

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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

**THIRD 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”).²

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”).

¹ 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.

² 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 on September 23, 2023, the Debtors filed the *Second Supplemental Notice to Contract Parties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 492], which included a list of potentially Assigned Contracts attached thereto as Exhibit A (the “Second Supplemental List of Potentially Assigned Contracts” and, together with the Initial List of Potentially Assigned Contracts and the Second Supplemental List of Potentially Assigned Contracts, the “Prior Lists of Potentially Assigned Contracts”).

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”).³

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 any 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**

³ 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.

(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). 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.

Dated: September 26, 2023

Wilmington, Delaware

/s/ Michael W. Yurkewicz

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Exhibit A

Third Supplemental Schedule - Potentially Assumed and Assigned Contracts¹

¹ 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	Holland & Knight, LLP	John C. Heath Attorney at Law PC	Engagement letter effective September 5, 2023	\$0.00