depth knowledge of the rules and requirements for government-appointed receiverships.

## Technology Solutions & Streamlined Processes

Understanding the importance of day-to-day operational efficiency, Stretto developed a proprietary software allowing clients to streamline workflows and manage online processes. With customized features designed to meet the needs of receivers, we provide a case-administration platform to facilitate accounting transactions, manage documents, and perform other administrative tasks. Receivers are able to create, customize and submit reports to comply with federal and state court requirements. The calendar feature helps manage process time-frames and ensure that deadlines are met for submitting reports and other required documents.

Stretto's software allows clients to accomplish a multitude of important banking tasks, including viewing cleared checks, opening additional accounts within minutes, creating reserve accounts, and sending and receiving wire transfers. Receivers rely on Stretto's software to easily manage accounts with online access to balances, transactions, and statements.



# Legal Noticing

Managing a myriad of case-administration hurdles is critical to successful case resolution. Stretto provides full-service document production and legal noticing capabilities, allowing busy professionals to focus on more substantive case aspects while we deliver time and cost efficiencies. Our experts bring decades of experience while overseeing the industry's only print-production facilities owned and operated by a bankruptcy-services provider.

With multiple facilities across the United States, our national presence ensures we can provide same-day turnaround on thousands of overnight packages. Stretto leverages its West Coast facility to ensure that jobs can be submitted late in the day and still guarantee USPS drop-off. Noticing details received late in the afternoon/evening are ingested and processed for next-day morning delivery.

## Our services include:

- Affidavits of service at no extra charge
- Barcode technology on each mailing to ensure the job requested is what ultimately is mailed
- Capacity to print and mail thousands of First-Class Mail or Overnight Mail pieces each day
- Competitive and simplified pricing model
- Customized and merged data on Court forms and related filings
- Document tracking with instant updates for real-time statistics
- Federal Express package drop-off as late as 12:30 a.m. EST
- Large volume document and/or check production
- Latest overnight mail deadlines in the US
- Messenger service for same-day delivery
- Postal volume discounts
- Real time invoices available upon request
- Superior and dedicated client service team
- Verified creditor addresses per USPS guidelines





## Fee Structure

### Summary

<b>Case Size</b>	100,000 to 1,000,000 parties
<b>Services Required</b>	Electronic Noticing Case Information Website Electronic Claim Filing Portal Client Dashboard for Real-Time Claim Reporting
<b>Additional Services</b>	Additional services upon request

### Electronic Noticing Services

<b>Electronic Mail</b>	<b>No Charge</b> for 0 – 1,000 recipients \$0.025/email for 1,000 – 10,000 recipients \$0.0075/email for 10,001 – 100,000 recipients \$0.005/email for 100,001 – 500,000 \$0.001/email for 500,001+
<b>Facsimile Service</b>	\$1.00/recipient

### Physical Noticing Services

<b>First Class Mail</b>	\$2.00/recipient for 1 – 12 pages \$0.10/page plus market rate postage for 13+ pages
<b>USPS Priority and Overnight</b>	\$2.00 per recipient plus market rate postage
<b>USPS Address Forwarding</b>	\$1.00/piece
<b>Undeliverable Mail Processing</b>	\$0.25/piece

### Claims Process and Management

<b>Case Setup</b>	\$15,000 initial setup fee	
<b>Claims Processing</b>	\$0.50/claim	
<b>Electronic Receipt</b>	Instant, electronic claim confirmation sent to creditors. Receipt includes hyperlink to real-time claims status report accessible through duration of project.  <b>No charge</b>	
<b>Claims Reporting</b>	<b>Standard Reporting</b>  Includes Filed Claims Register, Creditor Matrix, Mailing Service Lists, Undeliverable Mail Report  <b>No charge</b> if accessed via Stretto real-time reporting website	<b>Custom Reporting</b>  Includes custom reports and analysis prepared by Stretto staff by client request  Billed at hourly rates

### Document Storage and Maintenance

<b>Electronic Storage</b>	Waived
<b>Physical Storage</b>	Billed at Actual



**Public Case Website Hosting**

<b>Standard Setup</b>	Includes case.stretto.com domain and the following sections: Case Information, Key Deadlines, Claim Filing Info, and FAQ.  <b>No charge</b>
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**Communications Center Operations**

<b>Standard Email, Online Chat and Telephone Support</b>	Email and telephone inquiries returned within on business day  Billed at Discounted Hourly Rates
<b>Live, Dedicated Call Center Support</b>	Telephone calls answered live by dedicated operator  \$35.00/operator/hour

**Distribution Services**

<b>Check and or 1099 Issuance</b>	\$1.29 per check (volume discounts may apply)
<b>W-9 Mailing &amp; Maintenance of TIN Database</b>	Pricing available upon request
<b>Distribution Account Maintenance and Reconciliation</b>	

**Consulting Rates**

<b>Associate</b>	\$170/hour
<b>Senior Associate</b>	\$263/hour
<b>Director</b>	\$278/hour
<b>Managing Director</b>	\$323/hour
<b>Senior Managing Director</b>	\$347/hour

## Services Agreement

This Services Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_ between Stretto, Inc. (“**Stretto**”) and \_\_\_\_\_ (“**Client**”).

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 Client with consulting services regarding (i) legal noticing and maintenance of claims registers, creditor mailing matrices, an electronic platform for filing claims and supporting documents, and claim noticing, claim responses and disputes, disbursements, and administrative support in preparation of notices, claims, and schedules; and (ii) crisis communications, claims analysis and reconciliation, 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 Client acknowledges and agrees that Stretto will often take direction from the Client's representatives, employees, agents and/or professionals (collectively, the “**Client Parties**”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client.
- (c) The Client agrees and understands that Stretto shall not provide the Client 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 Client, in each case in accordance with Stretto's Rate Structure. The Client agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the Client 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 Client before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Client 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 Client 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 Client shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Client or the Client Parties.

- (f) The Client 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 Client shall pay Stretto an advance of \$\_\_\_\_\_. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Client 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 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 Client of such increases.
- (i) 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:

**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 Client commences a case pursuant to title 11 of the United States Code (the “**Bankruptcy Code**”), the Client 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 Client 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 Client 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 Client 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 Client do not vest in the Client any rights in such Property. Such Property is only being made available for the Client's use during and in connection with the Services provided by Stretto hereunder.

## 6. Bank Accounts

At the request of the Client or the Client Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Client to facilitate distributions pursuant to a Court-approved plan of distribution or other transaction. To the extent that certain financial products are provided to the Client 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 Client, (ii) the failure of the Client to pay Stretto invoices for more than 60 days from the date of entry of an order granting Stretto's fee application and the expiration of any applicable objection period under applicable local rules, 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, the Client shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (c) If this Agreement is terminated, Stretto shall coordinate with the Client and, to the extent applicable, the clerk of the 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 Client 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 Client 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 Client 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 Client 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 Client's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The Client'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 Client for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Client 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. Client Data

- (a) The Client is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Client Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of notices, schedules, and claims (collectively, “Notices”). Stretto bears no responsibility for the accuracy and content of the Notices, and the Client is deemed hereunder to have approved and reviewed all Notices filed or served on its behalf.
- (b) The Client agrees, represents and warrants to Stretto that before delivery of any information to Stretto: (i) the Client 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 Client may be retained by Stretto until the Services provided hereunder are paid in full. The Client 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 Client; provided that if the Client 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 Client for the expense of such disposition, after giving the Client 30 days' notice. The Client agrees to initiate and maintain backup files that would allow the Client to regenerate or duplicate all programs, data or information provided by the Client to Stretto.

- (d) Notwithstanding the foregoing, if Stretto is retained pursuant to Court order, disposal of any Client data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

## **12. Non-Solicitation**

The Client 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 New York.

## **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 Client, 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 Client 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 Client'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

If to the Client:

With a copy to:

[THIS SPACE INTENTIONALLY LEFT BLANK]



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

Stretto

\_\_\_\_\_

By:

Title:

Client

\_\_\_\_\_

By:

Title: