

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

MONTHLY FEE STATEMENT COVER SHEET FOR THE PERIOD
APRIL 1, 2024 THROUGH APRIL 30, 2024

In re Thrasio Holdings, Inc., *et al.*¹

Applicant: Kurtzman Carson Consultants, LLC, dba Verita Global, Administrative Agent to the Debtors and Debtors in Possession

Case No. 24-11840 (CMG)
(Jointly Administered)

Client: Reorganized Debtors

Chapter 11

Case Filed: February 28, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

Date: August 2, 2024

/s/ Sarah Harbuck

Sarah Harbuck
Assistant General Counsel
Kurtzman Carson Consultants, LLC
dba Verita Global

¹ The last four digits of Debtor Thrasio Holdings, Inc.’s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kcellc.net/Thrasio>. The Debtors’ service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



**SECTION I
FEE SUMMARY**

Summary of Amounts Requested for the Period
April 1, 2024 through April 30, 2024 (the “Compensation Period”)

Fee Total	\$11,696.50
Disbursement Total	\$0.00
Total Fees Plus Disbursements	\$11,696.50
Minus 20% Holdback	\$2,339.30
Amount Sought at this Time	\$9,357.20

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$206,673.20
Total Fees and Expenses Allowed to Date:	\$165,338.56
Total Retainer Remaining:	\$100,000.00
Total Holdback:	\$41,334.64
Total Received by Applicant:	\$0.00

SUMMARY BY TIMEKEEPER

PROFESSIONAL	HOURS	RATE	TOTAL FEES
Adam Gorman	24.8	\$ 270.00	\$ 6,696.00
Bianca Barrera	0.9	\$ 252.50	\$ 227.25
Isabel Padilla	0.5	\$ 252.50	\$ 126.25
Jacqueline Conklin	1	\$ 265.00	\$ 265.00
Joe Morrow	5.6	\$ 270.00	\$ 1,512.00
Leanne Scott	0.2	\$ 270.00	\$ 54.00
Matthew Canty	0.9	\$ 252.50	\$ 227.25
Rossmery Martinez	1.8	\$ 265.00	\$ 477.00
Sumesh Srivastava	1.1	\$ 257.50	\$ 283.25
Yun Kyung Yu	6.9	\$ 265.00	\$ 1,828.50
TOTAL	43.7		\$11,696.50

SUMMARY BY PROJECT CATEGORY

Project Category	Hours	Total Fees
Solicitation	43.7	\$11,696.50
TOTAL	43.7	\$11,696.50

**SECTION II
CASE HISTORY**

- (1) Date cases filed: February 28, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: May 13, 2024, *nunc pro tunc* to February 28, 2024. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: n/a
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:¹
 - (a) Applicant assisted the Debtors and their professionals in their solicitation by reviewing and preparing solicitation documents, preparing balloting data, setting up Verita systems for solicitation, and reviewing ballots.
 - (b) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.²
- (5) Anticipated distribution to creditors:
 - (a) Administrative expense: Paid in full.
 - (b) Secured creditors: To be paid in accordance with the *Joint Plan of Reorganization of Thrasio Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan").
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors: Unknown at this time.
- (7) This is the second monthly fee statement.

¹ The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtors and for the benefit of the estates; it is not intended to itemize each and every professional service which the Applicant performed.

² The invoices attached hereto as **Exhibit B** contains detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

Exhibit A

Retention Order



Order Filed on May 13, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re:
THRASIO HOLDINGS, INC., <i>et al.</i> ,
Debtors. ¹

Chapter 11
Case No. 24-11840 (CMG)
(Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS
TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

DATED: May 13, 2024



**Honorable Christine M. Gravelle
United States Bankruptcy Judge**

¹ The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kcellc.net/Thrasio>. The Debtors' service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Debtors: THRASIO HOLDINGS, INC., *et al.*
Case No. 24-11840 (CMG)
Caption of Order: ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE

Upon the *Debtors' Application Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective as of the Petition Date* (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") granting the employment and retention of Kurtzman Carson Consultants LLC ("KCC") as administrative advisor ("Administrative Advisor") effective as of February 28, 2024 (the "Petition Date") pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 all as more fully described in the Application; and upon the Gershbein Declaration; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE

1. The Application is **GRANTED** as set forth in this Order.
2. The Debtors are authorized to retain KCC as Administrative Advisor pursuant to section 327(a) of the Bankruptcy Code effective as of the Petition Date under the terms of the Services Agreement attached hereto as **Exhibit 1**, as modified by this Order, and KCC is authorized to perform the bankruptcy administration services described in the Application and set forth in the Services Agreement.
3. KCC is authorized to take all actions necessary to comply with its duties as Administrative Advisor as described in the Application and set forth in the Services Agreement.
4. Any services KCC will provide relating to the Debtors' schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their schedules of assets and liabilities and statements of financial affairs.
5. KCC shall apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in its capacity as Administrative Advisor in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, and any orders entered in these cases regarding professional compensation and reimbursement of expenses.
6. Notwithstanding anything to the contrary contained in the Services Agreement, including section II.A thereof, KCC shall provide thirty (30) days' notice to the Debtors, the U.S. Trustee, and the Committee of any increases in its rates, subject to the parties in interest's right to object to any such increases.

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Debtors: THRASIO HOLDINGS, INC., *et al.*
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7. KCC seeks to first apply its retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

8. The indemnification provisions in the Services Agreement are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:

- (a) KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.
- (b) Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either: (i) judicially determined (that determination having become final) to have arisen from KCC's gross negligence, willful misconduct, bad faith, self-dealing, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of KCC's obligations under the Services Agreement, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement, as modified by this Order, including, without limitation, the advancement of defense costs, KCC must file an application therefor in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. This

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Debtors: THRASIO HOLDINGS, INC., *et al.*
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subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

9. Notwithstanding anything contained in the Application, the Gershbein Declaration, or the Services Agreement to the contrary, during the chapter 11 cases, any limitations of liability including, but not limited to, section IX of the Services Agreement shall be of no force or effect.

10. Notwithstanding anything to the contrary in the Services Agreement, in the event that any of these chapter 11 cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of KCC.

11. KCC shall not seek reimbursement of any fees or costs arising from the defense to its fee applications in the above-captioned cases.

12. Notwithstanding anything in the Application or Services Agreement to the contrary, KCC shall seek reimbursement from the Debtors' estates for its engagement-related expenses at KCC's actual cost paid.

13. Notwithstanding anything to the contrary contained in the Services Agreement, (i) the 1.5% late charge in paragraph II(E) of the Services Agreement shall not be assessed during the pendency of these chapter 11 cases; (ii) the payment of invoices within ten (10) days of receipt in paragraph II(E) of the Services Agreement shall not be applicable during the pendency of these cases; (iii) solely during the pendency of these chapter 11 cases, if any

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Debtors: THRASIO HOLDINGS, INC., *et al.*
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advance payment of an invoice is reasonably expected to exceed \$10,000 in any single month as set forth in paragraph II(E) of the Services Agreement, at the time KCC requests advance payment from the Debtors, KCC shall also provide notice to the U.S. Trustee and any statutory committee appointed in these cases; and (iv) solely during the pendency of these chapter 11 cases, prior to any prepayment of fees and expenses for print notice and media publication as set forth in paragraph II(E) of the Services Agreement, KCC shall provide three (3) business days' notice to the U. S. Trustee and any statutory committee appointed in these cases.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. The Debtors and KCC are authorized to take all actions necessary to carry out the relief granted in this Order in accordance with the Application.

16. In the event of any inconsistency between the Services Agreement, the Application, the Gershbein Declaration, and this Order, the terms of this Order shall govern.

17. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

18. Notwithstanding anything to the contrary contained in the Services Agreement, including section XIII thereof, the Court shall have exclusive jurisdiction over KCC's engagement during the pendency of these chapter 11 cases.

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19. Notwithstanding anything to the contrary contained in the Services Agreement, including section VI thereof, termination of KCC's retention shall only commence upon entry of an order by this Court terminating KCC's retention.

20. KCC declares that it does not now have, nor has it ever had any contract or agreement with XClaim Inc. or with any other party under which KCC provides, provided, or will provide exclusive access to claims data and/or under which KCC would be compensated for claims data made available by KCC.

