

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

QLESS, INC.,

Debtor.

Chapter 11, Subchapter V

Case No. 24-11395 (BLS)

Hearing Date: July 19, 2024 at 10:30 a.m. (ET)  
Objection Deadline: July 12, 2024 at 4:00 p.m. (ET)

**DEBTOR’S MOTION TO RETAIN SHERWOOD PARTNERS, INC.  
TO (I) PROVIDE THE DEBTOR A CHIEF RESTRUCTURING  
OFFICER AND CERTAIN ADDITIONAL PERSONNEL AND  
(II) DESIGNATE ANDREW DE CAMARA AS CHIEF RESTRUCTURING  
OFFICER FOR THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtor and debtor in possession (the “**Debtor**” or the “**Company**”) hereby files this (the “**Motion**”) for the entry of an order approving the letter agreement dated June 17, 2024 (the “**Engagement Agreement**”)<sup>1</sup> by and between the Debtor and Sherwood Partners, Inc. (“**Sherwood**”), *nunc pro tunc* to the commencement of this case. Pursuant to the Engagement Agreement, Andrew De Camara will serve as the Chief Restructuring Officer (“**CRO**”) of the Debtor, and additional individuals (the “**Additional Personnel**”) will provide other services to the Debtor in support of the CRO. In support of this Motion, the Debtor submits the declaration of Andrew De Camara (the “**De Camara Declaration**”) annexed hereto as **Exhibit B**, and further represents as follows:

**Jurisdiction and Venue**

1. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “**Court**”) under 28 U.S.C. § 157 pursuant to the *Amended*

<sup>1</sup> A true and correct copy of the Engagement Agreement is attached hereto as **Exhibit A**.



*Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtor confirms its consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief sought herein are sections 105(a) and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”).

#### **Background**

4. On June 19, 2024 (the “**Petition Date**”), the Debtor commenced this case (the “**Case**”) by filing a voluntary petition for relief under subchapter V of chapter 11 of the Bankruptcy Code. The Debtor is authorized to continue to operate its business and manage its properties as debtor in possession under section 1182(2) of the Bankruptcy Code.

5. Information regarding the Debtor’s business and capital structure, and the circumstances leading to this Case, is set forth in the *Declaration of James Harvey in Support of Chapter 11 Petition and First Day Relief* [Docket No. 9] (the “**First Day Declaration**”),<sup>2</sup> which is incorporated herein by reference.

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Day Declaration.

**Relief Requested**

5. By this Motion, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtor requests the entry of an order, substantially in the form attached hereto as **Exhibit C** (the “**Proposed Order**”), authorizing the Debtor to: (i) retain and employ Sherwood to provide the Debtor with a CRO and Additional Personnel; and (ii) designate Andrew De Camara as CRO, *nunc pro tunc* to the Petition Date.

6. Based on the complexities associated with administering chapter 11 cases, the Debtor has determined that it requires the assistance of a CRO with the support of Additional Personnel possessing specialized experience in bankruptcy and financial advisory services. Accordingly, the Debtor seeks to retain Mr. De Camara as CRO and Additional Personnel from Sherwood because, among other things, the Debtor understands Mr. De Camara and Sherwood have a wealth of experience in providing financial consulting services in distressed scenarios and enjoy an excellent reputation for services rendered in large and complex chapter 11 cases on behalf of debtors and creditors.

7. The Debtor has determined that the retention of Mr. De Camara as CRO with the support of Additional Personnel from Sherwood is necessary, appropriate, and in the best interests of the Debtor’s estate due to Mr. De Camara’s and Sherwood’s expertise and qualifications in performing the analyses required in this particular Case and for the reasons enumerated herein. In selecting Mr. De Camara as CRO with the support of Additional Personnel from Sherwood, the Debtor sought an advisor with experience in providing similar services in complex chapter 11 cases.

**Sherwood's Qualifications**

8. Sherwood has significant qualifications and experience in providing the services contemplated herein. Sherwood's practice consists of senior financial, management consulting, and other professionals who specialize in providing financial, business, and strategic assistance, typically in distressed business settings. Sherwood serves troubled companies, debtors, and secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements similar to the Debtor in the State of Delaware and elsewhere. Sherwood's professionals have experience working on cases with similar fact scenarios in which they were presented with issues and performed analyses similar to the work at hand in this Case. Mr. De Camara has over 25 years of experience in strategic planning and financial planning including corporate restructurings, mergers and acquisitions, and financial forecasting. Prior to joining Sherwood in 2001, Mr. De Camara was Vice President of a B2B exchange for an Internet start-up and had previously worked at a major Hollywood studio. Mr. De Camara has assisted in fundraising activities for various privately held companies and has arranged for new senior secured and mezzanine financings.

9. While at Sherwood, Mr. De Camara has successfully restructured companies through out-of-court restructurings as well as through chapter 11 reorganizations. Mr. De Camara has successfully restructured hundreds of millions of dollars of debt in a way that provides improved returns for creditors while allowing a company to continue operations. In addition, Mr. De Camara has served as a receiver in both state and federal courts and has helped maximize the value of assets through assignments for the benefit of creditors under various state laws. Mr. De Camara holds an M.B.A. from the University of Southern California. He earned a Bachelor of Arts degree from Georgetown University.

10. The Debtor seeks to employ Sherwood to provide Senior Managing Director Andrew De Camara as the Debtor's Chief Restructuring Officer postpetition. The Debtor will also seek to employ Pachulski Stang Ziehl & Jones LLP ("PSZ&J") as its bankruptcy counsel.

11. Mr. De Camara and Sherwood have worked closely with the Debtor's management and other professionals since Sherwood was retained, and they have become well-acquainted with the Debtor's operations, debt structure, creditors, business, and related matters. Consequently, the Debtor believes that Mr. De Camara and certain other Sherwood employees have developed significant relevant experience and expertise regarding the Debtor and the circumstances of this Case, and the Debtor believes that they have the skills, qualifications, and expertise necessary to continue to assist the Debtor in an efficient and cost-effective manner.

12. Based on their collective experience, knowledge, and familiarity with the Debtor's operations and financial condition, Mr. De Camara is well-qualified to serve as the Debtor's CRO, and the Additional Personnel of Sherwood, who have already been assisting the Debtor with its bankruptcy efforts, are also experienced in providing services that are important to the Debtor during this Case, and they also should be allowed to continue to assist the Debtor.

#### **Scope of Services**

13. Subject to approval by the Court, the Debtor proposes to retain Sherwood to provide Mr. De Camara as CRO and to provide the Additional Personnel on the terms and conditions set forth in the Engagement Agreement, except as otherwise explicitly set forth herein or in any order granting this Motion.

14. Mr. De Camara will have the powers and responsibilities necessary to perform his duties as CRO and such other duties as are set forth in the Engagement Agreement, including serving as an officer of the Debtor, with full power to call meetings and to establish

agendas for such meetings. Among other things, Mr. De Camara and the Additional Personnel will provide the following interim management and advisory assistance to the Debtor:<sup>3</sup>

- a. Provide advice with respect to the Company's initiation of this Case;
- b. Assist in the operation of the Company in the Case;
- c. Communicate with employees, vendors, and other key stakeholders;
- d. Assist in the preparation of the Debtor's schedules and Statement of Financial Affairs;
- e. Prepare cash flow projections including Debtor-in-Possession budgets and declarations required for filing;
- f. Assist the Company with Monthly Operating Reports and other bankruptcy requirements;
- g. Assist in the formulation of a plan of reorganization; and
- h. Such other services as are mutually agreed upon by the CRO, Sherwood, and the Company.

15. The Debtor submits that the foregoing services are necessary to enable the Debtor to maximize the value of its estate.

#### **Sherwood's Disinterestedness**

16. To the best of the Debtor's knowledge, information, and belief, other than as set forth in the De Camara Declaration, Sherwood: (i) has no connection with the Debtor, its creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee; (ii) does

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<sup>3</sup> The summaries of the Engagement Agreement contained in this Motion are provided for purposes of convenience only. Certain of the work streams provided in the Engagement Agreement were completed prior to the Petition Date or are superseded by the filing of the Case. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Agreement, the terms of the Engagement Agreement shall control unless otherwise set forth herein. Capitalized terms used in such summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Agreement.

not hold any interest adverse to the Debtor's estate; and (iii) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

17. In addition, as set forth in the De Camara Declaration, if any new material facts or relationships are discovered or arise, Sherwood will provide the Court with a supplemental declaration.

