Docket #0003 Date Filed: 5/17/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (___)
Debtors.	)	(Joint Administration Requested)

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this application (this "Section 156(c) Application"):[2]

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"): (a) authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent (the "Claims and Noticing Agent") in the Debtors' chapter 11 cases effective as of the Petition Date (as defined herein), including assuming full responsibility for the distribution of notices, and maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Paulee Day, Chief Executive Officer of West Marine, Inc., in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

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(b) granting related relief. In support of this Section 156(c) Application, the Debtors rely upon and incorporate by reference the *Declaration of Evan Gershbein in Support of Debtors' Application for Entry of an Order (I) Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief* (the "Gershbein Declaration"), attached hereto as **Exhibit B**.

Jurisdiction and Venue

2. 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 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules 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 Section 156(c) Application 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.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b)(1)(A) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Local Rule 2002-1(e), and the *Court's Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)*, instituted by the Office of

the Clerk of the Bankruptcy Court (the "Clerk") on February 1, 2012 (the "Claims Agent Protocol").

Background

5. West Marine is the leading integrated, omni channel provider of aftermarket products to the boating, fishing, sailing, and watersports markets in the United States. For more than fifty years, West Marine has been recognized as a principal resource for cruisers, sailors, anglers, fishers, and other boating enthusiasts. Founded in 1968 in Sunnyvale, California, West Marine employs approximately 2,600 crew members and operates a retail footprint of more than 200 stores across thirty-four states and Puerto Rico, as well as a digital footprint through its eCommerce websites that reach domestic, international, and professional customers.

6. On the date hereof, (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have concurrently filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

7. Although the Debtors have not yet filed their schedules of assets and liabilities and statements of financial affairs, they anticipate that there will be tens of thousands, if not more, parties to be noticed. Local Rule 2002-1(e) provides that "[a] chapter 11 debtor with more than 200 parties identified in the list filed under Local Rule 1007-2(a) must file [a] motion [to retain a claims and noticing agent] with its petition or within 7 days thereafter, unless the Court orders otherwise." In light of the number of anticipated parties to be noticed and the complexity of the

Debtors' business, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(e) and is otherwise in the best interests of the Debtors' estates and creditors.

8. The Debtors' selection of Verita to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol, in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of Verita's proposed retention are set forth in the that certain Agreement for Services, effective as of May 1, 2026, by and between the Debtors and Verita (the "Engagement Agreement"), attached hereto as **Exhibit C**. Notwithstanding the terms of the Engagement Agreement, the Debtors are seeking to retain Verita solely on the terms set forth in this Section 156(c) Application and the Proposed Order.

9. By separate application, the Debtors will seek authorization to retain and employ Verita as administrative advisor in these chapter 11 cases, pursuant to section 327(a) of the Bankruptcy Code, as the administration of these chapter 11 cases may require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

Verita's Qualifications

10. Verita is one of the country's leading chapter 11 administrators, with experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Indeed, Verita has acted as the official claims and noticing agent in many large bankruptcy cases

pending in this district and other districts nationwide. Verita's cases in this district include: *In re Reliz Tech. Group Holdings Inc., et al*., Case No. 26-10371 (TMH) (Bankr. D. Del. Mar. 18, 2026); *In re Avenger Flight Group, LLC, et al*., Case No. 26-10183 (MFW) (Bankr. D. Del. Feb. 13, 2026); *In re Salt House, Inc. (f/k/a Food52, Inc.)*, Case No. 25-12277 (LSS) (Bankr. D. Del. Dec. 31, 2025); *In re Apple Tree Life Sciences, Inc., et al*., Case No. 25-12177 (LSS) (Bankr. D. Del. Dec. 17, 2025); *In re American Signature, Inc., et al*., Case No. 25-12105 (JKS) (Bankr. D. Del. Nov. 26, 2025); *In re Hudson 1701/1706, LLC, et al*., Case No. 25-11853 (KBO) (Bankr. D. Del. Nov. 3, 2025); *In re AGDP Holding Inc., et al*., Case No. 25-11446 (MFW) (Bankr. D. Del. Aug. 5, 2025); *In re Marelli Auto. Lighting USA LLC, et al*., Case No. 25-11034 (CTG) (Bankr. D. Del. Jun. 12, 2025); *In re Molecular Templates, Inc., et al*., Case No. 25-10739 (BLS) (Bankr. D. Del. Apr. 22, 2025); *In re Leisure Invs. Holdings LLC, et al*., Case No. 25-10606 (LSS) (Bankr. D. Del. Apr. 2, 2025); *In re F21 OpCo, LLC, et al*., Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); *In re Village Roadshow Ent. Group USA Inc., et al*., Case No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); *In re Dynamic Aerostructures LLC, et al.*, Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); *In re Gritstone bio, Inc.,* Case No. 24-12305 (KBO) (Bankr. D. Del. Oct. 16, 2024); *In re Fulcrum Bioenergy, Inc.*, *et al.*, Case No. 24-12008 (TMH) (Bankr. D. Del. Sep. 12, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et. al.*, Case

No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024).

11. The appointment of Verita as the Claims and Noticing Agent in these chapter 11 cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these chapter 11 cases, and relieve the Clerk of these administrative burdens. Given the nature of these chapter 11 cases, the Debtors believe that the appointment of Verita as the Claims and Noticing Agent will serve to maximize the value of the Debtors' estates for all stakeholders.

Services to Be Provided by Verita

12. This Section 156(c) Application pertains only to the work to be performed by Verita under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(e). Any work to be performed by Verita outside of this scope is not covered by this Section 156(c) Application or by any order granting approval hereof.

13. Specifically, Verita will perform the following tasks in its role as the Claims and Noticing Agent in these chapter 11 cases (such tasks, the "Claims and Noticing Services"), as well as all quality control relating thereto:

(a) Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, without limitation: (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;

(b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;

(c) Maintain (i) an up-to-date list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make said lists available upon request by a party-in-interest or the Clerk (within forty-eight hours);

(d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims, as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

(f) For all notices, applications, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed with the Clerk, an affidavit or certificate of service within seven business days of service, which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their mailing or email addresses, as applicable; (iii) the manner of service; and (iv) the date served;

(g) Maintain an electronic platform for purposes of filing proofs of claim;

(h) Process all proofs of claim received, including those received by the Clerk's office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;

(i) Maintain the official claims register for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;

(j) Allow public access to claims and the claims register at no charge. The complete proof of claim and any attachment thereto shall be viewable and accessible by the public, subject to Local Rule 9037-1;

(k) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original proofs of claim;

(l) Record all transfers of claims and update the creditor matrix after the related objection periods have expired, record all orders entered by the Court that may affect such claims by making a notation on the claims register, and monitor the Court's docket for any claims-related pleading filed and make necessary notations on the claims register;

(m) File a quarterly updated claims register with the Court in alphabetical and numerical order or, if there has been no claims activity, file a certification to that effect;

(n) Relocate, by messenger or overnight delivery, all of the court filed proofs of claim to the offices of Verita, not less than weekly;

(o) Upon completion of the docketing process for all proofs of claim received to date for each case, turn over to the Clerk copies of the claims registers for the Clerk's review (upon the Clerk's request);

(p) Monitor the Court's docket for all notices of appearance, address changes, claims related pleadings, and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

(q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

(r) Within fourteen days of entry of an order dismissing a case or within twenty-eight days of entry of a final decree, (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF; and (iii) docket a final claims register, which, if the cases are jointly administered, shall be one combined register docketed in the lead case containing claims of all cases;

(s) Within the earlier to occur of fourteen days of entry of an order converting a case and entry of a termination order, (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF; and (iii) docket a final claims register, which, if the cases are

jointly administered, shall be one combined register docketed in the lead case containing claims of all cases;

(t) Docket a final claims register and creditor mailing matrix in any jointly administered case containing the claims and creditor mailing matrix parties, respectively, of only that specific case; and

(u) Upon conversion of a chapter 11 case to a chapter 7 case, if there are more than 200 creditors, (i) continue to serve all notices required to be served, at the direction of the chapter 7 trustee or the Clerk's office; or (ii) submit a termination order.

14. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

Verita's Compensation

15. The Debtors are proposing to compensate Verita for the Claims and Noticing Services set forth above in accordance with the Engagement Agreement and the rate structure attached thereto. The Debtors request that the undisputed fees and expenses incurred by Verita in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

16. Verita agrees to maintain records of all Claims and Noticing Services, including dates, categories of services, fees charged, and expenses incurred. Verita further agrees to serve monthly invoices on (a) the Debtors, (b) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), (c) proposed counsel for the Debtors, (d) counsel for any statutory committee appointed in these chapter 11 cases, and (e) any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or Verita's monthly invoices, the parties shall meet and confer in an attempt to resolve

the dispute; *provided* that if resolution is not achieved, the parties may seek resolution of the matter from the Court.

17. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of $50,000.00. Verita seeks to first apply the advance to all prepetition invoices, and thereafter, to have the retainer replenished to the original advance amount of $50,000.00, and thereafter, to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of Verita's fees and expenses incurred pursuant to the Engagement Agreement.

18. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or any order of the Court. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent in these chapter 11 cases.

Verita's Disinterestedness

19. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Verita has nonetheless reviewed its conflicts system to determine whether it has any relationships with the creditors and initial parties in interest identified by the Debtors. Verita has represented to the Debtors that to the best of its knowledge, and except as set forth in the Gershbein Declaration, neither Verita nor any of its professionals have any relationship with the Debtors that would impair Verita's ability to serve as Claims and Noticing Agent. To the

extent that Verita or its personnel have, or may have had, relationships with certain of the Debtors' creditors as described in the Gershbein Declaration, Verita has represented to the Debtors that those matters are wholly unrelated to these chapter 11 cases.

20. In connection with its retention as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, that:

(a) Verita is not a creditor, equity security holder, or insider of the Debtors;

(b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent;

(c) by accepting employment in these chapter 11 cases, Verita waives any right to receive compensation from the United States government in connection with these chapter 11 cases;

(d) in its capacity as the Claims and Noticing Agent, Verita will not be an agent of the United States and will not act on behalf of the United States;

(e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent;

(f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;

(h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C.§156(c); and

(j) none of the services provided by Verita as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

21. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Compliance with Claims and Noticing Agent Protocol

22. This Section 156(c) Application complies with the Claims Agent Protocol. To the extent that there is any inconsistency between this Section 156(c) Application, the Proposed Order, and the Engagement Agreement, the Proposed Order shall govern.

Basis for Relief

I. Retention and Employment of Verita as Claims and Noticing Agent Is Permitted.

23. The Debtors submit that the requested relief is appropriate pursuant to section 156(c) of title 28 of the United States Code, section 105 of the Bankruptcy Code, Bankruptcy Rule 2002 and Local Rule 2002-1(e). Pursuant to 28 U.S.C. § 156(c), the Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c). Further, section 105(a) of the Bankruptcy Code provides, in pertinent part, as follows:

> The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(e) provides that "[t]he Court may at the First Day Hearing authorize the retention of a claims and noticing agent." Del. Bankr. L.R.

2002-1(e). Additionally, Local Rule 2002-1(e) requires the appointment of a claims and noticing agent in "all cases with more than 200 creditors or parties in interest listed on the creditor matrix." *Id.* The Debtors have more than 200 parties identified on their creditor matrix and, accordingly, seek to retain Verita in accordance with the Local Rules.

24. In view of the substantial number of parties receiving notice in these chapter 11 cases and the significant number of anticipated claimants, the Debtors submit that the appointment of Verita as the Claims and Noticing Agent is required by the Local Rules and is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

II. Relief Effective as of the Petition Date Is Appropriate.

25. Pursuant to the Debtors' request, Verita has agreed to serve as the Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Verita may be compensated for its services prior to the approval of this Section 156(c) Application. The Debtors believe that no party in interest will be prejudiced by granting relief as of the Petition Date, as proposed in this Section 156(c) Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period.

26. Accordingly, the Debtors request entry of the Proposed Order authorizing the Debtors to retain and employ Verita as Claims and Noticing Agent, effective as of the Petition Date.

Notice

27. The Debtors will provide notice of this Section 156(c) Application to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the holders of the thirty (30) largest

unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Eclipse, as ABL Agent and FILO Agent; (d) to Wilmington Savings Fund Society, FSB, as Term Loan Agent; (e) counsel to the Consenting Stakeholders; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of Delaware; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors will serve copies of this Section 156(c) Application and any order entered in respect to this Section 156(c) Application as required by Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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WHEREFORE, the Debtors request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Executed on: May 17, 2026

/s/ *Paulee Day*
Paulee Day
Chief Executive Officer
West Marine, Inc.
1 East Broward Blvd., Suite 200,
Fort Lauderdale, FL 33301

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (___)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. __**

ORDER (I) AUTHORIZING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Upon the application (the "Section 156(c) Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing the Debtors to retain and appoint Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as claims and noticing agent (the "Claims and Noticing Agent"), pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002(f), and Local Rule 2002-1(e), among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors' chapter 11 cases, (c) provide such other claims and noticing services, and (d) granting related relief, all as more fully set forth in the Section 156(c) Application; and upon the First Day Declaration and the Gershbein Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Section 156(c) Application.

United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Section 156(c) Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Section 156(c) Application and opportunity for a hearing on the Section 156(c) Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Section 156(c) Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Section 156(c) Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Section 156(c) Application is granted on a final basis as set forth herein.

2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

3. Notwithstanding the terms of the Engagement Agreement attached to the Section 156(c) Application as Exhibit C, the Section 156(c) Application is approved solely as set forth in this Order and solely with respect to the Claims and Noticing Services set forth in the Engagement Agreement.

4. The Debtors are authorized pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(e) to retain Verita as Claims and Noticing Agent in these chapter 11 cases, effective as of the Petition Date, under the terms of the Engagement Agreement, and Verita is authorized

and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and perform all related tasks, as set forth in the Section 156(c) Application.

5. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim without charge, unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

6. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

7. Verita is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

8. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

9. Without further order of this Court, the Debtors are authorized to compensate Verita in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses as the Claims and Noticing Agent.

10. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S.

Trustee, proposed counsel for the Debtors, counsel for any statutory committee appointed in these chapter 11 cases, and any party in interest that specifically requests service of the monthly invoices.

11. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, provided that parties may seek resolution of the matter from this Court if resolution is not achieved.

12. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtors' chapter 11 estates.

13. Verita may apply its retainer to all prepetition invoices and, thereafter, have the retainer replenished to the original retainer amount of $50,000.00 and, thereafter, to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

14. The limitation of liability provision in Section VIII.B. of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

15. The Debtors are authorized to indemnify the Indemnified Parties (as defined in the Engagement Agreement) under the terms of the Engagement Agreement, subject to the following modifications:

(a) The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

(b) Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Indemnified Parties' gross

negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Parties' contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co*., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified; and

(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), or (ii) the entry of an order closing these chapter 11 cases, the Indemnified Parties believe 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 Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Parties before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

16. In the event Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

17. Verita shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of this Court authorizing Verita to do so.

18. Verita shall not be entitled to recover attorneys' fees for defending its fees in this Court.

19. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

20. Notice of the Section 156(c) Application as provided therein shall be deemed good and sufficient notice of such Section 156(c) Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

22. The Debtors and Verita are authorized to take all actions necessary to effectuate the relief granted in this Order.

23. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Exhibit B

Gershbein Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (___)
Debtors.	)	(Joint Administration Requested)

DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

I, Evan Gershbein, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am an Executive Vice President for Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, the matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order (I) Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

Date and (II) Granting Related Relief, which was filed contemporaneously herewith (the "Section 156(c) Application").[2]

3. I am not being specifically compensated for this testimony other than through payments received by Verita as a professional retained by the Debtors. I am over the age of 18 years and authorized to submit this Declaration on behalf of Verita.

Verita's Qualifications as Noticing and Claims Agent

4. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita's cases in this district include: *In re Reliz Technology Group Holdings Inc., et al*., Case No. 26-10371 (TMH) (Bankr. D. Del. Mar. 18, 2026); *In re Avenger Flight Group, LLC, et al*., Case No. 26-10183 (MFW) (Bankr. D. Del. Feb. 13, 2026); *In re Salt House, Inc. (f/k/a Food52, Inc.)*, Case No. 25-12277 (LSS) (Bankr. D. Del. Dec. 31, 2025); *In re Apple Tree Life Sciences, Inc., et al*., Case No. 25-12177 (LSS) (Bankr. D. Del. Dec. 17, 2025); *In re American Signature, Inc., et al*., Case No. 25-12105 (JKS) (Bankr. D. Del. Nov. 26, 2025); *In re Hudson 1701/1706, LLC, et al*., Case No. 25-11853 (KBO) (Bankr. D. Del. Nov. 3, 2025); *In re AGDP Holding Inc., et al*., Case No. 25-11446 (MFW) (Bankr. D. Del. Aug. 5, 2025); *In re Marelli Auto. Lighting USA LLC, et al*., Case No. 25-11034 (CTG) (Bankr. D. Del. Jun. 12, 2025); *In re Molecular Templates, Inc., et al*., Case No. 25-10739 (BLS) (Bankr. D. Del. Apr. 22, 2025); *In re Leisure Invs. Holdings LLC, et al*., Case

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Section 156(c) Application.

No. 25-10606 (LSS) (Bankr. D. Del. Apr. 2, 2025); *In re F21 OpCo, LLC, et al*., Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); *In re Village Roadshow Ent. Group USA Inc.*, *et al*., Case No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); *In re Dynamic Aerostructures LLC, et al.*, Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); *In re Gritstone bio, Inc.,* Case No. 24-12305 (KBO) (Bankr. D. Del. Oct. 16, 2024); *In re Fulcrum Bioenergy, Inc.*, *et al.*, Case No. 24-12008 (TMH) (Bankr. D. Del. Sep. 12, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et. al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024). As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk, the noticing and claims related services specified in the Section 156(c) Application and the Engagement Agreement, and at the Debtors' request, such other noticing, claims, administrative, technical, and support services specified in the Section 156(c) Application and the Engagement Agreement, attached as Exhibit C to the Section 156(c) Application.

5. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of $50,000.00. Verita seeks to first apply the retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount of $50,000.00, and thereafter, to hold

the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

6. In connection with its retention as Claims and Noticing Agent, Verita represents, among other things, the following:

(a) Verita is not a creditor, equity security holder, or insider of the Debtors;

(b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent;

(c) by accepting employment in these chapter 11 cases, Verita waives any right to receive compensation from the United States government in connection with these chapter 11 cases;

(d) in its capacity as the Claims and Noticing Agent, Verita will not be an agent of the United States and will not act on behalf of the United States;

(e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent;

(f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;

(h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

(j) none of the services provided by Verita as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

7. To the best of my knowledge and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in

which Verita serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

8. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code through the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of the potential parties in interest (the "Potential Parties in Interest") in these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. Based on this review, Verita is not aware of any connection to disclose as part of the Section 156(c) Application other than as described below.

9. Should Verita discover any additional relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

10. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One

representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

11. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes the following: (a) Verita's parent entities, affiliates, and subsidiaries and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JP Morgan Chase is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JP Morgan Chase may be associated with the Debtors.

12. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

13. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

14. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which

services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

15. Verita may have relationships with other professionals to be retained by the Debtors. Certain former partners and associates of Kirkland & Ellis LLP ("K&E"), proposed co-counsel to the Debtors, currently are employed by Verita. Albert Kass, Verita's Senior Executive Vice President of Corporate Restructuring Services, is a former K&E associate. Mr. Kass' work at K&E was unrelated to the Debtors and these chapter 11 cases. Beth Friedman, a Senior Director with Verita's Corporate Restructuring Services, is a former K&E Restructuring Department Coordinator. Adam Gorman, a Director with Verita's Corporate Restructuring Services, is a former K&E project assistant.

16. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of its employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged.

[*Remainder of Page Intentionally Left Blank*]

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 information, knowledge, and belief.

Executed on May 17, 2026

/s/ *Evan Gershbein*

Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, California 90245

Schedule 1

Potential Parties in Interest List

WEST MARINE, INC.

Potential Parties in Interest

DEBTORS

Marine One Holdco, LLC
Marine One Parent, Inc.
Rising Tide Holdings Inc.
Rising Tide Parent Inc
Seascapes, Inc.
W Marine Management Company, Inc.
West Marine Products, Inc.
West Marine, Inc.