21. To the extent KCC seeks to establish accounts with financial institutions on behalf of the Debtors, pursuant to section VIII of the Services Agreement, KCC shall provide fifteen (15) days' advance notice to the U.S. Trustee and the Committee in these chapter 11 cases prior to opening any bank accounts on behalf of the Debtors. Any such bank accounts shall only be opened at banks that are signatories to a Uniform Depository Agreement with the Office of the United States Trustee for the District of New Jersey.

22. Notwithstanding anything in the Application, the Declaration or the Services Agreement to the contrary, KCC shall, to the extent that KCC uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, (i) pass through the cost of such Contractors to the Debtors at the same rate that KCC pays the Contractors; (ii) seek reimbursement for actual costs of the Contractors only; (iii) ensure that the Contractors perform the conflicts checks required by Bankruptcy Rule 2014; (iv) file with the Court such disclosures as required by Bankruptcy Rule 2014; and (v) attach any such Contractors invoices to its monthly fee statements, interim fee applications, and/or final fee applications filed in these cases.

Exhibit 1

Services Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 12th day of October 2023, between Thrasio Holdings, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement; provided that any expenses under this section exceeding \$10,000 in the aggregate require pre-approval by the Company, not to be unreasonably withheld or delayed.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, except to the extent caused by KCC's breach of this Agreement, gross negligence or wrongful conduct, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority. Notwithstanding the foregoing, Company shall not be liable to KCC for any income tax.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable



KCC AGREEMENT FOR SERVICES

Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$50,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement. KCC agrees that all Company data submitted to KCC by or on behalf of the Company shall remain the exclusive property of Company.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries shall directly solicit for employment employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention; provided, however, nothing shall restrict Company from employing such employees who contact the Company in response to a general solicitation of employment (e.g., a job posting).

V. CONFIDENTIALITY



KCC AGREEMENT FOR SERVICES

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) material breach of contract by, or gross negligence or willful misconduct of, KCC, (ii) the failure of the Company to pay KCC undisputed invoices for more than sixty (60) days from the date of receipt of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this Agreement is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' written notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, if any, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of



KCC AGREEMENT FOR SERVICES

accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case, if any.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. As used below, "Indemnified Parties" shall mean, with respect to the Company or KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents. The Company shall indemnify and hold KCC and its Indemnified Parties harmless, to the fullest extent permitted by applicable law, from and against any and all third party losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) of KCC (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's breach of contract, gross negligence or willful misconduct. KCC shall indemnify and hold harmless the Company and its Indemnified Parties to the fullest extent permitted by applicable law, from and against any third-party claims caused by KCC's breach of contract, gross negligence, or willful misconduct arising out of or related to KCC's performance under this agreement. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Each party shall notify the other party in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that they become aware of with respect to the services provided by KCC under this Agreement. The indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, each Party's ("Indemnitor") liability to the other Party ("Indemnitee") or any person making a claim through or under the Indemnitor for any Losses of any kind, even if Indemnitor has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Indemnitee, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Indemnitor be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall either Party's liability to the other Party for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of



KCC AGREEMENT FOR SERVICES

schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC. Pursuant to Section V of this Agreement, KCC and its employees, agents, professionals, and representatives shall safeguard and protect the confidentiality of the Company's non-public records, systems, procedures, software and other information received in connection with the services provided under this Agreement with no less care than KCC would take to safeguard and protect the confidentiality of its own confidential information.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Company Thrasio Holdings, Inc.
Address 85 West Street
City, ST Zip Walpole, MA 02081
Attn: General Counsel
Tel: 203-539-9538
Fax: N/A
E-Mail: mike@thrasio.com



KCC AGREEMENT FOR SERVICES

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. Each Party represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.



KCC AGREEMENT FOR SERVICES

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

DocuSigned by:
Evan Gershbein
66CA900AD1EF471...

BY: Evan Gershbein DATE: October 12, 2023
TITLE: EVP, Corporate Restructuring Services

Thrasio Holdings, Inc.

BY: Michael Fahey DATE: October 12, 2023
TITLE: General Counsel & Secretary



AMENDMENT TO KCC AGREEMENT FOR SERVICES

This Amendment (the “Amendment”) to the KCC Agreement for Services between Thrasio Holdings, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC,”) dated October 12, 2023 (the “Services Agreement”) is entered into as of the 14th day of February 2024. In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

To the extent permitted by applicable law, KCC shall receive a supplemental retainer in the amount of \$50,000 (the “Supplemental Retainer,” and together with the Retainer, the “Total Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Supplemental Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Total Retainer to all pre-petition invoices, and thereafter, will have the Total Retainer replenished to the original amount. KCC shall be entitled to hold the Total Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Total Retainer that remains following application of the Total Retainer to the payment of unpaid invoices.

This Amendment is to be read and construed with the Services Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment, all provisions, terms and conditions of the Services Agreement shall remain in full force and effect and the parties agree to be bound by the terms thereof. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Services Agreement. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Amendment shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by facsimile or e-mail (in PDF format) transmission.

[SIGNATURE PAGE FOLLOWS]

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



AMENDMENT TO KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

BY: Evan Gershbein DATE: 2/14/24
TITLE: EVP, Corporate Restructuring Services

Thrasio Holdings, Inc.

DocuSigned by:

C1DEFACDAE214E0...
BY: Michael Fahey DATE: 2/15/2024
TITLE: Secretary

Exhibit B

Detailed Time Records



May 17, 2024

Thrasio Holdings, Inc
Josh Burke
85 West Street
Walpole MA 02081
United States

Re: Thrasio Holdings, Inc
USBC Case No. 24-11840

Dear Josh Burke,

Enclosed please find Kurtzman Carson Consultants' ("KCC") invoice for the period April 1, 2024 to April 30, 2024 in the amount of \$11,696.50 for the above referenced matter. Pursuant to our services agreement, KCC's invoice is due upon receipt.

If you have any questions, please contact me at (310) 751-1803 or egershbein@kccllc.com.

Sincerely,
Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read "Evan Gershbein".

Evan Gershbein
EVP Restructuring

Enclosures



5/17/2024

Contact Parties

Anup Sathy
Kirkland & Ellis LLP
300 North LaSalle Street
United States

Jeffrey Sponder
Office of The United States Trustee
One Newark Center
1085 Raymond Boulevard. Suite 2100
Newark, New Jersey 7102
United States

Josh Burke
85 West Street
Walpole Massachusetts 2081
United States

Lauren Bielskie
Office of The United States Trustee
One Newark Center
1085 Raymond Boulevard. Suite 2100
Newark, New Jersey 7102
United States

Matthew C. Fagen
Kirkland & Ellis LLP
601 Lexington Avenue
United States

Michael D. Sirota
Cole Schotz P.C.
Court Plaza North, 25 Main Street
United States



5/17/2024

Contact Parties

Mike Fahey
85 West Street, Suite 4
Walpole, Massachusetts 2081
United States

Kurtzman Carson Consultants LLC

Account Number	71027FA	Invoice Date	May 17, 2024
Invoice Number	US-RESTR2709025	Due Date	Due upon receipt

Thrasio Holdings, Inc
Summary

<u>Description</u>	<u>Amount</u>
<u>Hourly Fees</u>	
Hourly Fees Charged	\$11,696.50
Total of Hourly Fees	\$11,696.50
<u>Expenses</u>	
Expenses	\$0.00
Total Expenses	\$0.00
Invoice Subtotal	\$11,696.50
Sales and Use Tax	\$0.00
Total Invoice	\$11,696.50

Please detach and return this portion of the statement with your check to KCC.

Please reference your Account Number and Invoice Number on your Remittance.

