

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re:)		Chapter 11		
)				
PGX HOLDINGS, INC., <i>et al.</i> , ¹)		Case No. 23-10718 (CTG)		
)				
Debtors.)		(Jointly Administered)		
)				
)				
)				
)		Related to Docket Nos. 422, 423, and 501		

SECOND SUPPLEMENTAL NOTICE OF DESIGNATION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES AS “ASSUMED
CONTRACTS” AND ASSUMPTION AND ASSIGNMENT THEREOF

**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, INCLUDING AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

PLEASE TAKE NOTICE that, on June 6, 2023, PGX Holdings, Inc. and its debtor affiliates, in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) a motion [Docket No. 66] (the “Motion”)² for the entry of an order (the “Bidding Procedures Order”) approving, among other things, bidding procedures in connection with the sale of substantially all of the Debtors’ assets, and on August 4, 2023, the Court entered the Bidding Procedures Order [Docket No. 331].

PLEASE TAKE FURTHER NOTICE that, on August 4, 2023, pursuant to the Bidding Procedures Order, the Debtors filed and served 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”).

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 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Order or the Sale Orders, as applicable



PLEASE TAKE FURTHER NOTICE that, on August 25, 2023, the Court entered orders [Docket No. 422 and 423] (together, the “Sale Orders”) approving (i) 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 and (ii) the assumption by the Debtors and the assignment and sale to the Progrexion Purchaser or Lexington Law Purchaser (as applicable, the “Purchaser”) of executory contracts and unexpired leases to be designated by the Purchaser as “Assumed Contracts” pursuant to the Sale Orders, the Progrexion APA, the Lexington Law APA, and sections 363 and 365 of the Bankruptcy Code, subject to, and effective as of, the closing of the Sale Transactions (the date of the closing being the “Closing Date”).

PLEASE TAKE FURTHER NOTICE that, on September 11, 2023, the Debtors filed that certain *First Supplemental Notice to Contract Parties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 455] (the “First Amended Notice”), providing notice of supplemental changes made to the Initial List of Potentially Assigned Contracts.

PLEASE TAKE FURTHER NOTICE that, on September 23, 2023, the Debtors filed that certain *Second Supplemental Notice to Contract Parties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 492] (the “Second Amended Notice”), providing notice of further supplemental changes made to the Initial List of Potentially Assigned Contracts, as modified by the First Amended Notice.

PLEASE TAKE FURTHER NOTICE that, on September 23, 2023, the Debtors filed that certain *Notice of Designation of Certain Executory Contracts and/or Unexpired Leases as “Assumed Contracts” and Assumption and Assignment Thereof* [Docket No. 493] (the “Designation Notice”), providing notice of the agreements to be assumed and assigned to the Purchaser in accordance with the Sale Orders, the Progrexion APA, the Lexington Law APA, and the approved contract designation process and upon the occurrence of the Closing Date.

PLEASE TAKE FURTHER NOTICE that, on September 26, 2023, the Debtors filed that certain *Third Supplemental Notice to Contract Parties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 500] (the “Third Amended Notice”), providing notice of further supplemental changes made to the Initial List of Potentially Assigned Contracts, as modified by the First Amended Notice and the Second Amended Notice.

PLEASE TAKE FURTHER NOTICE that on September 26, 2023, the Debtors filed the *First Supplemental Notice of Designation of Certain Executory Contracts and/or Unexpired Leases as “Assumed Contracts” and Assumption and Assignment Thereof* [Docket No. 501].

PLEASE TAKE FURTHER NOTICE that, in accordance with the Sale Orders, the Progrexion APA, the Lexington Law APA, and the approved contract designation process, the Debtors hereby file and provide notice of additional agreement(s) to be assumed and assigned to Purchaser as an Assigned Contract, as reflected in **Exhibit A** attached hereto

(the “Supplemental Assigned Contracts”). The Counterparty to the Supplemental Assigned Contracts has provided its consent to the assumption and assignment of the Supplemental Assigned Contracts.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Orders, the Progexion APA, and the Lexington Law APA, **the Purchaser has determined that the Supplemental Assigned Contracts set forth on Exhibit A attached hereto shall be assumed by the Debtors and assigned and sold to Purchaser and shall be designated as “Assumed Contracts” within the meaning of the Sale Orders, the Progexion APA, and the Lexington Law APA, in each case subject to, and effective as of, the Closing Date** (unless such other date is mutually agreed upon by the Debtors, the Purchaser, and the counterparty or counterparties to any such Contract).

PLEASE TAKE FURTHER NOTICE that the Cure Amount for your Contract(s) shall be as previously noticed to you and as approved by the Court pursuant to the Sale Orders or as otherwise agreed upon by you and the Debtors and/or the Purchaser in writing except as indicated otherwise on Exhibit A.

PLEASE TAKE FURTHER NOTICE that nothing herein (i) alters in any way the prepetition nature of the Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any Assigned Contracts against the Debtors that may arise under such Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract.³

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.

Dated: December 28, 2023
Wilmington, Delaware

/s/ Michael W. Yurkewicz

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Exhibit A

Second Supplemental Assigned Contracts

Policy Type	Policy Number	Effective Date	Insurer	Assignee Party ⁴
Life Insurance	FLX0966422	1/1/2015	Life Insurance Company of North America	Credit.com Holdings, LLC
Group Accident Policy	OK0967952	1/1/2015	Life Insurance Company of North America	Credit.com Holdings, LLC
Long Term Disability Policy	LC0964401	1/1/2015	Life Insurance Company of North America	Credit.com Holdings, LLC
Short Term Disability Policy	LK0751718	1/1/2015	Life Insurance Company of North America	Credit.com Holdings, LLC

⁴ The Insurer and the Purchaser reserve the right to modify the Assignee party by written agreement, including, but not limited to agreement via electronic mail.