CURRENT AND RECENT FORMER DIRECTORS AND OFFICERS

Andrew West
David Heidecorn
Dean Mcphail
Derex Walker
Hugh Charvat
Marc Magliacano
Matt Lischick
Matthew Kahn
Michael Guarnieri
Paulee Day
Sahil Wadhwa

NON-DEBTOR AFFILIATES

LC9 Marine One Aggregator, L.P.
LC9 Marine One GP, LLC

DEPOSITORY INSTITUTIONS & BANKS

Amegy Bank of Texas
Banco Popular
Bank of America, N.A.
Capital One Bank N.A.
Centennial Bank
Central Bank Ozarks
Fifth Third Bank
First Citizens Bank
First Hawaiian Bank
First Nat'l Bank of Bar Harbor
Huntington Bank OH
JP Morgan Chase (Formerly Bank One)
Key Bank of Vermont
Peoples Bank
PNC Bank
Regions Bank
Truist Bank (Formerly BB&T Bank)

TAXING AUTHORITIES

Alabama Dept of Revenue
Arizona Dept of Revenue
Arkansas Dept of Finance & Administration
California State Board of Equalization
Colorado Dept of Revenue
Connecticut Dept of Revenue
Florida Dept of Revenue
Georgia Dept of Revenue
State of Hawaii
Idaho State Tax Commission
Illinois State Treasurer
Indiana Dept of Revenue
Iowa Dept of Revenue
Kentucky Dept of Revenue
Louisiana Dept of Revenue
Maine Dept of Revenue
Maryland Comptroller
Massachusetts Dept of Revenue
State of Michigan
Minnesota Dept of Revenue
Mississippi Dept of Revenue
Missouri Dept of Revenue
Nevada Dept of Taxation
New Jersey Division of Taxation
New Mexico Dept of Revenue
New York Dept of Taxation & Finance
North Carolina Dept of Revenue
Ohio Dept of Taxation
Oklahoma Tax Commission
Pennsylvania Dept of Revenue
Departamento de Hacienda de Puerto Rico
Rhode Island Division of Taxation
South Carolina Dept of Revenue
Tennessee Dept of Revenue
Texas Comptroller of Public Accounts

Utah Dept of Taxation
Vermont Dept of Taxes
Virginia Dept of Taxation
Washington Dept of Revenue
West Virginia Dept of Revenue
Wisconsin Dept of Revenue

INSURANCE PROVIDERS, BENEFIT ADMINISTRATORS, SURETY PROVIDERS

American Express
Anthem ActWise
Anthem Blue Cross Blue Shield
Aon PEP (Voya)
Atlantic Specialty Insurance Company
Century Surety Company
Chubb
Coalition Inc.
Delta Dental
Delta Dental (Vision) Puerto Rico
Hartford Financial Services Group, Inc.
Hartford Fire Insurance Company
Kaiser Permanente
Liberty Mutual Insurance Company
Lloyd's of London
Mercer Health & Benefits LLC
Multinational Insurance Company
Optum Rx
RxBenefits
Sun Life and Health Insurance Company
Swiss Re Corporate Solutions America Insurance Corporation
The Lincoln National Life Insurance Company
The Travelers Indemnity Company
Travelers Casualty & Surety Company
Travelers Property Casualty Company of America
Triple-S Salud
UKG Inc.
University Health Alliance
VSP Vision
Westchester Surplus Lines Insurance Company
Zurich American Insurance Company

LITIGATION COUNTERPARTIES

Abramson Labor Group
Ackermann & Tilajef, P.C.
Adam Fietz
Andrew Krellenstein
Berger McDermott LLP
Bradley Potter
Brereton, Mohamed & Korte, LLP
Brian Burns
Brodsky Smith
Christian Johnson
Ema Bell
Environmental Protection Agency
Frontier Law Firm
Guardsman US, LLC
Jacobs Law Firm PLLC
James Dobbs
JCL Law Firm, APC
Jeffrey Cogbill
Jeremy D. Kelley
Kased Law Group
Keeley Montoya
Kelley Sassard
Markus Mrakovich
Maune Raichle Hartley French & Mudd, LLC
Maurice Perez
Michael DiPirro
Michael Ginis
Michael Gunzburg
MVP Trial Lawyers
Nooney Roberts Hewett & Nowicki
Pierce, Sloan, Kennedy & Early, LLC
Precila Balabbo
Rick Torgerson
Roland Berger
Rosen Injury Law
Ryan Richey
Savannah Pendleton
State of California Department of Industrial Relations
Tauler Smith LLP
Tiffany Thiede

ABL AND SECURED CREDIT FACILITIES TRUSTEES & AGENTS

BMO Bank N.A.
Eclipse Business Capital LLC

Wilmington Savings Fund Society, FSB

LENDERS & UCC LIEN PARTIES
TERM LOAN LENDERS
Constitution Capital Credit Partners LP
Evolution Credit Partners Management LLC
Golub Capital
Jefferies LLC
JFIN Asset Management LLC
Oaktree Capital Management LP
Pioneer Investment Management Inc.
Prospect Capital Management
Seix Investment Advisors LLC (aka Virtus Fixed Income Advisers LLC)
Silver Rock Financial LP
Sound Point Capital Management LP

LETTER OF CREDIT PARTIES
The Travelers Indemnity Company
Yamaha Motor Corporation, U.S.A.

RESTRUCTURING PROFESSIONALS
FTI Consulting, Inc.
Hilco Merchant Resources, LLC
Hilco Real Estate, LLC
Kirkland & Ellis LLP
Kurtzman Caron Consultants, LLC dba Verita Global
Portage Point Partners, LLC
PWC US Tax, LLP
Young Conaway Stargatt & Taylor, LLP

ORDINARY COURSE PROFESSIONALS
Ogletree, Deakins, Nash, Smoak & Stewart PC
RSM International Limited
TransWestern Consultants, Inc

NON-DEBTOR BANKRUPTCY PROFESSIONALS
Alix Partners, LLP
Ashby & Geddes, P.A.
Milbank LLP
Otterbourg P.C.
Richards, Layton, & Finger, P.A.
Riemer Braunstein LLP

MATERIAL SHAREHOLDERS
AEA Middle Market Debt Fund III LP
AEA Middle Market Debt Fund IV LP
AEA Middle Market Debt V Funding LLC
Argonaut Insurance Company
Balboa Bay Loan Funding 2020-1 Ltd.
Balboa Bay Loan Funding 2021-1 Ltd.
Baloise Senior Secured Loan Fund III
Barclays Bank PLC
Barclays Capital Inc.
Blue Cross and Blue Shield of North Carolina
Boston Retirement System
City National Rochdale Fixed Income Opportunities Fund
City of New York Group Trust
Crescent Capital High Income Fund BLP
Crescent Senior Secured Floating Rate Loan Fund
Crescent Syndicated Credit Solutions Fund LP
Crown Point CLO 10 Ltd.
Desjardins Assurances Générales Inc.
Empower Multi-Sector Bond Fund
Evolution Credit Opportunity Masterfund II-A LP
Evolution Credit Partners I LP
FMAP SOC Limited
GGP Class E-P LLC
GoldenTree Loan Management US CLO 10 Ltd.
GoldenTree Loan Management US CLO 11 Ltd.
GoldenTree Loan Management US CLO 12 Ltd.
GoldenTree Loan Management US CLO 14 Ltd.
GoldenTree US Loan & Bond Fund
High Yield and Bank Loan Series Trust
ICG Rhinebeck CLO 2021-4 Ltd.
ICG US CLO 2014-1 Ltd.
ICG US CLO 2014-2 Ltd.
ICG US CLO 2014-3 Ltd.
ICG US CLO 2015-2R Ltd.
ICG US CLO 2016-1 Ltd.
ICG US CLO 2017-1 Ltd.
ICG US CLO 2018-1 Ltd.
ICG US CLO 2018-2 Ltd.
ICG US CLO 2018-3 Ltd.
ICG US CLO 2020-1 Ltd.
ICG US CLO 2021-1 Ltd.
ICG US CLO 2021-2 Ltd.
ICG US CLO 2021-3 Ltd.

ICG US CLO 2022-1(I) Ltd.
Ironsides Opportunities Annex Fund LP
Ivy Hill Asset Management LP
Ivy Hill Middle Market Credit Fund IX Ltd.
Ivy Hill Middle Market Credit Fund VII Ltd.
Ivy Hill Middle Market Credit Fund XII Ltd.
Jefferies LLC
LC9 Marine One Aggregator LP
Los Angeles County Employees Retirement Association
Monroe Capital MML CLO VII Ltd.
Monroe Capital MML CLO XII Ltd.
Mountain View CLO 2013-1 Ltd.
Mountain View CLO 2016-1 Ltd.
Mountain View CLO 2017-1 Ltd.
Mountain View CLO IX Ltd.
Mountain View CLO XV Ltd.
Mt. Whitney Securities LLC
National Electrical Benefit Fund
Nationwide Children's Hospital
Oaktree Investment Fund WM Holdings LP
Oaktree-Copley Investments LLC
OCP CLO 2014-5 Ltd.
OCP CLO 2016-11 Ltd.
OCP CLO 2017-13 Ltd.
OCP CLO 2017-14 Ltd.
OCP CLO 2018-15 Ltd.
OCP CLO 2019-16 Ltd.
OCP CLO 2019-17 Ltd.
OCP CLO 2020-18 Ltd.
OCP CLO 2020-19 Ltd.
OCP CLO 2020-20 Ltd.
OCP CLO 2020-8R Ltd.
OCP CLO 2021-21 Ltd.
Octagon 52 Ltd.
Octagon 53 Ltd.
Octagon 54 Ltd.
Octagon 55 Ltd.
Octagon 56 Ltd.
Octagon 57 Ltd.
Octagon 59 Ltd.
Octagon Credit Opportunities Masterfund LP
Octagon High Income Master Fund Ltd.
Octagon Investment Partners 26 Ltd.
Octagon Investment Partners 27 Ltd.
Octagon Investment Partners 29 Ltd.
Octagon Investment Partners 34 Ltd.
Octagon Investment Partners 40 Ltd.
Octagon Investment Partners 44 Ltd.
Octagon Investment Partners 45 Ltd.
Octagon Investment Partners 46 Ltd.
Octagon Investment Partners 50 Ltd.
Octagon Investment Partners XVI Ltd.
Octagon Senior Secured Credit Master Fund Ltd.
Park Avenue Institutional Advisers CLO Ltd. 2021-2
Park Avenue Institutional Advisers CLO Ltd. 2022-1
PCM Fund Inc.
PIF Offshore I Ltd.
PIMCO Access Income Fund
PIMCO Corporate & Income Opportunity Fund
PIMCO Corporate & Income Strategy Fund
PIMCO Dynamic Income Fund
PIMCO Flexible Credit Income Fund
PIMCO High Income Fund
PIMCO Income Strategy Fund
PIMCO Income Strategy Fund II
Prospect Capital Corporation
Prospect Flexible Funding LLC
Rockford Tower CLO 2017-1 Ltd.
Rockford Tower CLO 2017-2 Ltd.
Rockford Tower CLO 2017-3 Ltd.
Rockford Tower CLO 2018-1 Ltd.
Rockford Tower CLO 2018-2 Ltd.
Rockford Tower CLO 2019-1 Ltd.
Rockford Tower CLO 2019-2 Ltd.
Rockford Tower CLO 2020-1 Ltd.
Rockford Tower CLO 2021-1 Ltd.
Rockford Tower CLO 2021-2 Ltd.
Rockford Tower CLO 2021-3 Ltd.
Rockford Tower CLO 2022-1 Ltd.
Rockford Tower Credit Funding I Ltd.
Royal Mail Pension Plan
Ruby CS LLC
SHCOF II Holdings LP
Silver Rock CLO I Ltd.
Silver Rock CLO II Ltd.
Silver Rock Opportunistic Credit Fund LP
Silver Rock Opportunities Fund I LP
SLC Management MAC Investments LP

Sound Point CLO II Ltd.
Sound Point CLO IV-R Ltd.
Sound Point CLO IX Ltd.
Sound Point CLO VIII-R Ltd.
Sound Point CLO VII-R Ltd.
Sound Point CLO VI-R Ltd.
Sound Point CLO V-R Ltd.
Sound Point CLO XIX Ltd.
Sound Point CLO XVI Ltd.
Sound Point CLO XVII Ltd.
Sound Point CLO XVIII Ltd.
Sound Point CLO XX Ltd.
Sound Point CLO XXI Ltd.
Sound Point CLO XXII Ltd.
Sound Point CLO XXIII Ltd.
Sound Point CLO XXIV Ltd.
Sound Point CLO XXIX Ltd.
Sound Point CLO XXV Ltd.
Sound Point CLO XXVI Ltd.
Sound Point CLO XXVII Ltd.
Sound Point CLO XXVIII Ltd.
Sound Point CLO XXX Ltd.
Sound Point CLO XXXI Ltd.
Sound Point CLO XXXIII Ltd.
Sound Point Senior Floating Rate Master Fund LP
Sound Point Tactical Loan Opportunity Master Fund I Designated Activity Company
SRF Plan Assets Opportunistic Credit Fund LP
State of Wyoming
Strategic Value Capital Solutions II MF LP
Strategic Value Capital Solutions Master Fund LP
Strategic Value Excelsior Fund LP
Strategic Value Special Situations Master Fund V LP
Trustmark Insurance Company
Venture 28A CLO Limited
Venture 31 CLO Limited
Venture 32 CLO Limited
Venture 33 CLO Limited
Venture 34 CLO Limited
Venture 35 CLO Limited
Venture 36 CLO Limited
Venture 37 CLO Limited
Venture 38 CLO Limited
Venture 39 CLO Limited
Venture 41 CLO Limited
Venture 42 CLO Limited
Venture 43 CLO Limited
Venture 44 CLO Limited
Venture 45 CLO Limited
Venture XIII CLO Limited
Venture XIX CLO Limited
Venture XV CLO Limited
Venture XXII CLO Limited
Venture XXIII CLO Limited
Venture XXIX CLO Limited
Venture XXVII CLO Limited
Venture XXVIII CLO Limited
Venture XXX CLO Limited
Victory Floating Rate Fund
Virtus Newfleet Multi-Sector Bond ETF
Virtus Newfleet Multi-Sector Intermediate Bond Fund
Virtus Newfleet Senior Floating Rate Fund
Virtus Seix Floating Rate High Income Fund
Virtus Total Return Fund Inc.
VVIT Virtus Newfleet Multi-Sector Intermediate Bond Series
Wellwater LLC
West Bend Mutual Insurance Co.
XAI Octagon Floating Rate & Alternative Income Term Trust
ZAIS CLO 13 Subsidiary 2024 LLC
ZAIS CLO 17 Subsidiary 2024 LLC

TOP 30 UNSECURED CREDITORS

3M Company
ACR Electronics, Inc.
Akzo Nobel Inc.
CMP Group Ltd.
East Penn Manufacturing Co., Inc.
Enersys Energy Products Inc.
Facility Solutions Group, Inc.
Garmin International, Inc.
Gross Mechanical Laboratories, Inc.
Kent Water Sports, LLC
Lippert Components Manufacturing, Inc.
Lumitec, LLC
Luxottica of America Inc.
Magma Products, LLC
Modern Recreational Technologies, Inc.
Navico, Inc.