Account Number

71027FA

Check Payments to:

Wire Payments to:

Invoice Number

US-RESTR2709025

KCC Global Administration -
Restructuring
Department 2211
PO Box 4110
Woburn, MA 01888-4110



Total Amount Due

\$11,696.50

Amount Paid

\$

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Total Hourly Fees by Employee

<u>Initial</u>	<u>Employee Name</u>	<u>Position Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
AGN	Adam Gorman	SOL	24.8	\$270.00	\$6,696.00
BIF	Bianca Barrera	CON	0.9	\$252.50	\$227.25
IPA	Isabel Padilla	CON	0.5	\$252.50	\$126.25
JCN	Jacqueline Conklin	SOL	1.0	\$265.00	\$265.00
PJM	Joe Morrow	SOL	5.6	\$270.00	\$1,512.00
LVR	Leanne Scott	SOL	0.2	\$270.00	\$54.00
MWC	Matthew Canty	CON	0.9	\$252.50	\$227.25
RMZ	Rossmery Martinez	SOL	1.8	\$265.00	\$477.00
SUS	Sumesh Srivastava	SC	1.1	\$257.50	\$283.25
SYU	Yun Kyung Yu	SOL	6.9	\$265.00	\$1,828.50

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
4/15/2024	AGN	Prepare draft documents and data for solicitation(1.9); review solicitation procedures re same(.2)	SOL	Solicitation	2.1
4/15/2024	PJM	Review draft disclosure statement materials and solicitation service procedure(.8); review precedent and provide feedback re upcoming service(.4)	SOL	Solicitation	1.2
4/15/2024	SYU	Review the Disclosure Statement Motion and Plan and set up solicitation class overview	SOL	Solicitation	1.7
4/16/2024	AGN	Prepare draft documents and data for solicitation(1.7); review solicitation procedures re same(.4)	SOL	Solicitation	2.1
4/17/2024	AGN	Prepare data for Class 4 GUC balloting	SOL	Solicitation	2.8
4/17/2024	AGN	Prepare and update draft documents and data for solicitation	SOL	Solicitation	2.6
4/17/2024	AGN	Prepare data for Class 3 First Lienholder balloting	SOL	Solicitation	1.7
4/17/2024	PJM	Review first lien lender claims data and prepare for solicitation mailing	SOL	Solicitation	1.2
4/18/2024	AGN	Prepare data for Class 4 GUC balloting	SOL	Solicitation	2.7
4/18/2024	AGN	Prepare and update draft documents and data for solicitation	SOL	Solicitation	2.6
4/18/2024	AGN	Prepare data for Class 3 First Lienholder balloting	SOL	Solicitation	2.0
4/19/2024	AGN	Prepare data for Class 4 GUC balloting	SOL	Solicitation	2.3
4/19/2024	AGN	Prepare and update draft documents and data for solicitation	SOL	Solicitation	2.1
4/19/2024	AGN	Prepare data for Class 3 First Lienholder balloting	SOL	Solicitation	1.8
4/19/2024	LVR	Attention to setup of ballot in KCC CaseView	SOL	Solicitation	0.2
4/19/2024	PJM	Review first lien lender claims data and prepare for solicitation mailing	SOL	Solicitation	1.6
4/19/2024	RMZ	Perform quality checks of sample Solicitation - Non-Voting Impaired & Unimpaired to ensure inclusion of all relevant information	SOL	Solicitation	0.9
4/19/2024	RMZ	Perform quality checks of sample customized Class 4 Ballots to ensure inclusion of all relevant information	SOL	Solicitation	0.9
4/19/2024	SYU	Setup Class 3 eBallot in KCC CaseView	SOL	Solicitation	3.5
4/22/2024	PJM	Prepare draft eBallot for upcoming solicitation	SOL	Solicitation	1.6
4/22/2024	SYU	Perform administrative review of Unimpaired Opt Out Form on KCC CaseView	SOL	Solicitation	0.6
4/22/2024	SYU	Set up eBallot for Class 4 in KCC CaseView	SOL	Solicitation	0.4
4/22/2024	SYU	Set up Impaired Opt Out Form on KCC CaseView	SOL	Solicitation	0.3

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
4/25/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.2
4/25/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.2
4/25/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.6
4/25/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.5
4/26/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	1.0
4/29/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.1
4/30/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.6
4/30/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.3
4/30/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.3
4/30/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.6
4/30/2024	SYU	Review returned Opt-Out forms in KCC CaseView	SOL	Solicitation	0.4

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Expenses

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Printing and Mailing Expenses			\$0.00
		<i>Total Expenses</i>	<i>\$0.00</i>

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Printing and Mailing Expenses

<u>Post Date</u>	<u>Mailing Name</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
Total Printing and Mailing Expenses					\$0.00