### **Terms of Retention**

18. In accordance with the terms of the Engagement Agreement, Sherwood will be paid by the Debtor for the services of the Additional Personnel at a fixed hourly rate of between \$450 per hour and \$675 per hour, with the exception of the CRO. The Debtor shall compensate Sherwood at the rate of \$25,000 per month for services of the CRO, with such amount to be prorated if services do not occur for a fully monthly period in any applicable month.

19. In addition, as set forth in the Engagement Agreement, the Debtor will reimburse Sherwood for its reasonable and documented out-of-pocket expenses incurred in connection with the services to be provided under the Engagement Agreement. Out-of-pocket expenses shall include, but not be limited to, all reasonable travel expenses, lodging and meals, pre-approved computer and research charges, and reasonable attorney fees.

20. To the best of the Debtor's knowledge, the compensation arrangement reflected in the Engagement Agreement is consistent with, and typical of, arrangements entered into by Sherwood and other restructuring and consulting firms with respect to rendering similar services for clients such as the Debtor.

### **Indemnification**

21. As a material part of the consideration for which the Additional Personnel have agreed to provide the services described herein, pursuant to the Engagement Agreement, the

Debtor has agreed to indemnify and hold harmless Sherwood, its affiliates, and their respective partners, directors, officers, employees, and agents (collectively, the “**Indemnified Parties**”) under certain circumstances.<sup>4</sup> Sherwood has agreed that such indemnification shall apply only to those persons serving as executive officers on the same terms as provided to the Debtor’s other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtor’s D&O policy. Except as set forth herein, there shall be no indemnification of Sherwood or its affiliates.

22. The Debtor believes that the indemnity provisions applicable only to those persons serving as executive officers are a reasonable term and condition of Sherwood’s engagement and were, along with all terms of the Engagement Agreement, negotiated by the Debtor and Sherwood at arm’s length and in good faith. Sherwood and the Debtor believe that the indemnification provisions are comparable to those indemnification provisions generally obtained by crisis management firms of similar stature to Sherwood and for comparable engagements, both in and out of court. The Debtor respectfully submits that the indemnification provisions contained in the Engagement Agreement, viewed in conjunction with the other terms of Sherwood’s proposed retention, are reasonable and in the best interests of the Debtor, its estate, and its creditors in light of the fact that the Debtor requires Sherwood’s services for a successful chapter 11 case.

### **Fees and Reporting**

23. If the Court approves the relief requested herein, as stated above, Sherwood will be retained to provide the Debtor with the Additional Personnel and Mr. De Camara will be

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<sup>4</sup> The indemnification provision generally provides that the Debtor will indemnify and hold harmless Sherwood and the other Indemnified Parties from and against all claims, liabilities, losses, expenses, and damages arising out of or in connection with the engagement of Sherwood that is the subject of the Engagement Agreement, except to the extent finally determined by a court of competent jurisdiction to have resulted from an Indemnified Party’s own willful misconduct, gross negligence, or fraudulent behavior. The Debtor shall pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel.



designated as the Debtor's CRO pursuant to section 363 of the Bankruptcy Code. Because Sherwood is not being employed as a professional under section 327 of the Bankruptcy Code, Sherwood will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, Sherwood will file with the Court, with copies to the U.S. Trustee, counsel to the Debtor's prepetition and postpetition secured lenders, and counsel to any statutory committee (collectively, the "**Notice Parties**") a report of staffing on the engagement for the previous month (the "**Staffing Report**"). Such report shall include the names and functions fulfilled by the individuals assigned, a summary chart that describes the compensation earned by each executive officer and staff employee, and itemizes the expenses incurred for the relevant period. Time records shall: (i) be appended to the Staffing Report; and (ii) contain time entries in one-tenth of an hour (0.1) increments on a daily basis and the corresponding charges (time multiplied by hourly rate), categorized by task performed. The Notice Parties shall have 21 days after the date each Staffing Report is served on the Notice Parties to object to such Staffing Report. In the event an objection is raised and not consensually resolved between the Debtor and the objecting party, all staffing and compensation shall be subject to review by the Court. Upon receipt of any objection, the Debtor shall deduct an amount equal to the amount objected to from the next payment to Sherwood until such objection is resolved, either consensually or by Court order.

24. In the ninety days prior to the Petition Date, Sherwood received a pre-petition retainer in the amount of \$75,000, which will be offset against Sherwood's (including the CRO's) pre-petition services at applicable hourly rates. As of the Petition Date, Sherwood is holding a retainer for post-petition services in the amount of \$24,521.50.

25. Given the numerous issues that the Additional Personnel may be required to address in the performance of their services, Sherwood's commitment to the variable level of

time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtor submits that the fee arrangements set forth in the Engagement Agreement are reasonable.

**No Duplication of Services**

26. The Debtor and Sherwood intend that all of the services that Sherwood will provide to the Debtor will be appropriately directed by the Debtor and Mr. De Camara so as to avoid duplication of efforts among the other professionals retained in this Case and will be performed in accordance with applicable standards of the profession. Sherwood will work collaboratively with the Debtor and other professionals to avoid duplication of services among professionals. The Debtor believes that the services to be provided by Sherwood will complement and will not be duplicative of any services of the Debtor's other professionals.

**Basis for Relief**

27. The Debtor seeks approval of the employment of Sherwood pursuant to section 363 of the Bankruptcy Code, *nunc pro tunc* to the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

28. Under applicable case law in this and other circuits, if a debtor's proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable business judgment on the part of the debtor, such use should be approved. *See, e.g., Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we

adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.”).

29. The retention of Sherwood and its professionals is a sound exercise of the Debtor’s business judgment. Mr. De Camara has extensive experience as a senior officer, as a fiduciary, and as an advisor for many troubled companies. The Debtor believes that Sherwood will provide services that benefit the Debtor’s estate and creditors. In light of the foregoing, the Debtor believes that the retention of Sherwood is appropriate and in the best interests of the Debtor and its estate and creditors.

30. The indemnification provisions are reasonable under the circumstances and reflect market conditions, and accordingly such provisions should be approved under section 328 of the Bankruptcy Code. *See, e.g., In re United Artists Theatre Co. v. Walton*, 315 F.3d 217, 234–35 (3rd Cir. 2003) (approving indemnification provisions for an investment banker and financial advisor where the indemnity clause, including a carveout for gross negligence, was “reasonable” and thus permissible under the Bankruptcy Code).

31. Courts in this jurisdiction have approved similar provisions to the provisions sought to be approved in this Case. *See, e.g., In re Am. Physician Partners, LLC*, No. 23-11469 (BLS) (Bankr. D. Del. Oct. 16, 2023); *In re Amyris, Inc.*, No. 23-11131 (TMH) (Bankr. D. Del. Sept. 14, 2023); *In re Peer Street, Inc.*, No. 23-10815 (LSS) (Bankr. D. Del. July 27, 2023); *In re Boxed, Inc.*, No. 23-10397 (BLS) (Bankr. D. Del. July 11, 2023); *In re Nova Wildcat Shur-*

*Line Holdings, Inc.*, No. 23-10114 (CTG) (Bankr. D. Del. Mar. 9, 2023); *In re Big Village Holding LLC*, No. 23-10174 (CTG) (Bankr. D. Del. Mar. 6, 2023); *In re Taronis Fuels, Inc.*, No. 22-11121 (BLS) (Bankr. D. Del. Dec. 14, 2022).

32. Based upon the foregoing, the Debtor submits that the retention of Sherwood, the designation of Andrew De Camara as CRO, and the provision of the Additional Personnel, on the terms set forth herein and in the Engagement Agreement, is essential, appropriate, and in the best interest of the Debtor's estate, creditors, and other parties in interest and should be granted in this Case.

#### **Notice**

33. The Debtor will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 20 largest unsecured claims against the Debtor; (c) counsel to the DIP Lender; (d) counsel to the Prepetition Lender; (e) the United States Attorney's Office for the District of Delaware; and (f) any party that requests service under Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

#### **No Prior Request**

34. No prior request for the relief sought in this Motion has been made to this Court or any other court.

WHEREFORE, the Debtor respectfully requests the entry of the Proposed Order granting the relief requested herein and any other relief that the Court deems just and proper.

Dated: June 28, 2024

QLESS, INC.