New Nautical Coatings, Inc.
Pan Jack Industrial Co., Ltd.
Pelagic Inc.
Pentair Flow Technologies, LLC
Pure Fishing, Inc.
Raymarine, Inc.
Rocky Brands US, LLC
SEAFLO Marine & RV North America LLC
Sierra International, Inc.
Star Brite, Inc.
Teufelberger Fiber Rope Corporation
Virtual Supply, Inc.
Xylem Inc.
Yaesu USA, Inc.

LANDLORDS

100-14 Route 17 South Enterprises
1099 Royal, LLC
114 Huttleston Ave, LLC
1340 East 9th Street Realty Corp.
1850 E Ridge Rd, LLC
24757 Lorain Road, LLC
249 Route 37E Toms River, LLC
2700 Lighthouse Point, LLC
337 Lafayette Road, LLC
3680, LLC
409 Federal Street, LLC
Acme Vineyard Haven MA, LLC
Agree Limited Partnership
Agree Stores, LLC
Airport Associates
Alrose Patchogue, LLC
AM-GSR Exchange, LLC
Andrew S. Messick
Anse Berluchaud Land Co, LLC
Aqua Partners, LLC
ARG Management/North Hills, LLC
AWMPR001, LLC
B10 Mountain A WA, LLC
Back Cove Company
Bancap Marina Center, Inc.
Bayshore Village (US), Inc.
BC Exchange Salt Pond Master Tenant, LLC
Beacon Square Shopping Center, LLC
Bell - East Business Park I, LLC
Ben Stones, LLC
Block in Ballard II, LLC
Bonita L, LLC
Bornstu Limited Partnership
Bradshaw Corporate Plaza, L.P.
Branch Island Walk Associates, L.P.
BRE Mariner Marco Town Center, LLC
Brittan Corners Shopping Center, LLC
Brixmor Naples SC, LLC
Burlington Interstate Center, LLC
Business Park Realty
Capital Boulevard Shoppes, Inc.
Century Plaza Commercial, LLC
Charter Florida, LLC
Christopher R. Francy Revocable Living Trust
Circle Plaza Associates
Circuit Investors #2, Ltd.
City of Santa Barbara
CL Roosevelt Plaza FL, LLC
College Plaza Center, LLC
Columbia-BBB Westchester Shop Ctr
Columbiana Station (E&A), LLC
Colvest/Old Saybrook, LLC
Conch Harbor Retail Center, LLC
Crazy Horse Properties, LLC
CSM Investors, Inc.
David Fiori Inc.
Del Monte Ventures, LLC
DeLeo Brothers, LLC
Delray Plaza, LLC
DIR US Management, L.P.
DK North East Station, LLC
Dog River Marina & Boat Works Inc.
DoorDash Essentials, LLC
Dover Holding, LLC
DP 120, LLC, DP 121, LLC, and Sono Square Associates, LLC, as Tenants-in-Common
Eastern Plaza Shopping Center
Easton Investments Redux, LLC
Edwaar Realty Trust
Eiford Holdings, LLC
Endicott Plaza, LLC
Falmouth Retail, LLC

Fargus, Inc.
FL-Tarpon Square-HA, LLC
Fox Lake Property Management, LLC
Garten Family Partnership
Gas Lite, LLC
Gates of Fernandina, LLC
Gates of St. Johns, LLC
Gator Daytona Partners, Ltd.
George H. Hocker, Jr., Trustee
GG REIF I Sea Turtle, LLC
Golden Ring II, LLC
Golkar Enterprises
Grace Business Holdings, LLC
Grand Traverse Marketplace, LLC
Great Harbor Marina, Inc.
GSMS 2015-GS1 Loudon Road, LLC
GTB Clearwater LP
Hamilton, Kane, Martin Enterprises, Inc.
Harbour Place, LLC
Harlan D. Douglass Trust
Harrison 801-827, LLC
Herrington Partnership
Himes Realty Associates, Inc.
Hollister Equity Partners, LLC
HP Salmon Run, LLC
HRP Renaissance Market, LLC
Inlet Trade, LLC
Ishaan Lanier Plaza, LLC
ITAC - 192, LLC
Ivory Plaza Limited Partnership
J & D Rentals
Jackson-Amador Associates
Jantzen Beach Center 1767, LLC
K & N Falcon, LLC
Kemet Corporation
Kenneth Kirschenbaum
Knoll Crest Investors, Ltd.
Lafayette of Michigan, LLC
Lantana Village Owner, LLC
Latitude 35 Enterprises, LLC
Lewenauer Investment Company
Lewisville Towne Crossing, LLC
Lido Partners
Long76W, LLC
Luria Plaza, LLC d/b/a Majestic Plaza
Mahogany Partners I, LLC
Mamath Properties, Ltd.
Marin GRF3, LLC
Marina Waterside, LLC
Market Walk Station, LLC
Markets at Town Center 2478, LLC
MDC Coast 28, LLC
MGP XII South Shore Center, LLC
MMG Village Square, LLC
MSRC, LLC
Mt. Pleasant Square Assoc III, LLC
Nags Head Company, LLC
Naples Jensen, LLC
NB1, LLC
Nidami, LLC - Series 1
Northwoods Limited Partnership
NRP Parkside Marketplace, LLC
Oliveira Plaza SPE, LLC
One-Eleven, LLC
Ordnance Associates, LLC
Orlando Lee, LLC
Osrock, LLC
Pacific Realty Associates, L.P.
Pacific Resources Associates, LLC
Paramount Plaza at Brick, LLC
Patuxent Plaza, LLC
PEBB Soundview, LLC
Pifer Erie Limited, Ltd.
Pinecrest Plaza, LLC
Pink Plaza, LLC
Plymouth Plaza, LLC
Point Shoppes, LLC
Port Gardner Landing Commercial
PP&G Windsor 5, LLC
Primax Properties, LLC
Prologis Targeted U.S. Logistics Fund, L.P.
Protea Five, LLC
R.B.D. Investments, LLC
Real Sub, LLC
Realty Income Corporation
Red Apple Plaza, LLC
Red Rock Regency, LLC
Reef Investment Properties, LLC

