

**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)
	)	

**SECOND 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 on September 11, 2023, the Debtors filed the *First Supplemental Notice to Contract Parties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 455], which included a list of potentially Assigned Contracts attached thereto as Exhibit A (the “First Supplemental List of Potentially Assigned Contracts,” and together with the Initial List of Potentially Assigned Contracts, the “Prior Lists of Potentially Assigned Contracts”).

<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, 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 Prior Lists of Potentially Assigned Contracts, as reflected in **Exhibit A** attached hereto.

**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/or (b) modifications to the Prior Lists of Potentially Assigned Contracts in connection with certain potentially Assigned Contracts (the “Revised Potentially Assigned Contracts”).<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that the Prior Lists of Potentially Assigned Contracts are 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 Progexion 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) October 10, 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,

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<sup>3</sup> The Debtors reserve all rights to modify the Assigned Contracts attached hereto as **Exhibit A**, in accordance with the terms of the Sale Orders, the Progexion APA, and the Lexington Law APA.

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 TAKE 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).

Dated: September 23, 2023

Wilmington, Delaware

/s/ Michael W. Yurkewicz

**KLEHR HARRISON HARVEY  
BRANZBURG LLP**

Domenic E. Pacitti (DE Bar No. 3989)  
Michael W. Yurkewicz (DE Bar No. 4165)  
919 North Market Street, Suite 1000  
Wilmington, Delaware 19801  
Telephone: (302) 426-1189  
Facsimile: (302) 426-9193  
Email: dpacitti@klehr.com  
myurkewicz@klehr.com

-and-

Morton R. Branzburg (*pro hac vice* pending)  
1835 Market Street, Suite 1400  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 569-3007  
Facsimile: (215) 568-6603  
Email: mbranzburg@klehr.com

*Co-Counsel to the Debtors and Debtors in Possession*

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (*admitted pro hac vice*)  
601 Lexington Ave  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: joshua.sussberg@kirkland.com

- and -

Spencer Winters (*admitted pro hac vice*)  
Whitney C. Fogelberg (*admitted pro hac vice*)  
Alison J. Wirtz (*admitted pro hac vice*)  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
Email: spencer.winters@kirkland.com  
whitney.fogelberg@kirkland.com  
alison.wirtz@kirkland.com

*Co-Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Second 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	Experian Marketing Solutions LLC <sup>[1]</sup>	Creditrepair.com, Inc.	Reseller Pricing Addendum effective September 22, 2023	\$26,560.88
2	Experian Marketing Solutions LLC <sup>[1]</sup>	Credit.com, Inc.	Reseller Pricing Addendum effective September 22, 2023	\$58,657.18
3	Experian Marketing Solutions LLC <sup>[1]</sup>	John C. Heath Attorney at Law PC	Reseller Pricing Addendum effective September 22, 2023	\$194,636.16
4	EyeMed	John C. Heath Attorney at Law PC	Benefits Agreement	\$0.00
5	Fidelity	Progrexion ASG, Inc.	Benefits Agreement	\$2,081.13
6	Holland & Knight, LLP	Progrexion ASG, Inc.	Engagement letter effective September 5, 2023	\$0.00
7	IntelePeer Cloud Communication, LLC	Progrexion ASG, Inc.	Order Form effective on October 1, 2023 and Amendment to the IntelePeer Master Services Agreement	\$26,916.92
8	John C. Heath Attorney at Law PC	Progrexion ASG, Inc.	Sublease agreement between Progrexion ASG (Sublessor), Inc. and Lexington Law Firm (Subtenant) effective September 1, 2023	\$0.00
9	New York Life	John C. Heath Attorney at Law PC	Benefits Agreement	\$0.00
10	Optum	John C. Heath Attorney at Law PC	Benefits Agreement	\$0.00
11	Performline, Inc.	Progrexion ASG, Inc.	Statement of Work effective October 1, 2023	\$0.00
12	Progrexion ASG, Inc.	John C. Heath Attorney at Law PC	Sublease agreement between Progrexion ASG (Sublessor), Inc. and Lexington Law Firm (Subtenant) effective September 1, 2023	\$0.00
13	Select Health	John C. Heath Attorney at Law PC	Benefits Agreement	\$0.00
14	ServiceNow, Inc.	Progrexion ASG, Inc.	Ordering Agreement, Order Forms, Additional Terms, and Amended Order Form effective June 8, 2023	\$222,285.45
15	Stringo Media	Progrexion ASG, Inc.	Master Service Agreement entered into as of 8/15 (Partnership Management)	\$0.00
16	Verint	Progrexion ASG, Inc.	Renewal agreement with start date on March 31, 2023 and Amendment to the License Agreement	\$92,043.00

#### Notes

[1]: For the avoidance of doubt, the assumption and assignment to Progrexion Purchaser of each of the Experian Agreements is subject to an objection that is unresolved at this time. See Docket No. 367 (the "Experian Objection"). Accordingly, the Debtors and Progrexion Purchaser reserve the right to alter, remove, or otherwise modify the designation of the assumption and assignment of the Experian Agreements to Progrexion Purchaser listed herein (including, for the avoidance of doubt, any proposed amendments to the Experian Agreements that may seek to resolve the Experian Objection in any manner) in accordance with the terms of the PGX APA and the PGX Sale Order, which provide that Progrexion Purchaser has at least 3 business days after the expiration of the Extended Contract Period to provide to the Debtors a final designation with respect to any available agreement subject to an assumption and assignment related dispute.