*/s/ James Harvey*

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By: James Harvey, Chief Executive Officer

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

In re:

QLESS, INC.,

Debtor.<sup>1</sup>

Chapter 11, Subchapter V

Case No. 24-11395 (BLS)

Hearing Date: July 19, 2024 @ 10:30 A.M. (ET)

Objection Deadline: July 12, 2024 @ 4:00 PM (ET)

**NOTICE OF HEARING ON DEBTOR'S MOTION TO RETAIN  
SHERWOOD PARTNERS, INC. TO (I) PROVIDE THE DEBTOR A CHIEF  
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL AND  
(II) DESIGNATE ANDREW DE CAMARA AS CHIEF RESTRUCTURING  
OFFICER FOR THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE**

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**PLEASE TAKE NOTICE** that on June 28, 2024 the above-captioned debtor and debtor in possession (the “**Debtor**”) filed the attached *Debtor’s Motion to Retain Sherwood Partners, Inc. to (I) Provide the Debtor a Chief Restructuring Officer and Certain Additional Personnel and (II) Designate Andrew De Camara as Chief Restructuring Officer for the Debtor Nunc Pro Tunc to the Petition Date* (the “**Motion**”).

**PLEASE TAKE FURTHER NOTICE** that a hearing to consider the Motion has been scheduled for **July 19, 2024 at 10:30 a.m. (ET)** before the Honorable Brendan L. Shannon at the United States Bankruptcy Court for the District of Delaware (the “**Court**”), located at 824 North Market Street, 6<sup>th</sup> Floor, Courtroom #1, Wilmington, Delaware 19801.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the entry of the order with respect to the relief sought, in the Motion must be filed with the Court on or before **July 12, 2024 at 4:00 p.m. (ET)**.

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<sup>1</sup> The Debtor’s principal place of business and service address is 21 Miller Alley, Suite 210, Pasadena CA 91105.

**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

**PLEASE TAKE FURTHER NOTICE** that a copy of the Motion can be obtained for a fee through the Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov), referencing Case No. 24-11395 (BLS), or may be obtained for free by accessing the Debtor's restructuring website at <http://www.veritaglobal.net/QLess>.

Dated: June 28, 2024

**PACHULSKI STANG ZIEHL & JONES LLP**

/s/James E. O'Neill

James E. O'Neill (DE Bar No. 4042)  
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*Proposed Counsel to the Debtor and Debtor in Possession*

**EXHIBIT A**

**Engagement Agreement**





June 17, 2024

Mr. James Harvey  
Chief Executive Officer  
QLess, Inc.  
21 Miller Alley  
Suite 210  
Pasadena, CA 91105

Re: Engagement Letter Agreement

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Dear Mr. Harvey:

This letter agreement (the "Agreement") is entered into on June \_\_, 2024, by and between Sherwood Partners, Inc. ("Sherwood") and QLess, Inc. ("Client" or "Company") in regards to the engagement of Andrew De Camara of Sherwood as Chief Restructuring Officer ("CRO"). The CRO's engagement team will include professional staff from Sherwood (the "Additional Personnel"). This letter sets forth the consulting and advisory services to be rendered by CRO and Sherwood to the Client hereunder and supersedes any previous agreements or arrangements related to the engagement of Sherwood by the Company. This Agreement is made on the following terms and conditions for valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. **ENGAGEMENT**. CRO and Sherwood's authority and duties shall include the following:

**Advisory Services**: CRO and Sherwood shall make themselves available to consult with, and advise Client on certain matters of importance concerning the business affairs of Client (the "Engagement"), as requested by Client, in accordance with this Agreement. Specifically, CRO and Sherwood will provide advisory services as detailed below:

- Provide advice with respect to the Company's initiation of a formal federal insolvency proceeding under the bankruptcy code (the "Bankruptcy Case");
- Assist in the operation of the Company in the Bankruptcy Case;
- Communicate with employees, vendors and other key stakeholders.
- Assist in the preparation of Schedules and Statement of Financial Affairs;
- Prepare cash flow projections including Debtor-in-Possession budgets and declarations required for filing; and
- Assist Company with Monthly Operating Reports and other bankruptcy requirements
- Assist in the formulation of a plan of reorganization; and
- Such other services as mutually agreed upon by CRO, Sherwood and Company.

The CRO will report directly to James Harvey as an officer of the Company and will oversee the Bankruptcy Case and Sherwood Additional Personnel resources as directed by Mr. Harvey and in concert with other advisors.

The Company agrees that (i) Mr. De Camara will provide services as CRO as required, and (ii) the CRO may retain as consultants on behalf of the Company other members or employees of Sherwood. The Company agrees that the CRO will continue as an employee of Sherwood and may continue to provide

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his services to other companies during the term of this Engagement. The Company acknowledges that since the CRO is an employee of Sherwood, Sherwood must release the CRO from his full-time obligations to Sherwood in order for the CRO to perform services hereunder, and therefore to compensate Sherwood for the loss of full-time access to the CRO or any Additional Personnel providing services hereunder, all payments for the time charges of the CRO or Additional Personnel providing Services hereunder to Company shall be made to Sherwood. The CRO and Additional Personnel who provide services to the Company under this Engagement will not be deemed to be employees of the Company.

2. **NO RESULT GUARANTEED.** While the goal of the Engagement is to provide useful advice that may facilitate solutions to certain of Client's perceived problems, there can be no assurance of the success of such solutions or any solutions to such perceived or other problems of Client, and neither CRO nor Sherwood guarantee any particular result from their services. In particular, while one or more of Client's material creditors may find it useful for CRO and Sherwood to evaluate and comment on certain problems or solutions, there is no assurance that any such creditor will be satisfied or will provide Client with any relief or will refrain from enforcing any rights or remedies. In particular, there is a risk that CRO or Sherwood may discover that perceived problems are more serious or less easily solved than hoped by Client or its creditors or that creditors may react to that revealed situation by denying relief or by exercising rights and remedies or may do so for other reasons, even if CRO or Sherwood confirm that the problems have viable solutions. Client acknowledges and agrees that neither CRO or Sherwood is directly or indirectly responsible or liable for or on account of any decision, act or omission of any creditor, including any creditor who may support or encourage the Engagement.

3. **OTHER SERVICES.** Unless otherwise hereafter agreed in writing by Sherwood, no other services or advice is required.

4. **LIMITATIONS.** Nothing herein requires or contemplates CRO or Sherwood providing any legal advice (since it does not practice law), any accounting or auditing services, any real estate brokerage services, or any other services requiring a license. Nothing herein requires CRO or Sherwood to perform at a level of expertise with reference to any industry standard since CRO and Sherwood's obligation is to perform services solely as an independent contractor only (and not as a fiduciary, partner, agent, or other relationship, each of which is disclaimed and excluded from this Agreement). Notwithstanding the foregoing, the CRO and Sherwood shall act in good faith and use commercially reasonable efforts of diligence and care under the circumstances by reference to the practical capabilities of CRO and Sherwood as they exist, without requiring additional staff or other changes in Sherwood or its business practices or capabilities. To the extent that CRO or Sherwood provide any advice or opinions, CRO and Sherwood do so based upon the understanding that Client will consider the same as general business suggestions that are subject to Client checking with Client's counsel for any legal problems or concerns, with Client's accountant or audit or as to such accounting or audit concerns, and with other experts as appropriate. Notwithstanding any other provision of this Agreement to the contrary, Client, on behalf of itself and its affiliates, represents, warrants and agrees that, if Client or any of its affiliates advises CRO or Sherwood of any fact or situation, whether directly or through any of its employees, officers, directors, members, partners, managers, attorneys, accountants or other agents, CRO and Sherwood may conclusively rely on such communication, as well as the Client's documents, books and records unless the Client specifically warns CRO or Sherwood that particular documents or information is inaccurate, incomplete or unreliable in some specified respect. While CRO and Sherwood might be able in time to discover errors on their own, Client directs Sherwood not to be so distracted but to prioritize its Engagement services. In addition, Client further represents, warrants and agrees that CRO and Sherwood need not concern itself with Client's affiliates, except when and to the extent Client and CRO and Sherwood include that in the Engagement, since Client separately from CRO and Sherwood shall make such adjustments and supplements to its dealings with its affiliates as Client and its counsel warrant will comply with all legal duties to such affiliates. CRO and Sherwood may then advise what Client may do in the Engagement, assuming that Client so complies with any obligations to its affiliates and their respective equity holders and creditors.

5. **TERM.** CRO and Sherwood's retention by Client is effective June \_\_, 2024 and shall continue until the Engagement is concluded or terminated in accordance with Paragraph 12.
6. **FEES.** As consideration for the services to be provided by CRO and Sherwood:
- A. The Company shall compensate Sherwood at the rate \$25,000 per month for services of the CRO, with such amount to be prorated if services do not occur for a fully monthly period in any applicable month. Additional Personnel will be billed at an hourly rate at Sherwood's then hourly rate between \$450 per hour and \$675 per hour. Sherwood and the CRO will submit their invoices as per applicable bankruptcy court rules. Sherwood has received a pre-petition retainer in the amount of \$75,000 which will be offset against Sherwood's (including the CRO's) pre-petition services at applicable hourly rates.
7. **NON-SOLICITATION.** Sherwood incurs considerable effort and expense in recruiting and training its professional staff (the "Sherwood Staff"). Therefore, the Client agrees that neither it, nor any of its affiliates, nor any of their respective officers, directors, employees, members, partners, managers or agents shall, directly or indirectly extend an offer of employment or solicit any of the Sherwood Staff during the Term and for a 24-month period after the Term. For such purposes such terms "offer" or "solicit" are used in their broadest and most comprehensive sense and include any form of encouragement. If the Client, any of its affiliates or any of their respective officers, directors, employees, members, partners, managers or agents hire any of Sherwood's Staff under any circumstances whatsoever and regardless of who first approaches whom or how that is arranged, Client agrees to compensate Sherwood the sum of \$50,000 for each member hired from the Sherwood Staff. This payment to Sherwood is not a penalty, but rather is an amount of liquidated damages which Client acknowledges to be reasonably equivalent to both the cost to Sherwood of replacing each of such persons and the cost saved by the Client (or such other hirer) in recruiting and training a comparable person.
8. **EXPENSES.** Sherwood shall also be reimbursed on demand for all reasonable out-of-pocket expenses, including but not limited to, travel, copying costs, and any other costs incurred by Sherwood in the course of activities or actions required or permitted by this Agreement. The intent of the Agreement is that the compensation payable to Sherwood under Section 6 is in addition to Client paying Sherwood to acquire whatever Sherwood or the CRO reasonably require to perform the Engagement that is not provided timely by the Client. Client acknowledges that Sherwood and CRO will need to arrange at Client's expense to cover all travel, meals and lodging for the Sherwood team and CRO required to perform the contemplated services. Sherwood shall be reimbursed by Client immediately upon receipt of Sherwood's statement or, if requested by Sherwood, will pay expenses directly. Under any circumstances where Sherwood determines that such retainer is prudent in accordance with what Sherwood considers the better industry practices for financial advisors seeking to assure that they remain "disinterested" within the meaning of 11 U.S.C. § 101, Client shall give Sherwood any reasonable, renewable retainer that Sherwood may request to enable Sherwood to pay itself each installment of its fees and expenses from the retainer, which retainer is then replenished by the Client in an amount sufficient to cover the next installment of fees and expenses, so that Sherwood is never a creditor of the Client, but rather is being paid concurrently with its billing.
9. **INFORMATION.** Client agrees to supply, in a timely manner, Sherwood and CRO with such information, including documents, books and records in written and/or electronic format, as Sherwood and CRO request in order for Sherwood and CRO to perform their responsibilities with respect to this Agreement (the "Materials"), as well as access to all relevant computer records and Client email systems and to knowledgeable officers, employees, managers, directors, members, partners, affiliates, agents, and other relevant parties in interest and professionals as Sherwood and CRO may find useful to understand or evaluate the Materials and otherwise perform the contemplated or permitted activities or services in the Engagement. Sherwood and the CRO shall treat the Materials as confidential and obtain the Client's authority before disclosing information about Client or Materials to third parties. Because

Client acknowledges that Sherwood and CRO are not engaged (i) to perform any audits of Client or (ii) to develop opinions at a level which would enable Sherwood or CRO to make any representations or warranties about Client to any third party or (iii) otherwise to incur any risk of liability to any third party in the performance of Sherwood or CRO's Engagement.

10. **INDEMNIFICATION; NO OFFSET.** In consideration for Sherwood and CRO's acceptance of the Engagement, Client agrees to the defense, indemnification and other obligations set forth on Schedule I attached hereto, which schedule is an integral part hereof and incorporated herein. No amount required to be paid by any provision of this Agreement shall be excused or reduced by or on account of any alleged right of offset or recoupment by Client or based upon any other claims asserted by the payor party obligated to make such payment, and the parties waive any such right of setoff or recoupment, so that the parties shall be paid in accordance with this Agreement without delay for resolution of disputed claims providing an alleged basis for such right of setoff or recoupment.

11. **GOVERNING LAW; FORUM; ARBITRATION; JURY TRIAL WAIVER.** This Agreement and all matters hereto shall be interpreted, governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed entirely in such state without reference to conflicts of law, principles or principles of comity, except to the extent that the Bankruptcy Code applies. Any controversies, claims or disputes relating to this Agreement or arising in connection with or under this Agreement or any acts, omissions or relationships contemplated or taken, occurring, or arising pursuant to or as provided in this Agreement or otherwise from or in connection with the Engagement or any acts or omissions if any party or person in the cause thereof, whether relating to or arising in breach of contract, tort, equity or other claim or dispute of any kind under any theory, shall be heard and resolved by arbitration held in the English language under the auspices and common commercial arbitration rules of the American Arbitration Association ("AAA") and the U.S. Arbitration Act, provided, however, that if the Client is a debtor in a Bankruptcy Case at the time such dispute arises the Bankruptcy Court shall have jurisdiction over such dispute. Such disputes and arbitrations may include not only the parties but also their affiliates and their respective employees, officers, directors, members, partners, managers and agents, such that, for example, if one party or its affiliates complains about not only the other party but also some of that other party's affiliates or any of their respective employees, officers, directors, members, partners, managers or agents, then such complaining party shall be obligated to arbitrate as to any and all such alleged defendants in such complaint, and under no circumstances shall one party's disputes with any third party enable such party to avoid arbitration pursuant to this Agreement. Without limiting the generality of the foregoing, any dispute or claim relating to the formation of this Agreement, including without limitation regarding any representations, communications, inducements or alleged duress or coercion by any creditor or other person (including on behalf of Sherwood), the interpretation, meaning or effect of this Agreement, any party's rights, remedies or obligations in connection with or the performance or nonperformance of this Agreement or any aspect of the Engagement, or any related acts or omissions of either party or any of its affiliates or agents or any of their respective employees, officers, directors, members, partners, managers or agents or of any creditor of Client or other third party, in the context of the relationship or circumstances arising from or in connection with this Agreement, whether or not required, contemplated or permitted by this Agreement or the Engagement, all are within the scope of such disputes for arbitration, which scope the parties intend to be broadly construed to cover all aspects of the Engagement and whatever may occur or arise in connection with the interactions or relationships resulting from the Engagement or Agreement. Venue of all arbitration shall be in Los Angeles County, California. Arbitration shall be held before one (1) arbitrator (a) selected by mutual agreement of the parties reached fifteen (15) days after the AAA has sent confirmation of notice of filing of the demand for arbitration, or, (b) if no mutual agreement can be reached within that time, appointed by the AAA. Such arbitrator selected by the AAA shall be an attorney at law who is experienced at arbitration and (i) who has practiced law for at least ten (10) years in general corporate or commercial matters, including bankruptcy or restructuring services; (ii) who has been ranked for excellence currently in such practice in the highest applicable category by Martindale Hubbel, and one or more nationally recognized peer review organizations, such as, for example, the Best Lawyers in America, the American College of Bankruptcy or the Chambers guide; and (iii) who has had substantial

practice experience in the interaction between companies in financial distress and financial advisors engaged to assist them in working through such challenges. If and to the extent there is available a special AAA panel of experts for such purpose, such as the AAA panel created in conjunction with the American College of Commercial Finance Lawyers, the AAA shall select from such a panel such an arbitrator with such qualifications. If and to the extent such arbitration cannot for any reason occur on that basis, as evidenced by AAA's failure to name such an arbitrator within one hundred twenty (120) days from the time when AAA's right to name the arbitrator commences, as such period is extended by any litigation delays obstructing such appointment, then such arbitration shall occur before a former judge arbitrator selected from ("JAMs") pursuant to the JAMs rules and procedures, and to the extent possible thereunder by an arbitrator familiar with such commercial disputes.

To the extent such limitations are permitted by applicable law as determined by such arbitrator, the arbitrator shall not be empowered to award punitive damages or damages in excess of actual damages as calculated under applicable law as determined by the arbitrator. Any award of arbitration shall be in United States Dollars if monetary in nature, shall be final and legally binding, may be entered into judgment in any court of competent jurisdiction, and may be enforced in any jurisdiction in which the party against whom enforcement is sought maintains assets or has assets available for execution, attachment or levy. The arbitrator shall apply and follow applicable law with respect to the disputes, except that the arbitration procedures shall be followed in lieu of the civil litigation procedures applicable to the court litigation process. Affiliates or other related parties, including third party beneficiaries of this Agreement, seeking to enforce arbitration may join such third parties, but no defendant party (or cross-defendant party) shall evade its arbitration obligation, including, by attempting to join in litigation commenced by such party affiliates based on similar allegations. Except as required by applicable law, all arbitration and related proceedings and any evidence submitted therein (and particularly, but without limitation, any trade secrets, intellectual property and other information in which either of the parties has an expectation of privacy) shall be kept confidential.

IF AND TO THE EXTENT THAT ANY SUCH DISPUTE OR CLAIM REFERENCED HEREIN AS SUBJECT TO ARBITRATION IS FOR ANY REASON NOT ARBITRATED, THE PARTIES AGREE THAT SUCH DISPUTE WILL BE DECIDED BY A JUDGE ACTING WITHOUT A JURY, AMONG OTHER THINGS, IN ORDER TO EXPEDITE THE PROCESS AND REDUCE THE COSTS AND BURDENS, SINCE THE PARTIES ACKNOWLEDGE THAT JURY TRIALS ARE SUBSTANTIALLY SLOWER AND MORE EXPENSIVE AND BURDENSOME THAN JUDGE TRIALS. TO SUCH EXTENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW THE PARTIES WAIVE ANY RIGHT OF ANY KIND TO HAVE ANY OR ALL SUCH DISPUTES TRIED BY A JURY, WHETHER UNDER THE LAWS OR CONSTITUTIONS OF ANY STATE OR OF THE UNITED STATES OR OTHERWISE. ALSO THE PARTIES WAIVE ANY RIGHT TO AVOID ARBITRATION ON ACCOUNT OF ANY OTHER LITIGATION THAT MAY BE COMMENCED BY OR PENDING INVOLVING ANY PARTY'S AFFILIATES OR OTHER THIRD PARTIES, REGARDLESS OF THE SIMILARITY OF THE ALLEGED FACTS OR CLAIMS. EACH PARTY MAKES SUCH WAIVERS ON BEHALF OF NOT ONLY ITSELF, BUT ALSO ITS SUBSIDIARIES AND AFFILIATES AND ALL OF THEIR RESPECTIVE EMPLOYEES, MANAGERS, OFFICERS, DIRECTORS, MEMBERS, PARTNERS AND AGENTS.

12. **TERMINATION.** Upon five (5) days written notice either party may terminate this Agreement, except as to provisions expressly stated herein to survive termination and without prejudice to rights that have accrued as of such termination, including any rights to payment that have accrued at that time, whether absolute, contingent or inchoate, liquidated or unliquidated and however and whenever arising or asserted. Upon any termination or expiration of this Agreement, Sherwood shall be entitled to prompt payment of all fees and other amounts accrued as a result of this Engagement, including those asserted after termination on account of events or matters occurring before termination, and all out-of-pocket expenses described in Paragraph 8. Paragraphs 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of this Agreement and the indemnity and other provisions contained in Schedule I and the obligation to pay any fees and other amounts earned but unpaid described in Paragraph 6 or other provisions of this

Agreement shall remain operative and in full force and effect regardless of any termination or expiration of this Agreement.

**13. CONFLICTS; NO REFERRAL EXPOSURE.** Client acknowledges that Sherwood or CRO and its affiliates may have and may continue to have consulting and/or other relationships with parties other than Client, including affiliates, creditors or equity holders of Client, pursuant to which Sherwood or CRO may have or acquire information of interest to Client. Sherwood and CRO shall have no obligation to disclose such information to Client or to use such information in connection with this Engagement, and Client hereby waives any alleged conflict of interest relating to any of the other dealings or relationships between (i) Sherwood and CRO or any of its affiliates or any of their respective shareholders, members, partners, employees, officers, directors or agents, and (ii) any creditor, equity holder of Client or any of its affiliates or other third party. Client acknowledges that part of its reason for selecting Sherwood and CRO is that existing or future relationships, dealings or experiences with Sherwood and CRO may enable Client to deal more effectively with such creditors, equity holders or other third parties, although there is no representation, warranty, assurance or guarantee thereof by or for Sherwood or CRO. Client recognizes that Sherwood and CRO are being engaged hereunder to provide the services described above only to Client, and Sherwood and CRO are not directly or indirectly acting as an agent or fiduciary of, and shall have no duties or liability, whether express or implied, to, the current investors or affiliates of Client or any third party in connection with this Engagement hereunder, all of which are hereby expressly waived and disclaimed. No one other than Client is authorized to rely upon the Engagement of Sherwood or CRO hereunder or any communications, statements, advice, opinions or conduct of Sherwood or CRO, and Client is not authorized to communicate or represent to any third party any communications, opinions or work product of Sherwood or CRO without their prior written consent and under circumstances where Sherwood or CRO incurs no risk of liability to such third party or others on account thereof. If and to the extent that Client is referred to Sherwood or CRO by any investor, creditor or other third party dealing with Client, including those for which Sherwood has provided or may be providing services or otherwise be dealing in unrelated matters, and, in any event, otherwise, Client shall not use such referral or such relationship of Sherwood or CRO (or any of its affiliates or any of their respective employees, officers, directors, members, partners, managers or agents) as a basis for asserting any liability against Sherwood or CRO (or any of its affiliates or any of their respective employees, officers, directors, members, partners, managers or agents), whether or not Client has or develops any claims or disputes with such third party, and Client waives any conflict of interest or other claim that might otherwise be alleged on the basis of such relationships of Sherwood or CRO (or any of its affiliates or any of their respective employees, officers, directors, members, partners, managers or agents) with such third party. When a creditor, investor or other third party with a relationship with Sherwood or CRO (or any of its affiliates or any of their respective employees, officers, directors, members, partners, managers or agents) recommends the Client's engagement of Sherwood or CRO, Client acknowledges and agrees that no conflict arises on account thereof, and that Client welcomes such relationships because that benefits Client by association with a known advisor, such as Sherwood and CRO. Notwithstanding anything contained in this paragraph, neither Sherwood or the CRO shall represent any third party in connection with any disputes between the Client and such third party and Sherwood and the CRO shall not be authorized to disclose any information about the Client or the Materials to such third party without the Client's written consent.

**14. MUTUAL REPRESENTATIONS AND WARRANTIES.** Both Client and Sherwood hereby each represent and warrant for itself that (a) such party to this Agreement has full and unrestricted authority and right to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Client or Sherwood, as the case may be, shall not violate any rights of, agreements with or obligations to any third parties; (c) this Agreement shall be and is a valid and binding obligation of such party which is legally enforceable in accordance with its express terms; and (d) Client or Sherwood, as the case may be, shall not circumvent or otherwise frustrate the expressed intent or expressed provisions of this Agreement. APART FROM THE FOREGOING, SHERWOOD AND CRO MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND SHERWOOD AND CRO DISCLAIM (AND CLIENT WAIVES) ANY IMPLIED WARRANTIES OF ANY

KIND, INCLUDING ANY WARRANTIES OF FITNESS OR MERCHANTABILITY OF ANY SERVICES OR ADVICE. CLIENT IS SOLELY AND EXCLUSIVELY DEALING WITH SHERWOOD AND CRO, AND CLIENT AGREES THAT IT SHALL HAVE NO RIGHTS OR CLAIMS AGAINST ANY AFFILIATES OF SHERWOOD OR ANY OFFICER, DIRECTOR, EMPLOYEE, MEMBER, PARTNER, OR AGENT OF SHERWOOD OR ANY OF ITS AFFILIATES, NONE OF WHOM CLIENT AGREES SHALL HAVE ANY OBLIGATIONS, DUTIES OR LIABILITIES TO CLIENT IN CONNECTION WITH THIS AGREEMENT OR THE ENGAGEMENT.

15. **NOTICES.** Any notice from one party to the other sent and received within the United States, shall be sent (a) via first class certified mail, return receipt requested or (b) via a nationally recognized overnight courier capable of verifying delivery, marked for next business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt, (ii) the date such mail is refused, (iii) the date such mail is returned, or (iv) three (3) days following deposit with the U.S. Postal Service. Notices sent or received outside the United States shall be sent via an internationally recognized overnight courier capable of verifying delivery, marked for second business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt or (ii) two (2) business days following deposit with such courier. Herein, "business day" means a day on which such courier is open for business within the jurisdiction to which notice is delivered. Notices shall be in writing, addressed to the person to be noticed at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be noticed, and all applicable courier or postage fees shall be prepaid by the noticing party.

**If to Sherwood:**

Michael A. Maily  
Sherwood Partners, Inc.  
3945 Freedom Circle  
Suite 560  
Santa Clara, CA 95054

**If to Client:**

Mr. James Harvey  
Chief Executive Officer  
QLess, Inc.  
21 Miller Alley  
Suite 210  
Pasadena, CA 91105

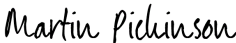
16. **COMPLETE AGREEMENT; SEVERABILITY; AMENDMENTS; ASSIGNMENT; CONSTRUCTION.** This Agreement embodies the entire agreement and understanding between the parties hereto and contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations, agreements or understandings between the parties except as provided herein, whether expressed or implied, direct or indirect. This Agreement supercedes any prior communications, agreements or understandings relating to the subject matter hereof, and this Agreement may not be amended or otherwise modified or waived in any way except by a writing duly executed by both parties. No oral or implied agreements, waivers, or obligations shall be allowed to alter or affect such written provisions of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party. There shall be no third party or other beneficiaries to this Agreement except as to the signing parties and, as to the indemnities herein, the indemnitees. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly in

favor or against either party hereto and shall be binding and inure to the benefit of Client, Sherwood, each Indemnified Person (as defined in Schedule I hereto) and their respective permitted successors and assigns. The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement and, where unenforceable or invalid provision would be enforceable or valid if requiring a lesser magnitude or degree of obligation or right, such provision shall be reduced to such extent needed to make such provision enforceable and valid. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

17. **FAX COUNTERPARTS.** This Agreement may be entered into by the parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts shall have been executed by each party and delivered to each other party. This Agreement may be delivered to such other parties via facsimile. Any party's faxed signature shall be deemed an original and binding signature as of the date set forth above. Please indicate your acceptance of the terms of this Agreement by signing below and returning same.

18. **ENFORCEMENT.** The prevailing party in any dispute in connection with this Agreement or the Engagement shall be entitled to recover its reasonable attorneys' fees and costs from the nonprevailing party.

Very truly yours,

DocuSigned by:  
  
3B5B4AF22A3F4F7...  
Martin Pichinson  
for Sherwood Partners, Inc.

APPROVED AND ACCEPTED:

DocuSigned by:  
  
39647694C1F5423...  
By:  
Its:

Date: 6/17/2024



### Schedule I

In connection with our engagement to advise and assist QLess, Inc. ("Client" or "Company" or "you") with the matters set forth in this Engagement, you and Sherwood are entering into this letter agreement. It is understood and agreed that in the event that Sherwood or any of our affiliates, or any of our or their respective directors, officers, members, employees, agents or controlling persons, if any (each of the foregoing being an "Indemnified Person"), become involved in any capacity in any action, claim, proceeding or investigation brought or threatened by or against any person, including your securityholders, related to, arising out of or in connection with our engagement, you will promptly reimburse each such Indemnified Person for its legal and other expenses (including the cost of any investigation and preparation) as and when they are incurred in connection therewith. You will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages, liabilities or expenses to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to, arising out of or in connection with our engagement, whether or not any pending or threatened action, claim, proceeding or investigation giving rise to such losses, claims, damages, liabilities or expenses is initiated or brought by you or on your behalf and whether or not in connection with any action, claim, proceeding or investigation in which you or any such Indemnified Person are a party, except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's bad faith, gross negligence or intentional misconduct. You also agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or your securityholders or creditors related to, arising out of or in connection with our engagement except to the extent that any loss, claim, damage or liability is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's bad faith, gross negligence or intentional misconduct. If multiple claims are brought against any Indemnified Person in an arbitration related to, arising out of or in connection with our engagement, and indemnification is permitted under applicable law with respect to at least one such claim, you agree that any arbitration award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for hereunder, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available.

If for any reason the foregoing indemnification is held unenforceable (other than due to a failure to meet the standard of care set forth above), then you shall contribute to the loss, claim, damage, liability or expense for which such indemnification is held unenforceable in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by you and your securityholders and creditors on the one hand and the Indemnified Persons on the other hand in the matters contemplated by our engagement as well as the relative fault of yourselves and such persons with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations. You agree that for the purposes hereof the relative benefits received, or sought to be received, by you and your securityholders and creditors and the Indemnified Persons shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid by or to you and your securityholders and creditors, as the case may be, pursuant to any transaction (whether or not consummated) for which we have been engaged to perform investment banking services bears to (ii) the fees paid or proposed to be paid to us in connection with such engagement; provided, however, that, to the extent permitted by applicable law, in no event shall we or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees

actually paid to us for the services provided under this agreement. Your reimbursement, indemnity and contribution obligations under this agreement shall be joint and several, shall be in addition to any liability which you may otherwise have, shall not be limited by any rights we or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of yourselves, ourselves, and any other Indemnified Persons.

You agree that, without our prior written consent (which will not be unreasonably withheld), you will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution could be sought hereunder (whether or not we or any other Indemnified Persons are an actual or potential party to such claim, action, proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Person from all liability arising out of such claim, action, proceeding or investigation. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby. This agreement and any claim related directly or indirectly to this agreement shall be governed and construed in accordance with the laws of the State of California (without giving regard to the conflicts of law provisions thereof). No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of California located in the County of Los Angeles, and each of us hereby submits to the jurisdiction of such courts. You hereby waive on behalf of yourself and your successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable. You (on your own behalf and, to the extent permitted by applicable law, on behalf of your securityholders and creditors) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to, arising out of or in connection with this agreement or our engagement. This agreement shall remain in effect indefinitely, notwithstanding any termination or expiration of our engagement.

**EXHIBIT B**

**De Camara Declaration**

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

In re:

QLESS, INC.,

Debtor.

Chapter 11, Subchapter V

Case No. 24-11395 (BLS)

**DECLARATION OF ANDREW DE CAMARA  
IN SUPPORT OF DEBTOR’S MOTION TO RETAIN  
SHERWOOD PARTNERS, INC. TO (I) PROVIDE THE DEBTOR A CHIEF  
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL  
AND (II) DESIGNATE ANDREW DE CAMARA AS CHIEF RESTRUCTURING  
OFFICER FOR THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE**

I, Andrew De Camara, under penalty of perjury, declare as follows:

1. I am the Chief Restructuring Officer of the above-captioned debtor and debtor in possession (“**QLess**” or the “**Debtor**”). I submit this declaration (the “**Declaration**”) in support of the *Debtor’s Motion to Retain Sherwood Partners, Inc. to (i) Provide the Debtor a Chief Restructuring Officer and Certain Additional Personnel and (ii) Designate Andrew De Camara as Chief Restructuring Officer for the Debtor nunc pro tunc to the Petition Date* (the “**Motion**”).<sup>1</sup> Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge, my review of the Debtor’s books and records, relevant documents and other information prepared or collected by the Debtor’s employees, or my opinion based on my experience with the Debtor’s operations and financial condition. In making my statements based on my review of the Debtor’s books and records, relevant documents, and other information prepared or collected by the Debtor’s employees, I have relied upon these employees accurately recording, preparing, or collecting such documentation and other information.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

2. I am a Senior Managing Director with Sherwood Partners, Inc. (“**Sherwood**”) since 2001. Sherwood is a professional services firm with an office located at 3945 Freedom Circle, Suite 560, Santa Clara, CA 95054.

3. Sherwood’s practice consists of senior financial, management consulting, and other professionals who specialize in providing financial, business, and strategic assistance, typically in distressed business settings. Sherwood serves troubled companies, debtors, and secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements similar to the Debtor in the State of Delaware and elsewhere. Sherwood’s professionals have experience working on cases with similar fact scenarios in which they were presented with issues and performed analyses similar to the work at hand in this Case.

4. I have 25 years of experience in strategic planning and financial planning including corporate restructurings, mergers and acquisitions, and financial forecasting. Prior to joining Sherwood in 2001, I was Vice-President of a B2B exchange for an Internet start-up and had previously worked at a major Hollywood studio. I have assisted in fundraising activities for various privately held companies and have arranged for new senior secured and mezzanine financings.

5. While at Sherwood, I have successfully restructured companies through out-of-court restructurings as well as through chapter 11 reorganizations. I have successfully restructured hundreds of millions of dollars of debt in a way that provides improved returns for creditors while allowing a company to continue operations. In addition, I have served as a receiver in both state and federal courts and have helped maximize the value of assets through assignments for the benefit of creditors under various state laws.

6. I have previously worked in business development and operational roles where I have managed global sales teams and have utilized forecasting tools that implement statistical modeling to produce optimal purchase and flow of materials through supply chains. I have been a frequent speaker on panels, including the American Bar Association in regards to federal receiverships and the Special Asset Management Association in regards to assignments for the benefit of creditors and consultancy services. I have published articles in various magazines including “Doomsday Signals for Directors” in Directors and Boards magazine. I hold an M.B.A. from the University of Southern California and earned a Bachelor of Arts degree from Georgetown University.

7. In connection with the engagement proposed in the Motion, Sherwood undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor. To the best of my knowledge, Sherwood does not hold or represent any interest materially adverse to the interest of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or an investment banker for any security of the Debtor, or for any other reason, and Sherwood is a “disinterested person” as that term is defined in Section 101(14) of the Bankruptcy Code. Also, to the best of my knowledge, other than as set forth below, Sherwood has no prior connection with the Debtor, any creditors of the Debtor or its estate, or any other party in interest in these cases, or their respective attorneys or accountants, the United States Trustee or any person employed by the United States Trustee. Given the size of Sherwood and the breadth of its client base, it is possible that Sherwood may now or in the future be retained by one or more individuals and entities that may be parties in interest in this case (“Potential Parties in Interest”) in unrelated matters. Sherwood will continue

to analyze any additional Potential Parties in Interest that become involved in these proceedings and will promptly supplement this disclosure to the Court for any engagements by additional Potential Parties in Interest.

8. Also, Sherwood may be engaged, or may have been engaged, by affiliates of Potential Parties in Interest, and Sherwood may have worked with, continue to work with, or have mutual clients with, certain accounting and law firms who are Potential Parties in Interest. Sherwood may also be engaged, or may have been engaged in the past, by committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that are Potential Parties in Interest.

9. I understand that the Debtor has retained Pachulski Stang Ziehl & Jones LLP (“PSZ&J”) as its bankruptcy counsel and will be filing an application to employ PSZ&J in that capacity. Sherwood works with PSZ&J, primarily in the context where an affiliate of Sherwood will serve as an Assignee in an Assignment for the Benefit of Creditors process, and PSZ&J will serve as counsel to the Assignee. Sherwood will also periodically fill a financial advisory, sales agent or senior officer role in a chapter 11 case where PSZ&J serves as bankruptcy counsel to the chapter 11 debtor, similar to the financial advisory role that Sherwood will have in this case.

10. Other than as disclosed herein, Sherwood has no relationship with the Debtor of which I am aware after due inquiry.

11. It is the intention of Sherwood to seek compensation as described in the Motion and the Engagement Agreement in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any and all applicable rules and orders of the Court.

12. Sherwood charges its clients for reasonably incurred, out-of-pocket expenses associated with an engagement. Except as necessary to comply with an applicable order of the Court, all such expense billings are in accordance with Sherwood's customary practices.

13. In the ninety days prior to the Petition Date, Sherwood received a pre-petition retainer in the amount of \$75,000, which will be offset against Sherwood's (including the CRO's) pre-petition services at applicable hourly rates. As of the Petition Date, Sherwood is holding a retainer for post-petition services in the amount of \$24,521.50.

14. To the best of my knowledge, the compensation arrangement provided in the Engagement Agreement is consistent with and typical of arrangements entered into by Sherwood and other firms rendering similar services to clients such as the Debtor. To the best of my knowledge, there is no agreement or understanding between Sherwood and any non-affiliated person or entity for sharing compensation received, or to be received, for services rendered by Sherwood personnel in connection with this Case.

15. Based on the foregoing, I believe that Sherwood is "disinterested" as defined in section 101(14) of the Bankruptcy Code and does not hold or represent an interest materially adverse to the Debtor or its estate.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: June 28, 2024

/s/ Andrew De Camara  
Andrew De Camara



**Interested Parties List**

**Debtors**

Qless Inc.

**Current and Former Directors/Officers**

James Harvey  
Charles Meyer  
Mark Tapling  
Neil Hudspith  
Anders Richardson  
Nathaniel Hochman  
M. Freddie Reiss

**Contractor**

Lucas Chervin  
Matias Chervin  
Cindy Coats  
Maria Sol Delgado  
Mariana Gun  
Harry Wilson

**Trial Attorney**

Joseph McMahon  
Malcolm M. Bates  
Fang Bu  
Linda Casey  
Joseph Cudia  
Timothy J. Fox, Jr.  
Benjamin Hackman  
Jane Leamy  
Jonathan Lipshie  
Hannah M. McCollum  
Linda Richenderfer  
Richard Schepacarter  
Rosa Sierra-Fox

**Banks**

Bank of America  
Brex Credit  
Brex Treasury LLC  
BridgeBank, a division of Western Alliance Bank  
Celtic Bank, NA  
CIBC Bank USA  
UBS Financial Services Inc.

**Government Agency**

California Pollution Control Financing Authority

**Insurance**

Aspen Specialty Insurance Management Co.

At-Bay Specialty Insurance Company – (Cyber Liability)

Commissioner of Insurance or Resident Agent - (At-Bay - registered agent) CO

Foundersshield - D&O/E&O

Foundersshield - General Liability

Millennial Specialty Insurance LLC – Broker (Insurance)

The Hartford

Trisura Specialty Insurance Company – (D&O)

**Judges**

Judge John T. Dorsey

Judge Craig T. Goldblatt

Judge Karen B. Owens

Judge Thomas M. Horan

Judge Brendan L. Shannon

Judge J. Kate Stickle

Judge Mary F. Walrath

**Landlord**

Westcore Pyramid, LLC

Westcore San Diego

Pyramid Pointe Asset Management, LLC

**Contracts/Leases**

Amazon Web Services (AWS)

BPP East Union LLC

Comcast - Colorado Internet

eShares, Inc (Carta)

G2.com, Inc.

Google Ads

GSA

Industrious - Pasadena office

Insperty

Maxio, LLC

Morlin Asset Management, LP – storage

Mosaic Finance, Inc.

Nexmo

OLEA Kiosks, Inc

Datadog Inc

Definitive Healthcare, LLC

Ellucian Company, LP

Providence Partners LLC  
Twilio Inc  
Userway  
Vanta  
ZoomInfo Technologies LLC

**License Agent**

BPP East Union LLC

**Licensors**

Industrious National Management Company LLC

**Lien Holder**

WF Fund V Limited Partnership  
Canadian Imperial Bank of Commerce  
Western Alliance Bank  
Celtic Bank Corporation - \$6.5M Loan

**Litigation Parties**

Alex Backer  
Hadsell Stormer Renick & Dai  
Ab Inventio, LLC  
Palisades Growth Capital II, L.P.

**Professional Services**

AAA AMERICAN ARBITRATION ASSOCIATION  
Armanino LLP  
Chipman Brown Cicero & Cole, LLP  
Dailey LLP  
Hogan Lovells US LLP  
Insivia Technologies, LLC  
Kissel Stratton & Wilmer LLP  
MarkStarLaw  
Morris, Nichols, Arsht & Tunnell LLP  
Potter Anderson & Corroon LLP  
QLESS AM LLC  
Rimon P.C.  
Saul Ewing LLP  
Sherwood Consulting LLC  
STUBBS ALDERTON & MARKILES, LLP  
Walker Sands, LLC  
WILKS LAW LLC  
WOLFLICK KHACHATURIAN & BOUAYAD, APC

**Shareholders**

1P Ventures, LLC  
Ab Inventio, LLC  
Act One Ventures, L.P.  
Africa Agencies and Consulting (Private)  
Limited  
Alex Backer  
Alexander Poulos  
Antony T. F. Lundy  
Antranise Nunez  
Armanuhi Muradyan  
Assign Corporation  
Audrey Ryan  
Augusto Callejas  
Brian Downer  
Brian J. McLoughlin Trust-2005, U/D/T  
dated August 1, 2005  
California Institute of Technology  
Craig Baumer  
Dante Baker  
David Coleman  
David L. Jaffe  
David Pogosian  
David Wittels  
Diana Bello  
Diego Mandelbaum  
Dunn Mitchell Family Trust  
Frednae Knight  
Greg Buechler  
Harut Baghdasaryan  
Harwich Road 2007-A Investment Trust  
Ivan Markman  
Jaedon Destine  
JAYJEL2, LLC  
Jeffrey Y. Suto  
Jessica Hawthorne  
Jonathan Malmaud  
Kayleb Cooper

Ketchum Partners, LLC  
King Wang  
Kira Deffner  
Mark Brosso  
Michael J. Halpern  
Moelis Dynasty Investments LLC  
Nicolas Backer  
Nicole Tennyson  
Nolan Family Trust  
Oldrich Sejcek  
Palisades Growth Capital II, L.P.  
Paul Pedrazzi  
Perry Trebatch  
Phoebe Wood  
Qtech Acquisition LLC  
Ray Hanes  
Robert Myers  
Ronald Baecker  
SAM Venture Partners  
Samuel Kiefer  
SFF Investment Holdings LLC  
Steven Pauloski and Linda Soldati  
TABLE Holdings, L.P.  
Thayer Ventures Affiliates Fund III, L.P.  
Thayer Ventures III, L.P.  
The Entrust Group FBO Brian J.  
McLoughlin Roth IRA 51-00756  
The M. Ellen Mitchell Revocable Trust  
dated 1/5/21  
Theodore Botwick  
Thomas M. Mitchell Living Trust Dated  
June 2, 1997  
Western Alliance Bank  
WF Fund V Limited Partnership  
William M. Tomai  
Wolfram Doelker

**Tax**

Department of Revenue WA State  
Texas state sales tax  
CA FTB  
Delaware franchise tax

**Vendor**

Clear Point, LLC  
Definitive Healthcare, LLC  
Insperity (Payroll)  
John Hancock (Payroll)  
JOON Enterprises, PBC (Payroll)  
HMRC Cumberland (Payroll)  
Neill & Co (Payroll)  
AAA AMERICAN ARBITRATION ASSOCIATION  
American Planning Association  
Arizona Department of Revenue  
Armanino LLP  
Artem Kuchuk  
Ascensus  
AT&T  
Atlassian  
Avanan Inc.  
AZULLE  
B4 Alliance dba Cielo Alliance  
BeyondTrust Corporation  
BidPrime, Inc.  
Bill.com  
Brad Benson  
Brick & Patel LLP  
Building Officials Association of Florida  
Champion Network Solutions  
Charles Meyer  
Chipman Brown Cicero & Cole, LLP  
CIBC.  
Cirrius Solutions Inc.  
City of Pasadena Business Services Section  
Cogency Global  
CohnReznick LLP  
Commonwealth of Virginia, Department of General Services  
ConnectAndSell, Inc.  
Consensus Sales  
CT Corporation  
Dailey LLP  
DataArt Solutions, Inc.  
Diane Bello  
Diego Mandelbaum  
DocuSign Inc.  
Electric Harbor, Inc.  
EPIC SYSTEMS CORPORATION  
Florida Tax Collectors, Inc.  
Formlogic Ltd  
Founder Shield  
Franchise Tax Board  
GEORGIA SECRETARY OF STATE  
Global Data Risk, LLC  
Grammarly  
Hogan Lovells US LLP  
Hubspot Inc.  
Hyperspect Inc.  
Idaho State Tax Commission  
iHire  
INGENO  
Insivia Technologies, LLC  
Interim CFOs LLC  
Intuit  
JAMF Software, LLC  
KEGLER BROWN HILL + RITTER CO., LPA  
Kokka & Backus, PC  
Kurtzman Carson Consultants LLC  
LinkedIn Corporation  
Logis CFO LLC  
Louisiana Department of Revenue  
Lucy Avedissian  
Mario Parris  
MarkStarLaw  
Massachusetts Dept of Revenue  
Matias N Chervin  
MAX CIACCIO  
Metric LLC  
Miro  
Morris, Nichols, Arsht & Tunnell LLP  
New Jersey Division of Taxation  
New York Department of State  
Obvious Pixel  
Okta, Inc.  
Optimal Sales Search  
Oregon Department of Revenue  
Pagerduty Inc.  
Pasadena Tri City Ventures  
Potter Anderson & Corroon LLP  
Precise Computer Solutions, LLC  
Rancho Murieta Consulting Group  
Rimon P.C.

Roadmunk Inc.  
Salesforce, Inc.  
Salesloft.com  
San Francisco Tax Collector  
Saul Ewing LLP  
Scherzer International  
ScienceSoft USA Corporation  
Seamless  
SLACK  
SmartProcure, Inc. dba GovSpend  
State of North Carolina - Eproc  
State of Washington  
Steinfl & Bruno  
STUBBS ALDERTON & MARKILES,  
LLP  
Texas Comptroller of Public Accounts  
The Hartford

The Wyman Company  
Theodore Botwick  
Thoughtbridge dba Virtual Intelligence  
Briefing  
Trigram LLC  
Tugboat Logic, Inc.  
Upcurve Cloud  
Utah State Tax Commission  
Walker Sands, LLC  
Wework  
WILKS LAW LLC  
WOLFLICK KHACHATURIAN &  
BOUAYAD, APC  
WP Engine Inc  
YRC Freight  
Zendesk Inc.  
Zoom Video Communications Inc.

**EXHIBIT C**

**Proposed Order**

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

In re:

QLESS, INC.,

Debtor.

Chapter 11, Subchapter V

Case No. 24-11395 (BLS)

Ref. Docket No. \_\_\_\_\_

**ORDER GRANTING MOTION TO RETAIN SHERWOOD PARTNERS, INC.  
TO (I) PROVIDE THE DEBTOR A CHIEF RESTRUCTURING OFFICER  
AND CERTAIN ADDITIONAL PERSONNEL AND (II) DESIGNATE  
ANDREW DE CAMARA AS CHIEF RESTRUCTURING OFFICER FOR  
THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the motion (the “**Motion**”)<sup>1</sup> of the Debtor for the entry of an order authorizing the Debtor to retain Sherwood, pursuant to the terms and conditions of the Engagement Agreement, to provide: (i) Andrew De Camara as CRO of the Debtor; and (ii) the services of the Additional Personnel, *nunc pro tunc* to the Petition Date, all as more fully set forth in the Motion; and upon consideration of the De Camara Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.



be provided; and the Court having reviewed the Motion; and after due deliberation and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Debtor is authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to retain and employ Sherwood in accordance with the terms and conditions set forth in the Motion and the Engagement Agreement, as modified herein, effective *nunc pro tunc* to the Petition Date.
3. Notwithstanding anything in the Motion or the Engagement Agreement to the contrary:
  - a. Sherwood shall not act in any other capacity (for example, and without limitation, as an investment banker, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned case (the “Case”);
  - b. In the event the Debtor seeks to have Sherwood personnel assume executive officer positions that are different than the positions disclosed in the Motion, or materially to change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed;
  - c. Sherwood shall file with the Court and serve on the Notice Parties a Staffing Report by the last calendar day of each month for the previous month, which shall include the names and time worked by all Additional Personnel assigned to the engagement, summarize the principal functions performed by the Additional Personnel during the month, summarize the hours worked and fee by activity category, identify the total compensation earned, itemize expenses incurred, include the time and expense records (as provided in subparagraph (d) below), and provide for an objection period of 21 days (extended to the next business day if such day is not a business day) from the filing and service of such Staffing Report. The first Staffing Report shall cover the period from the Petition Date until the end of the month following the month in which this Order is entered and shall be submitted within thirty (30) days thereafter. In the event an objection is raised and not consensually resolved between the Debtor and the objecting party, all staffing and compensation set forth in such Staffing Report shall be subject to review by the Court. Upon receipt of any objection, the Debtor shall deduct an amount equal to the amount objected to from the next payment to Sherwood until such objection is resolved, either consensually or by Court order. The Staffing Report will be subject to review by the Court if requested by any party in interest.

d. Each Additional Personnel will maintain detailed time entry records identifying activities and issues they addressed on a daily basis, grouped to the nearest one-tenth of an hour (0.1) for each activity category each day. Each Additional Personnel will maintain detailed expense records.

e. No principal, employee, or independent contractor of Sherwood and its affiliates shall serve as the Debtor's general partner or as a director of the Debtor's general partner during the pendency of this Case.

f. Subject to the requirements of paragraph (c) above, the Debtor is authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by Sherwood for fees and expenses incurred in connection with Sherwood's retention.

g. For a period of three years after the conclusion of the engagement, neither Sherwood nor any of its affiliates shall make any investments in the Debtor or the reorganized Debtor.

h. Sherwood shall disclose any and all facts that may have a bearing on whether Sherwood, its affiliates, or any individuals working on the engagement have any interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason. The obligation to disclose identified in this subparagraph is a continuing obligation.

i. Sherwood shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtor's other retained professionals in this Case.

j. Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.

k. The Debtor is permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtor's other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtor's D&O policy.

l. Except as set forth in sub-paragraph k, there shall be no indemnification of Sherwood or its affiliates.

4. During the course of this Case, any limitation of liability provisions in the Engagement Agreement shall have no force or effect.

5. Notwithstanding anything in the Application, the Engagement Letter, or the De Camara Declaration to the contrary, Sherwood shall not unilaterally terminate the agreement.

6. To the extent there is any inconsistency between the terms of the Engagement Agreement, the Motion, and this Order, the terms of this Order shall govern.

7. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.