Rehoboth Mall Limited Partnership
Royal Oaks, LLC
RP Associates
Russell Properties of Tequesta, LLC
Santa Cruz Freeholders
SC NMB Retail 3, LLC
Schmalzried Properties, LLC
Sea Mountain Ventures, LLC
Selby of Florida, LLC
Shoppes at City Centre, LLC
Shoreline Walco, LLC
Somers Point Builders, Inc.
South Central Oil Co., Inc.
South Towne Mall, LLC
Southeast Partners
Spencer Gulf, LLC
St. Andrews Center 254, LLC
Summit/Congress Plaza, LI
SUSO 2 Uptown LP
SVAP II Oceanside TC, LLC
Tea-Land Marine, LLC
Terminal Properties
Thalia Wayside Associates, LLP
The Harry & Jeanette Weinberg Foundation, Inc.
The Harry Leiser Revocable Trust
The Manzo Organization of Little Egg Harbor, LLC
The Paul C.K. Sun and Alice T.H. Sun Family Trust
The Rosemyr Corporation
The Smith and Young Company
The Sullivan Family Trust
Trident St. Clair, LLC
Troy Commons, LLC
TSR Trifecta Hunt Owner, LLC
UB Dockside, LLC
Valhalla Property Holding, LLC
Velvento Holdings, LLC
Vereit Real Estate, L.P.
Waite Family, LLC
WC Partners, LLC
West Marine Properties, Inc.
West Town Point, LLC
WFC Cape Coral, LLC
WMR Group, LLC
Woburn Plaza, LLC

UTILITY PROVIDERS

Alabama Power Company
Alameda Municipal Power
Alexandria Renew Enterprises
Ameren Missouri
AmeriGas
Anchorage Water & Wastewater Utility
Aqua Pennsylvania
Aquarion Water Company of Connecticut
Arizona Public Service
AT&T
Atlantic City Electric
Atmos Energy Corp
Autoridad de Acueductos y Alcantarillados
Autoridad de Energía Eléctrica
Avista
Baldwin EMC
Baltimore Gas and Electric (BGE)
Bay City Treasurer
Beaufort Jasper Water & Sanitation Authority
Braintree Electric Light Department
Braintree Water & Sewer Department
Brick Township Municipal Utilities Authority
Bucks County Water & Sewer Authority
California Water Service
Calvert County Treasurer
Cape Fear Public Utility Authority
Cascade Natural Gas
CenterPoint Energy
Central Maine Power
CenturyLink
Charleston Water System
Charter Communications Enterprise
Charter Township of Harrison
Chesapeake Utilities
Chugach Electric Association
City and County of Honolulu
City of Algonac
City of Anacortes
City of Austin
City of Buford

City of Calumet City
City of Cape Coral
City of Chicago
City of Clearwater
City of Cleveland Division of Water
City of Cocoa
City of Columbia, South Carolina
City of Corpus Christi
City of Crystal River
City of Daytona Beach
City of Deerfield Beach
City of Fort Lauderdale
City of Fort Walton Beach
City of Gainesville
City of Galveston Water Department
City of Grand Haven
City of Grand Rapids
City of Hollister
City of Lewisville
City of Long Beach
City of Mandeville
City of Marco Island
City of Muskegon Water & Sewer
City of Naples
City of New Bern
City of Newport Beach
City of North Miami Beach
City of North Myrtle Beach
City of Orange Beach
City of Osage Beach
City of Palm Coast
City of Panama City
City of Pensacola
City of Petoskey
City of Pittsburg, California
City of Pompano Beach
City of Port Hueneme
City of Port Townsend
City of Redding Utilities
City of Reno Utilities
City of Rock Hill
City of San Diego Public Utilities
City of Sandusky
City of Santa Barbara
City of Seattle
City of St. Augustine
City of St. Clair Shores
City of St. Petersburg
City of Tacoma
City of Tampa Utilities
City of Tarpon Springs
City of Taylor Water Department
City of Toledo Utilities
City of Troy Water
City of Vero Beach Utilities
City of Washington
City of West Melbourne
City of Winter Park
Clarke Mobile Counties Gas District
Claro
Cleco Power LLC
Columbia Gas of Ohio
Comcast Business
Commonwealth Edison (ComEd)
Comporium
Consolidated Waterworks District 1
Constellation NewEnergy Gas Division
Constellation NewEnergy Inc
Consumers Energy
Corporate Services Consultants, LLC
CoServ
Cox Business
DasiaNet LLC
Dead River Company
Delmarva Power
Delta Utilities
Destin Water Users Inc
Direct Energy Business
Dominion Energy South Carolina
Dominion Energy Virginia
DTE Energy
Duke Energy Payment Processing
Easton Utilities
Elizabethtown Gas
Emerald Coast Utilities Authority
Enbridge Gas North Carolina
Enbridge Gas Ohio
Energy United

ENGIE Resources LLC
Enstar
Entergy
Entergy New Orleans Inc
Eversource
Ferrellgas
Florida Keys Aqueduct Authority
Florida Keys Electric Cooperative Association Inc
Florida Power & Light
Florida Power & Light Northwest Florida
Fort Pierce Utilities Authority
Frontier Communications
Galveston County Water Control and Improvement District #12
Georgia Power
Grand Haven Board of Light & Power
Grand Strand Water & Sewer Authority
Granite Telecommunications
Green Mountain Power
Hampton Roads Sanitation District (HRSD)
Hawaiian Electric Company
Hernando County Utilities
Hilton Head Public Service District
Holland Charter Township
Indian River County Utilities
Jacksonville Electric Authority (JEA)
Jefferson County PUD No. 1
Jersey Central Power & Light
Keys Energy Services
Knoxville Utilities Board
KW Resort Utilities Corp
Lafayette Utilities System
Lake Havasu City
Lansing Board of Water & Light
Lee County Electric Cooperative
Lee County Utilities
Los Angeles County Waterworks
Los Angeles Department of Water and Power
LUMA Energy
Madison Gas and Electric
Manatee County Utilities Department
Marblehead Municipal Light Department
Marin Municipal Water District
Marin Water
Martin County Utilities
Masergy Cloud Communications, Inc.
Miami-Dade Water and Sewer Department
Michigan Gas Utilities
Mid-Carolina Electric Cooperative
Middlesex Water Company
Mississippi Power Company
Mobile Area Water & Sewer System
Monona Water Utility
Mount Pleasant Waterworks
National Fuel
National Grid
New Jersey American Water
New Jersey Natural Gas Company
Newport News Waterworks
Nicor Gas
North Shore Gas
North Shore Water Reclamation District
Northeast Ohio Regional Sewer District
NV Energy
NW Natural
Ohio Edison
Orange Beach Water Authority
Ottawa County Sanitary Engineer
Pacific Gas and Electric (PG&E)
Palmetto Electric Cooperative
PECO Energy Company
Peoples Gas
PepUp
Piedmont Natural Gas
Poore's Propane
Portland General Electric
Prince William County Service Authority
PSEG Long Island
Public Service Electric and Gas (PSE&G)
Puget Sound Energy
Republic Services #172
Rhode Island Energy
Rochester Gas & Electric
Sacramento Municipal Utility District
San Diego Gas & Electric
Sandpiper Energy Inc
Santee Cooper
Sarasota County Public Utilities

