

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
Debtors.	)	(Jointly Administered)

**FIRST SUPPLEMENTAL NOTICE TO  
CONTRACT PARTIES TO POTENTIALLY ASSUMED  
AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU  
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN  
EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE  
OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

**PLEASE TAKE NOTICE** that on August 4, 2023, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the Bidding Procedures Order [Docket No. 331] and the Debtors filed the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 336], which included a list of potentially Assigned Contracts attached thereto as Exhibit A (the “Initial List of Potentially Assigned Contracts”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that on August 25, 2023, the Court entered orders approving the Debtors’ entry into and performance under each of the Stalking Horse Agreements and authorizing the sale of substantially all of the Debtors’ assets free and clear of all liens, claims, interest, and encumbrances [Docket Nos. 422–23] (together, the “Sale Orders”).

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Bidding Procedures Order, the Sale Orders, and the approved contract designation process, the Debtors hereby file and provide notice of supplemental changes made to the Initial List of Potentially Assigned Contracts, as reflected in Exhibit A attached hereto.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the Sale Orders, as applicable.



**PLEASE TAKE FURTHER NOTICE** that the potentially Assigned Contracts set forth on **Exhibit A** hereto reflect certain (a) additions of newly discovered agreements (the “New Potentially Assigned Contracts”) and (b) modifications to the Initial List of Potentially Assigned Contracts in connection with certain potentially Assigned Contracts (the “Revised Potentially Assigned Contracts”).

**PLEASE TAKE FURTHER NOTICE** that the Initial List of Potentially Assigned Contracts is hereby amended to include the New Potentially Assigned Contracts and to reflect the other modifications set forth in **Exhibit A** in connection with the Revised Potentially Assigned Contracts.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Bidding Procedures Order and the Sale Orders, the Debtors **may** assume and assign to the Progrexion Purchaser or Lexington Law Purchaser (as applicable, the “Purchaser”), the Revised Potentially Assigned Contracts and the New Potentially Assigned Contracts listed on **Exhibit A** hereto to which you are a counterparty, upon the closing of the Sale Transactions. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such potentially Assigned Contracts is as set forth on **Exhibit A** attached hereto (the “Cure Amounts”).

**PLEASE TAKE FURTHER NOTICE** that if you are a counterparty to a New Potentially Assigned Contract and disagree with the proposed Cure Amounts, object to a proposed assignment to the Purchaser of any such contract, or object to the ability of the Purchaser to provide adequate assurance of future performance with respect to any such contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amounts, state the correct cure amount alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received by the later of (a) September 25, 2023 or (b) the date that is 14 calendar days after service of this notice** (the “Supplemental New Contract Objection Deadline”) by the Court and the following parties: (i) counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Chris Ceresa (chris.ceresa@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Spencer Winters (spencer.winters@kirkland.com), Whitney C. Fogelberg (whitney.fogelberg@kirkland.com), and Alison J. Wirtz (alison.wirtz@kirkland.com); (ii) co-counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com); and (iii) the Debtors’ investment banker, Greenhill & Co., LLC, 1271 Avenue of the Americas, New York, New York 10020, Attn: Neil Augustine ([ProjectPretzel@greenhill.com](mailto:ProjectPretzel@greenhill.com)). For the avoidance of doubt, the Supplemental New Contract Objection Deadline applies solely to New Potentially Assigned Contracts.

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Amounts(s), (b) the proposed assignment and assumption of any potentially Assigned Contract, or (c) adequate assurance of the Purchaser’s ability to perform is filed by the applicable objection

deadline, then you will be (i) deemed to have stipulated that the Cure Amounts as determined by the Debtors are correct, (ii) forever barred, estopped, and enjoined from asserting any additional cure amount under the potentially Assigned Contract, and (iii) forever barred, estopped, and enjoined from objecting to such proposed assignment to the Purchaser on the grounds that the Purchaser has not provided adequate assurance of future performance as of the closing date of the Sale.

**PLEASE THAT FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any potentially Assigned Contract, including any Revised Potentially Assigned Contract, on the schedule of potentially assigned contracts does not require or guarantee that such potentially Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Purchaser with respect to such Executory Contracts and/or Unexpired Leases are reserved, including the Debtors' ability to make other supplemental filings in connection with potentially Assigned Contracts. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each potentially Assigned Contract, including any Revised Potentially Assigned Contract, pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Purchaser to designate any potentially Assigned Contract as either rejected or assumed on a post-closing basis, or in accordance with the terms of the Debtors' plan.

**PLEASE TAKE FURTHER NOTICE** that, nothing herein (i) alters in any way the prepetition nature of the potentially Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any potentially Assigned Contract against the Debtors that may arise under such potentially Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any potentially Assigned Contract against the Debtors that may arise under such potentially Assigned Contract.

**PLEASE TAKE FURTHER NOTICE** that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at [www.kccllc.net/PGX](http://www.kccllc.net/PGX).

*[Remainder of page intentionally left blank]*

Dated: September 11, 2023

Wilmington, Delaware

/s/ Michael W. Yurkewicz

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BRANZBURG LLP**

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Possession*

**Exhibit A**

**First Supplemental Schedule - Potentially Assumed and Assigned Contracts<sup>1</sup>**

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<sup>1</sup> The inclusion of a contract on this list does not constitute an admission as to the executory or non-executory nature of the contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such contract. The Debtors reserve all rights with respect to assumption, assumption and assignment, or rejection of any contract included on this list.

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
1	24 Seven, LLC	Progrexion Marketing, Inc.	US Freelance and Full-time Services Agreement dated July 10, 2023	\$0.00
2	24 Seven, LLC	Progrexion Marketing, Inc.	SOW dated August 7, 2023	\$0.00
3	24 Seven, LLC	Progrexion Marketing, Inc.	US Freelance and Full-time Services Agreement ("Agreement"), dated as of July 10th, 2023	\$0.00
4	257 East Salt Lake, LLC	PGX Holdings, Inc.	4th Amendment to Lease Agreement at 257 E 200 South effective September 1, 2023	\$13,701.15 [1]
5	257 East Salt Lake, LLC	PGX Holdings, Inc.	3rd Amendment to Lease Agreement at 257 E 200 South Dated 12/22/2022	See above <del>\$13,113.36</del>
6	<del>Argano, LLC</del>	<del>Progrexion ASG, Inc.</del>	<del>Master Services Agreement</del>	<del>\$0.00</del>
7	<del>Argano, LLC</del>	<del>Progrexion ASG, Inc.</del>	<del>Statement of Work Dated 04/01/2023</del>	<del>\$912,639.00</del>
8	Avaya	Progrexion ASG, Inc.	ConvergeOne Renewal Agreement entered into on August 21, 2023	\$0.00
9	BMG Services LLC dba CommissionSoup	Progrexion Marketing, Inc.	Affiliate Enrollment Agreement	\$0.00
10	<del>CapSpecialty, Inc.</del>	<del>Progrexion ASG, Inc.</del>	<del>Consulting Services Agreement</del>	<del>\$0.00</del>
11	<del>CapSpecialty, Inc.</del>	<del>Progrexion ASG, Inc.</del>	<del>Surety Bond Indemnification Agreement Dated 04/05/2021</del>	<del>\$0.00</del>
12	Code3	Progrexion Marketing, Inc.	Statement of Work (Creative audit and transcreation assets) entered into on August 31, 2023	\$0.00
13	Coligos Consulting	Progrexion ASG, Inc.	Consulting Agreement and SOW dated August 22, 2023	\$0.00
14	Coligos Consulting	Progrexion ASG, Inc.	Consulting Agreement and SOW for UKG Open Enrollment Assistance dated August 22, 2023	\$0.00
15	DAW Construction Group	PGX Holdings, Inc.	Reconfiguration of corporate space (10th and 12th floor) bid proposals.	\$0.00
16	DFO Global Performance Commerce Limited	Progrexion Marketing, Inc.	Standard Affiliate Terms and Conditions	\$0.00
17	Digital Media Solutions, LLC	Progrexion Marketing, Inc.	Standard Affiliate Terms and Conditions	\$0.00
18	Experian	Progrexion ASG, Inc.	Reseller Foreign Access Agreement dated August 28, 2023	\$0.00
19	<del>Hawthorne Direct, LLC</del>	<del>Progrexion Marketing, Inc.</del>	<del>Master Services Agreement Dated 11/13/2018</del>	<del>\$1,233,519.21</del>
20	Hexaware Technologies Limited	Progrexion ASG, Inc.	Amendment #3 dated September 1, 2023 to the Statement of Work dated March 4, 2021	\$0.00
21	Hexaware Technologies Limited	John C. Heath Attorney at Law PC	Amendment #3 dated September 1, 2023 to the Statement of Work dated March 4, 2021	\$0.00
22	IntelePeer Cloud Communication, LLC	Progrexion ASG, Inc.	Voice Services Bundle Dated August 31, 2023	\$0.00
23	JGW Connects, LLC	Progrexion Marketing, Inc.	Standard Affiliate Terms and Conditions dated July 31, 2023	\$0.00
24	MH Sub I, LLC dba Auto Credit Express	Credit.com, Inc.	Affiliate Agreement	\$0.00
25	Ninjio, LLC	Progrexion ASG, Inc.	Renewal agreement (Security awareness tools) entered into on September 5, 2023	\$0.00
26	Ninjio, LLC	Progrexion ASG, Inc.	Statement of Work Dated 03/09/2022	See above <del>\$3,773</del>
27	NMC Media LLC	Progrexion Marketing, Inc.	Consulting agreement entered into on August 24, 2023	\$0.00
28	OpenLogic	Progrexion ASG, Inc.	Rogue Wave Renewal Agreement entered into on June 12, 2023	\$0.00
29	Playbook Media, Inc	Progrexion Marketing, Inc.	Master Services Agreement entered into on September 5, 2023 (Performance marketing and sales services )	\$0.00
30	Proofpoint	Progrexion ASG, Inc.	InfoSec (Optiv) Renewal Agreement entered into on August 10, 2023	\$0.00
31	Pure Storage - CompuNet	Progrexion ASG, Inc.	Maintenance and Support for Disk Storage Array dated September 6, 2023	\$0.00
32	Red Seat Ventures	Progrexion Marketing, Inc.	Advertising Agreement dated July 21, 2023 and August 30, 2023	\$0.00
33	SecurityMetrics	Progrexion ASG, Inc.	PCI Audit SOW Agreement dated August 28, 2023	\$0.00
34	Similarweb Inc	Progrexion Marketing, Inc.	Amendment To Service Order dated August 15, 2023 and September 6, 2023	\$0.00
35	<del>Site Selection Group, LLC</del>	<del>Progrexion ASG, Inc.</del>	<del>Master Services Agreement Dated 02/01/2015</del>	<del>\$207,269.83</del>
36	Social Hustle, LLC	John C. Heath Attorney at Law PC	TikTok Ads Management Agreement dated July 11, 2023	\$0.00
37	Splunk - Optiv	Progrexion ASG, Inc.	Splunk Enterprise - Standard Support Renewal dated August 30, 2023	\$0.00
38	The Ultimate Software Group, Inc.	Progrexion ASG, Inc.	Amendment to SaaS Model Agreement Dated 08/28/2020	See row #43 <del>\$23,682.77</del>
39	Thomson Reuters	Progrexion ASG, Inc.	Order Form Dated August 15, 2023 (CLEAR Products)	\$0.00
40	TransUnion Interactive, Inc.	Progrexion ASG, Inc.	Third Amendment to the Strategic Services and Licensing Agreement dated August 25, 2023	\$789,516.25
41	TransUnion Interactive, Inc.	John C. Heath Attorney at Law PC	Monitoring Agreement Dated 08/07/2014	See above <del>\$569,735.66</del>
42	TransUnion Interactive, Inc.	Progrexion ASG, Inc.	Additional Jurisdictional Amendment Agreement Dated 01/09/2023	See above <del>\$154,473.09</del>
43	UKG Inc. (formerly known as The Ultimate Software)	Progrexion ASG, Inc.	Amendment ("Amendment") to the July 31, 2015 agreement between UKG Inc. (formerly known as The Ultimate Software Group, Inc.) ("UKG") and Customer	\$23,682.77
44	Verizon	Progrexion ASG, Inc.	U.S. Services Agreement Master Service Order Form dated August 18, 2023	\$0.00
45	WorkDay	Progrexion ASG, Inc.	Subscription Rights Agreement dated September 30, 2023	\$0.00

**Notes**

[1]: Landlord and Tenant agree that as of August 31, 2023, the total cure amount due and owing by Tenant relating to the Lease was \$13,701.15, comprised of (i) parking cure costs in the amount of \$194.40 for July 2023; and (ii) parking cure costs in the amount of \$13,506.75 for August 2023