SCANA Energy
Seacoast Utility Authority
SEMCO Energy Gas Company
Sewerage & Water Board of New Orleans
SmartestEnergy
Snohomish County Public Utility District
South Burlington Water Department
South Coast Water District
South Jersey Gas
South Norwalk Electric & Water
Southern California Edison
Southern California Gas Company
Southern Connecticut Gas Company
Southern Maryland Electric Cooperative
Southwest Harbor Water & Sewer District
Spicer Gas Company
Spokane County Water District #3
St. Tammany Parish Department of Utilities
Sturgeon Bay Utilities
Suffolk County Water Authority
Superior Plus Propane
Tampa Electric
TECO Energy Inc
Texas Gas Service
The Connecticut Water Company
The Illuminating Company
The United Illuminating Company
Think Utility Services Inc
T-Mobile
Toledo Edison Co
Town of Danvers
Town of Fairhaven
Town of Lantana
Town of Morehead City
Town of Rock Hall
Town of Seabrook
Town of Stonington, Connecticut
Township of Middletown Sewerage Authority
TXU Energy
Unitil Corporation
UNS Electric Inc
Verizon Connect Fleet USA LLC
Verizon My Business
Verizon Wireless
Vermont Gas Systems, Inc.
Versant Power
Village of Tequesta
Village of Winthrop Harbor
Virginia American Water
Virginia Natural Gas
Washington Gas
Water Check Inc
WE Energies
Windstream
Wisconsin Public Service
Withlacoochee River Electric Cooperative
WorldNet Telecommunications Inc
Xcel Energy
York County Natural Gas Authority
York Electric Cooperative Inc

MAJOR VENDORS

3M Company
ACR Electronics
Cass Information Systems
East Penn Manufacturing
Enersys Energy Products Inc
Garmin Communications & Navigation
Google, LLC
International Paint dba Interlux Paint
Lippert Components Manufacturing
Marinco
Modern Recreational Tech
Navico, Inc.
Orion Safety Products
Paypool LLC
Raymarine, Inc.
Sierra International LLC
Starbrite
Triumphpay
Virtual Supply Inc
Xylem Inc

DELAWARE BANKRUPTCY COURT STAFF

Al Lugano
Amanda Hrycak
Cacia Batts
Claire Brady
Danielle Gadson

Demitra Yeager
Jill Walker
Laura Haney
Laurie Capp
Lora Johnson
Marquietta Lopez
Nickita Barksdale
Nikki Washington
Paula Subda
Stephen Grant
Rachel Bello
Xavier Hurt

DELAWARE BANKRUPTCY COURT JUDGES

Chief Judge Karen B. Owens
Judge Brendan L. Shannon
Judge Craig T. Goldblatt
Judge J. Kate Stickles
Judge Laurie Selber Silverstein
Judge Mary F. Walrath
Judge Thomas M. Horan

OFFICE OF THE UNITED STATES TRUSTEE

Andrew R. Vara
Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. Mccollum
Hawa Konde
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph McMahon
Lauren Attix
Linda Casey
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch

Exhibit C

Engagement Agreement

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VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 1 day of May 2026, between Rising Tide Holdings Inc. (together with its affiliates and subsidiaries, the "Company"),[1] and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). 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. Verita 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. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita'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 "Verita Fee Structure").

C. Without limiting the generality of the foregoing, Verita 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 Verita 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 Verita 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 Verita.

E. The Company acknowledges and agrees that Verita 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 Verita 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 Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

[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.

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VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 10%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable and documented transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (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 Verita and the Company, 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 Verita or paid by Verita to a taxing authority.

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

E. Verita agrees to submit its invoices to the Company monthly or more frequently at the request of the Company, and the Company agrees that the amount invoiced is due and payable within five (5) business days upon the Company's receipt of the invoice. Verita'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 Verita reasonably believes it will not be paid, Verita 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 Verita 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 Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable 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 Verita and the Company. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita 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, Verita shall receive a retainer in the amount of $50,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the

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VERITA AGREEMENT FOR SERVICES

Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita 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 Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. 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 Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. 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 Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita with whom the Company has had contact with during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention; *provided, however,* that the Company shall not be prohibited from soliciting or employing any such person through any recruiting firm that has not been directed to target the Company's employees or as a result of general advertisements for employment.

V. CONFIDENTIALITY

Each of Verita 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) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of

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invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita 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 Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita'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 Verita and the Company) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Subject to the confidentiality provisions herein, any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita 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 fees and expenses in a commercially reasonable amount determined by the parties in good faith imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita 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 (email to suffice). Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita 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

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita 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.

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

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

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VERITA AGREEMENT FOR SERVICES

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, 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 Verita 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.

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

D. The Company agrees that except as expressly set forth herein, Verita 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.

IX. FORCE MAJEURE

Verita 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.

X. INDEPENDENT CONTRACTORS

The Company and Verita 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.

XI. 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:

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KCC/Verita Global, LLC	Rising Tide Holdings Inc.
222 N. Pacific Coast Highway, 3rd Floor	1 East Broward Boulevard
El Segundo, CA 90245	Fort Lauderdale, FL 33301
Attn: Drake D. Foster	Attn: Paulee Day
Tel: (310) 823-9000	Email:
Fax: (310) 823-9133	Tel:
E-Mail: dfoster@veritaglobal.com	Fax: pauleed@westmarine.com

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

XII. 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.

XIII. 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. The Company 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 Verita.

XIV. 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.

XV. 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 Verita to a wholly-owned subsidiary or affiliate of Verita.

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VERITA AGREEMENT FOR SERVICES

XVI. 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.

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

Kurtzman Carson Consultants, LLC dba Verita Global

Evan J. Gershbein

BY: Evan Gershbein DATE: 04-May-2026 | 6:10:15 PM EDT
TITLE: EVP, Corporate Restructuring Services

Rising Tide Holdings Inc.

Signed by:
Paulee Day
C9E48C69272C0473...

BY: Paulee Day DATE: 5/4/2026
TITLE: Chief Executive Officer

Fee Structure

Consulting Services & Rates[1]

Position	Hourly Rate
Analyst	$24 - $48
The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.	
Technology/Programming Consultant[2]	$28 - $76
The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.	
Consultant/Senior Consultant/Director	$52 - $192
The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience. The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience. The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.	
Securities/Senior Consultant	$196
The Securities/Senior Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Securities Lead/Director	$200
The Securities Lead/Director oversees all activities of the group and provide counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.	
Holidays and Weekday Overtime[3]	Waived

[1] Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.
[2] Certain technology development fees may be applicable.
[3] Certain additional charges may apply for weekend services.

Printing & Noticing Services

Service	Fee
Printing	$0.12 per image[4] (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived[5]
Fax noticing	$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper/Media	Quote prior to publishing

Claims Administration & Management Expenses

Service	Fee
License fee and data storage	$0.12 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived
Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics	

Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

[4] Print surcharges of $0.05 per image may apply to mailings required to be sent outside of normal business hours (8am – 6pm ET, Monday through Friday, excluding public holidays)
[5] A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties

Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response (“IVR”)	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call center	Standard hourly rates

Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges