IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
VALVES AND CONTROLS US, INC.,	:	**Case No. 25 – 11403 (TMH)**
Debtor.[1]	:	**Objection Deadline: August 22, 2025 at 4:00 p.m. (ET)** **Hearing Date: September 3, 2025 at 2:00 p.m. (ET)**

APPLICATION OF DEBTOR FOR ENTRY OF ORDER AUTHORIZING RETENTION AND APPOINTMENT OF KROLL RESTRUCTURING ADMINISTRATION LLC AS ADMINISTRATIVE ADVISOR FOR DEBTOR

Valves and Controls US, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), respectfully represents as follows:

Relief Requested

1. By this application (the "**Application**"), pursuant to section 327(a) of title 11 of the United States Code (the "**Bankruptcy Code**"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Bankruptcy Rules**"), the Debtor requests that United States Bankruptcy Court for the District of Delaware (the "**Court**") authorize the Debtor to employ and retain Kroll Restructuring Administration LLC ("**Kroll**") as the administrative advisor for the Debtor in this chapter 11 case (the "**Administrative Advisor**"), effective as of Petition Date (as defined below), in accordance with the terms and conditions of that certain engagement letter dated March 18, 2025, a copy of which is annexed hereto as **Exhibit A** (the "**Engagement Agreement**").

[1] The last four digits of the Debtor's federal tax identification number are 3959. The Debtor's mailing address is 777 Main Street, Suite 2050, Fort Worth, TX 76102.

2. On July 25, 2025, the Debtor filed an application [Docket No. 3] (the "**Section 156(c) Application**") for an order appointing Kroll as claims and noticing agent in the Debtor's chapter 11 case, effective as of the Petition Date, pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, and Local Rule 2002-1(f). The Section 156(c) Application was approved by the Court on July 31, 2025 [Docket No. 36]. The Debtor believes that administration of this chapter 11 case will require Kroll to perform duties outside the scope requested in the Section 156(c) Application.

3. In support of this Application, the Debtor submits the Declaration of Benjamin J. Steele (the "**Steele Declaration**"), which is annexed hereto as **Exhibit B**.

4. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit C** (the "**Proposed Order**").

Background

5. On July 25, 2025 (the "**Petition Date**"), the Debtor commenced with the Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtor is authorized to continue to operate as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this chapter 11 case.

6. Additional information regarding the Debtor's business and the circumstances leading to the commencement of this chapter 11 case is set forth in the *Declaration of Scott M. Tandberg in Support of Debtor's Chapter 11 Petition and First Day Relief*, sworn to on the Petition Date (the "**First Day Declaration**") [Docket No. 2], which is incorporated by reference herein.

Jurisdiction and Venue

7. 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 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. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtor consents to the entry of a final order by the Court in connection with this Application if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Kroll's Qualifications and Appointment

8. Kroll is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll'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. Kroll's professionals have acted as debtor's counsel, official claims and noticing agent, or administrative advisor in many large bankruptcy cases in this District and in other districts nationwide. Kroll's active and former cases include the following: *WW International, Inc.*, No. 25-10829 (CTG) (Bankr. D. Del.); *JOANN Inc.*, No. 25-10068 (CTG) (Bankr. D. Del.); *Mondee Holdings, Inc.*, No. 25-10047 (JKS) (Bankr. D. Del.); *Omega Therapeutics, Inc.*, No. 25-10211 (BLS) (Bankr. D. Del.); *Acorda Therapeutics, Inc.*, No. 24-22284 (DSJ) (Bankr. S.D.N.Y.); *GOL Linhas Aéreas Inteligentes S.A.*, No. 24-10118 (MG) (Bankr. S.D.N.Y.); *SVB Financial Group*, No. 23-10367 (MG) (Bankr. S.D.N.Y.); *Hooters of America, LLC*, No. 25-80078 (SWE) (Bankr.

N.D. Tex.); *Zips Car Wash, LLC*, No. 25-80069 (MVL) (Bankr. N.D. Tex.); *New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J.); and *23andMe Holding Co.*, No. 25-40976 (BCW) (Bankr. E.D. Mo.).

<u>Services to be Provided</u>

9. Pursuant to the Engagement Agreement, the Debtor seeks to retain Kroll to provide, among other things, the following bankruptcy administration services, if and to the extent requested:

(a) assist with, among other things, solicitation, balloting, and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;

(b) prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;

(c) assist with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;

(d) provide a confidential data room, if requested;

(e) manage and coordinate any distributions pursuant to a chapter 11 plan; and

(f) provide such other processing, solicitation, balloting and, other administrative services described in the Engagement Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtor, the Court or the Office of the Clerk of the Bankruptcy Court (the "**Clerk**").

<u>Professional Compensation</u>

10. The fees Kroll will charge in connection with providing services to the Debtor are set forth in the Engagement Agreement. The Debtor respectfully submits that Kroll's rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtor conducted a review and competitive comparison of other firms and reviewed the rates of other firms before selecting Kroll as Administrative Advisor. The Debtor believes

Kroll's rates are more than reasonable given the quality of Kroll's services and its professionals' bankruptcy expertise. Additionally, Kroll will seek reimbursement from the Debtor for reasonable expenses in accordance with the terms of the Engagement Agreement.

11. Kroll intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in connection with the services it provides as Administrative Advisor pursuant to the Engagement Agreement. Kroll will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any orders entered in this chapter 11 case regarding professional compensation and reimbursement of expenses.

12. As stated in the Section 156(c) Application, prior to the Petition Date, the Debtor provided Kroll with an advance in the amount of $50,000.00, which was received by Kroll on April 3, 2025. In addition, on May 28, 2025, Kroll received payment in the amount of $10,000 for actual or estimated prepetition fees and expenses. Kroll applied a portion of the advance (which is subject to replenishment in accordance with the order approving the 156(c) Application) to cover these fees and expenses. Except as stated in this paragraph, Kroll has not received any payments from the Debtor in the 90 days prior to the Petition Date.

13. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Kroll and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Kroll's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of an Administrative Advisor in this chapter 11 case.

No Duplication of Services

14. The Debtor intends that the services of Kroll will complement, and not duplicate, the services being rendered by other professionals retained in this chapter 11 case. Kroll understands that the Debtor has retained and may retain additional professionals during the term of the engagement, and Kroll will work cooperatively with such professionals to integrate any work conducted by the professionals on behalf of the Debtor.

Disinterestedness

15. Kroll has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Steele Declaration, Kroll is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

16. Kroll believes that it does not have any relationships with creditors or parties in interest that would present a disqualifying conflict of interest. Kroll will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Relief Requested Should be Granted

17. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

> [M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested

> persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

18. Bankruptcy Rule 2014(a) requires that an application for retention include:

> [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, and proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Fed. R. Bankr. P. 2014.

19. In light of the size and complexity of this chapter 11 case, the Debtor respectfully submits that retaining and employing Kroll pursuant to the terms of the Engagement Agreement is necessary and in the best interests of the Debtor's estate and all parties in interest to this chapter 11 case. The Debtor also believes that the terms and conditions of the Engagement Agreement are reasonable in light of the anticipated high volume of creditors and other parties-in-interest that will be involved in this case.

20. Accordingly, to help manage administrative tasks with respect to the thousands of creditors and other parties in interest that are expected to be involved in the Debtor's chapter 11 case, and the complexity of the case, the Debtor respectfully requests the Court enter an order appointing Kroll as the Administrative Advisor in this chapter 11 case pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014-1.

Notice

21. Notice of this Application will be provided to (i) the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), (ii) the top 20 law firms with the most significant representations of parties asserting asbestos claims against the Debtor, and (iii)

any other party entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor believes that no further notice is required.

WHEREFORE the Debtor respectfully requests entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: August 7, 2025
New York, New York

VALVES AND CONTROLS US, INC.,

/s/ Scott M. Tandberg
Name: Scott M. Tandberg
Title: Chief Restructuring Officer

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	
VALVES AND CONTROLS US, INC.,	:	**Case No. 25 – 11403 (TMH)**
	:	
Debtor.[1]	:	**Objection Deadline: August 22, 2025 at 4:00 p.m. (ET)**
		Hearing Date: September 3, 2025 at 2:00 p.m. (ET)

NOTICE OF APPLICATION OF DEBTOR FOR ENTRY OF ORDER AUTHORIZING RETENTION AND APPOINTMENT OF KROLL RESTRUCTURING ADMINISTRATION LLC AS ADMINISTRATIVE ADVISOR FOR DEBTOR

PLEASE TAKE NOTICE that on August 7, 2025, the above-captioned debtor and debtor in possession (the "**Debtor**"), by and through its undersigned proposed counsel, filed with the United States Bankruptcy Court for the District of Delaware (the "**Court**") the *Application of Debtor for Entry of Order Authorizing Retention and Appointment of Kroll Restructuring Administration LLC as Administrative Advisor for Debtor* (the "**Application**"), a copy of which is annexed to this Notice.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the relief sought in the Application will be held on **September 3, 2025 at 2:00 p.m. (ET)** before The Honorable Thomas M. Horan, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 N. Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the entry of an order granting the relief sought in the Application must be filed on or before **August 22, 2025 at 4:00 p.m. (ET) (the "Objection Deadline")** with the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the response or objection upon the undersigned proposed counsel to the Debtor so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO PROPERLY FILE AND SERVE A RESPONSE ON OR BEFORE THE OBJECTION DEADLINE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

[1] The last four digits of the Debtor's federal tax identification number are 3959. The Debtor's mailing address is 777 Main Street, Suite 2050, Fort Worth, TX 76102.

Dated: August 7, 2025
Wilmington, Delaware

/s/ Patrick J. Reilley

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-and-

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Proposed Attorneys for Debtor
and Debtor in Possession

Exhibit A

Engagement Agreement

KROLL RESTRUCTURING ADMINISTRATION

Kroll Restructuring Administration LLC Engagement Agreement

This Agreement is entered into as of March 18, 2025 between Kroll Restructuring Administration LLC ("***Kroll***") and Valves and Controls US, Inc. (together with its affiliates and subsidiaries, the "***Company***").[1]

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

(a) Kroll agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "***Services***").

(b) The Company acknowledges and agrees that Kroll will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "***Company Parties***") with respect to providing Services hereunder. The parties agree that Kroll 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.

(c) The Company agrees and understands that Kroll shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

(a) Kroll will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "***Rate Structure***"); provided, however that Kroll will provide a discount of 20% off the attached hourly rates. The Company agrees to pay for reasonable and documented out of pocket expenses incurred by Kroll in connection with providing Services hereunder.

(b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.

(c) Kroll will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed $10,000 (e.g., publication notice), Kroll may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

(d) In case of a good faith dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Kroll within 10 days of receipt of the invoice. The

[1] The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case.

undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.

(e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.

(f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Kroll or paid by Kroll to a taxing authority.

(g) Upon execution of this Agreement, the Company shall pay Kroll an advance of $50,000. Kroll may use such advance against unpaid fees and expenses hereunder. Kroll may use the advance against all prepetition fees and expenses, which advance then shall be replenished immediately by the Company to the original advance amount; thereafter, Kroll may hold such advance to apply against unpaid fees and expenses hereunder.

(h) Kroll reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If any annual increase to the hourly rates therein represents an increase greater than 10% from the previous year's levels, Kroll shall provide 30 days' notice to the Company of such increases.

3. **<u>Retention in Bankruptcy Case</u>**

(a) If the Company commences a case pursuant to title 11 of the United States Code (the "***Bankruptcy Code***"), the Company promptly shall file applications with the Bankruptcy Court to retain Kroll (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Kroll.

(b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Kroll will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. **<u>Confidentiality</u>**

(a) The Company and Kroll agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the party's possession or known to it and not subject to a previous confidentiality obligation or the receiving party did not know such information was subject to confidentiality, independently developed, lawfully obtained from a third party and not subject to a previous confidentiality obligation or the receiving party did not know such information was subject to confidentiality, or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.

(b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

KROLL
RESTRUCTURING ADMINISTRATION

5. Property Rights

Kroll reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "***Property***") furnished by Kroll for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Kroll hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Kroll shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that such accounts or other financial products are provided to the Company, pursuant to Kroll's agreement(s) with financial institutions, Kroll may receive fees and other compensation from such institutions.

7. Term and Termination

(a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to the other party; or (ii) immediately upon written notice for Cause (as defined herein). "***Cause***" means (i) gross negligence or willful misconduct of Kroll that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) prior to a chapter 11 filing, the failure of the Company to pay Kroll invoices for more than 60 days from the date of the Company's receipt of such invoice or (iii) the accrual of invoices or unpaid Services in excess of the retainer held by Kroll where Kroll reasonably believes it will not be paid.

(b) If this Agreement is terminated after Kroll is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Kroll of its duties under such retention, which order shall be in form and substance reasonably acceptable to Kroll.

(c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Kroll hereunder, provided that to the extent any postpetition amounts accrue hereunder, the Company shall only be liable for such amounts to the extent such amounts have been approved by the Bankruptcy Court.

(d) If this Agreement is terminated, Kroll 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 Kroll shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Kroll makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. <u>Indemnification</u>

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Kroll and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the "***Indemnified Parties***") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "***Losses***") resulting from, arising out of or related to Kroll's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Kroll and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.

(c) The Company's indemnification of Kroll hereunder shall exclude Losses resulting from Kroll's gross negligence, bad faith, or willful misconduct.

(d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. <u>Limitations of Liability</u>

Except as expressly provided herein, Kroll's liability to the Company for any Losses, unless due to Kroll's gross negligence, bad faith, or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Kroll's liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Kroll for Services provided hereunder. In no event shall either party 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 hereunder.

11. <u>Company Data</u>

(a) The Company is responsible for, and Kroll does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Kroll and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "**<u>SOFAs and Schedules</u>**"). To the extent that Kroll does not alter such SOFAs and Schedules, Kroll bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

(b) The Company agrees, represents and warrants to Kroll that before delivery of any information to Kroll: (i) the Company has full authority to deliver such information to Kroll; and (ii) Kroll is authorized to use such information to perform Services hereunder, unless otherwise instructed .

(c) Any data, storage media, programs or other materials furnished to Kroll by the Company may be retained by Kroll until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Kroll under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Kroll. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Kroll's Services for a period of 90 days or more, Kroll may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice; provided that undeliverable mail may be disposed of upon closing of the case without notice to the client. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Kroll.

(d) If Kroll is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

(e) Following commencement by the Company of any case under the Bankruptcy Code, Kroll may use Company's name and logo on its website and in its promotional materials to state that Company is a customer of Kroll and its Services during and after the term of this Agreement.

(f) Kroll agrees, represents, and warrants to the Company that it shall not make Company claims, data or any other information provided by the Company hereunder available to any third party (except as necessary to provide the Services), including Xclaim Inc., in any form other than Kroll's website designed for the Company's chapter 11 case, without the express written consent (email being sufficient) of the Company or Company Parties.

12. <u>Non-Solicitation</u>

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Kroll during the term of this Agreement and for a period of 12 months after termination thereof unless Kroll provides prior written consent to such solicitation or retention.

13. <u>Force Majeure</u>

Whenever performance by Kroll of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Kroll's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

14. <u>Choice of Law</u>

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.

15. <u>Arbitration</u>

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in New York, New York in accordance with the United States Arbitration Act.

16. <u>Integration; Severability; Modifications; Assignment</u>

(a) 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, agreements and communications between the parties relating to the subject matter hereof.

(b) 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.

(c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Kroll.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Kroll may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

17. Effectiveness of Counterparts

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

18. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Kroll:

Kroll Restructuring Administration LLC
1 World Trade Center, 31st Floor
New York, NY 10007
Attn: Legal Department
Tel: 212-257-5450
Email: Legal@kbs.kroll.com

If to the Company:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Lauren Tauro
Tel: 212-310-8025
Email: lauren.tauro@weil.com

[Signature page follows]

KROLL RESTRUCTURING ADMINISTRATION

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

Kroll Restructuring Administration LLC

By: Christina Pullo
Title: Managing Director

Valves and Controls US, Inc.

Signed by:
Asa Altmark
D01F09A91B2E4B9...

By: Asa Altmark
Title: President

KROLL

RATES

Quality.
Partnership.
Expertise.
Innovation.

Claims and Noticing Rates

TITLE	HOURLY RATE
Analyst The Analyst processes data, including proofs of claim, ballots and return mail, and executes outgoing mailings with adherence to strict quality control standards.	$35 - $60
Technology Consultant The Technology Consultant provides database support for complex reporting requirements and administers complicated variable data mailings.	$50 - $135
Consultant/Senior Consultant The Consultant is the day-to-day contact for mailings, updates the case website, prepares and executes affidavits of service, responds to creditor inquiries and maintains the official claim register, including processing claims objections and transfers. The Senior Consultant directs the data collection process for the master mailing list, oversees all mailings, performs quality control checks on claim and other data processes, and generates claim and other reports.	$75 - $205
Director The Director is the lead contact for the company, counsel and advisors on the engagement and oversees all aspects of the bankruptcy administration, including managing the internal client service team and coordinating among case professionals.	$215 - $265

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Solicitation, Balloting and Tabulation
Statements of Financial Affairs/Schedules of Assets and Liabilities

TITLE	HOURLY RATE
Solicitation Consultant; SOFA/Schedule Consultant The Solicitation Consultant reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. In addition, the Solicitation Consultant prepares customized reports relating to voting and other corporate events (such as exchange offers and rights subscriptions) and interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and other communications. The SOFA/Schedule Consultant directs the data collection process for the SOFAs and Schedules and prepares the official forms.	$235
Solicitation Director; SOFA/Schedule Director The Director of Solicitation is the lead client service contact in the plan solicitation process. The Director oversees and coordinates soliciting creditor votes on a plan of reorganization and will attest to solicitation processes and results. The Director also advises on public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of these processes. The SOFA/Schedule Director works closely with the company and advisors to oversee all aspects of collecting SOFA/Schedule data and preparing the official forms.	$275

Managing Directors and Experts

TITLE	HOURLY RATE
Managing Director Kroll Restructuring Administration's Managing Directors are expert witnesses or former restructuring professionals averaging more than 15 years of experience across hundreds or thousands of bankruptcy and other engagements.	$300

About Kroll
Kroll provides proprietary data, technology and insights to help our clients stay ahead of complex demands related to risk, governance and growth. Our solutions deliver a powerful competitive advantage, enabling faster, smarter and more sustainable decisions. With 5,000 experts around the world, we create value and impact for our clients and communities. To learn more, visit www.kroll.com.

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Printing & Noticing Services	
Printing	$0.12 per page
Customization/Envelope Printing	No charge
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
Standard E-mail Noticing	No charge
Fax Noticing	No charge
Proof of Claim Acknowledgment Card	$.10 per card
Envelopes	Varies by Size
Newspaper and Legal Notice Publishing	
Coordinate and publish legal notices	Available on request
Case Website	
Case Website setup	No charge
Case Website hosting	No charge
Update case docket and claims register	No charge
Client Access	
Access to secure client login (unlimited users)	No charge
Client customizable reports on demand or via scheduled email delivery (unlimited quantity)	No charge
Real time dashboard analytics measuring claim and ballot information and document processing status	No charge
Data Administration and Management	
Kroll does not charge for automated processes, encrypted bandwidth and other similar components of overhead.	
Inputting proofs of claim and ballots	Standard hourly rates (no per claim or ballot charge)
Electronic Imaging	$0.12 per image
Data Storage, maintenance and security	$0.10 per record per month

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Virtual Data Rooms	Available on request
Electronic Data Collection Platform	
Electronic claim filing, ballot submission and complex data collection platform	No charge
Call Center Services	
Case-specific voice-mail box	No charge
Interactive Voice Response ("IVR")	No charge
Monthly maintenance	No charge
Call center personnel	Standard hourly rates
Live chat	Standard hourly rates
Disbursement Services & Securities Eligibility Services	
Securities Eligibility Services	Available on request
Payment issuance (check, wire, ACH, digital) and/or Form 1099	Available on request
W-9 solicitation and maintenance of EIN/TIN database	Standard rates

Exhibit B

Steele Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	
VALVES AND CONTROLS US, INC.,	:	**Case No. 25-11403 (TMH)**
	:	
Debtor.[1]	:	

DECLARATION OF BENJAMIN J. STEELE IN SUPPORT OF APPLICATION OF DEBTOR FOR ORDER AUTHORIZING RETENTION AND APPOINTMENT OF KROLL RESTRUCTURING ADMINISTRATION LLC AS ADMINISTRATIVE ADVISOR FOR DEBTOR

I, Benjamin J. Steele, under penalty of perjury, declare as follows:

1. I am a Managing Director of Kroll Restructuring Administration LLC ("**Kroll**"), a chapter 11 administrative services firm whose headquarters are located at 1 World Trade Center, 31st Floor, New York, NY 10007. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration (the "**Declaration**") in support of the *Application of Debtor for Order Authorizing Retention and Appointment of Kroll Restructuring Administration LLC as Administrative Advisor for Debtor*, which was filed contemporaneously herewith (the "**Application**").[2]

3. Kroll is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll's professionals have experience in noticing, claims administration, solicitation, balloting and

[1] The last four digits of the Debtor's federal tax identification number are 3959. The Debtor's mailing address is 777 Main Street, Suite 2050, Fort Worth, TX 76102.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

facilitating other administrative aspects of chapter 11 cases, and experience in matters of this size and complexity. Kroll's professionals have acted as debtor's counsel, official claims and noticing agent, or administrative advisor in many large bankruptcy cases in this District and in other districts nationwide. Kroll's active and former cases include: *WW International, Inc.*, No. 25-10829 (CTG) (Bankr. D. Del.); *JOANN Inc.*, No. 25-10068 (CTG) (Bankr. D. Del.); *Mondee Holdings, Inc.*, No. 25-10047 (JKS) (Bankr. D. Del.); *Omega Therapeutics, Inc.*, No. 25-10211 (BLS) (Bankr. D. Del.); *Acorda Therapeutics, Inc.*, No. 24-22284 (DSJ) (Bankr. S.D.N.Y.); *GOL Linhas Aéreas Inteligentes S.A.*, No. 24-10118 (MG) (Bankr. S.D.N.Y.); *SVB Financial Group*, No. 23-10367 (MG) (Bankr. S.D.N.Y.); *Hooters of America, LLC*, No. 25-80078 (SWE) (Bankr. N.D. Tex.); *Zips Car Wash, LLC*, No. 25-80069 (MVL) (Bankr. N.D. Tex.); *New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J.); and *23andMe Holding Co.*, No. 25-40976 (BCW) (Bankr. E.D. Mo.).

4. As Administrative Advisor, Kroll will perform the bankruptcy administration services specified in the Application and the Engagement Agreement. In performing such services, Kroll will charge the Debtor the rates set forth in the Engagement Agreement, which is annexed as Exhibit A to the Application.

5. As stated in the Section 156(c) Application, prior to the Petition Date, the Debtor provided Kroll an advance in the amount of $50,000.00, which was received by Kroll on April 3, 2025. In addition, on May 28, 2025, Kroll received payment in the amount of $10,000 for actual or estimated prepetition fees and expenses. Kroll applied a portion of the advance (which is subject to replenishment in accordance with the order approving the 156(c) Application) to cover these fees and expenses. Except as stated in this paragraph, Kroll has not received any payments from the Debtor in the 90 days prior to the Petition Date.

6. Kroll is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that Kroll and its professional personnel:

(a) are not creditors, equity security holders, or insiders of the Debtor;

(b) are not and were not, within two years before the date of the filing of this case, directors, officers, or employees of the Debtor; and

(c) do not have an interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

7. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "**Potential Parties in Interest**") in this chapter 11 case. The list of Potential Parties in Interest was provided by the Debtor and included the Debtor, non-Debtor affiliates, current and former directors and officers of the Debtor, significant stockholders, secured creditors, lenders, contract counterparties, governmental authorities, the U.S. Trustee and persons employed in the office of the U.S. Trustee, and other parties. The results of the conflict check were compiled and reviewed by Kroll professionals under my supervision, and all results of such check (if any) are set forth herein. At this time, and as set forth in further detail herein, Kroll is not aware of any connection that would present a disqualifying conflict of interest. Should Kroll discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Kroll will use reasonable efforts to file promptly a supplemental declaration.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Kroll, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors or other relevant parties. Kroll may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Kroll serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.

9. Certain of Kroll's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in this case. Such firms include Kirkland & Ellis LLP; Weil, Gotshal & Manges LLP ("**Weil**"); O'Melveny & Myers LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Willkie Farr & Gallagher LLP; Jones Day; Shearman & Sterling LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Faegre Drinker Biddle & Reath LLP; KPMG LLP; PricewaterhouseCoopers LLP; Epiq Bankruptcy Solutions, LLC; Donlin, Recano & Company, Inc., and Kurtzman Carson Consultants LLC. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtor while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when this chapter 11 case was filed.

10. Christina Pullo, Managing Director, Head of Restructuring Administration and Issuer Services at Kroll, was previously an associate at Weil, counsel to the Debtor in this chapter 11 case. Certain other employees of Kroll were also formerly associates at Weil. Ms. Pullo left Weil in May 2009. Neither Ms. Pullo nor any other former Weil associates now working at Kroll worked on any matters involving the Debtor during their time at Weil.

11. Stephen Karotkin is a consultant at Weil. Mr. Karotkin's son, Joshua Karotkin, a Director at Kroll, has been an employee of Kroll since April 2014. Kroll does not believe that this relationship presents an interest adverse to the Debtor but is disclosing this connection out of an abundance of caution.

12. Kroll is an indirect subsidiary of Kroll, LLC ("**Kroll Parent**"). Kroll Parent is the world's premier provider of services and digital products related to governance, risk and transparency. Within the Kroll Parent corporate structure, Kroll operates independently from Kroll

Parent. As such, any relationships that Kroll Parent and its affiliates maintain do not create an interest of Kroll's that is materially adverse to the Debtor's estate or any class of creditors or security holders. Kroll Parent is not currently identified on the Potential Parties in Interest list, but Kroll makes this disclosure out of an abundance of caution.

13. Kroll has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Kroll and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtor's chapter 11 case. Kroll may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or the Debtor.

14. Kroll, and its personnel in their individual capacities, regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Kroll or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. All engagements where such firms represent Kroll or its personnel in their individual capacities are unrelated to this chapter 11 case.

15. As part of its conflicts check process, Kroll submitted for review by each of its employees the list of Potential Parties in Interest provided by the Debtor to determine whether any employee holds an adverse interest to any of the Debtor or is a "disinterested person," as such term is defined in the Bankruptcy Code. In addition, the employees of Kroll were asked to review their investment holdings, to the extent possible, to determine whether they have any direct or indirect ownership of the Debtor's securities. Upon information and belief, and upon such reasonable inquiry by Kroll and the results thereof, Kroll is not aware that any of its employees

directly or indirectly own any debt or equity securities of a company that is a Debtor or of any of its affiliates. Moreover, Kroll has a policy prohibiting its employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to non-discretionary Investment Funds (as defined below), all Kroll employees are barred from trading in securities with respect to matters in which Kroll is retained.

16. As a general matter, in the infrequent case when a Kroll employee may, directly or indirectly, own a debt or equity security of a company which may become or becomes a debtor or a debtor affiliate, such ownership would be substantially less than one percent of any such debtor or debtor affiliate. Additionally, from time to time, Kroll employees may personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the "**Investment Funds**"), through which such individuals may indirectly acquire a debt or equity security of many companies, one of which may the Debtor or its affiliates. Any employee who has made any such investment does not manage or otherwise control such Investment Fund. The Investment Funds are managed by third parties, and Kroll employees that may invest in the particular Investment Fund have no influence, discretion, or control over the Investment Fund's decision to buy, sell, or vote any particular debt or equity securities comprising the particular Investment Fund and in certain instances, employees may not be aware of the particular debt or equity securities comprising the particular Investment Fund.

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

18. Based on the foregoing, I believe that Kroll 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 Kroll nor any of its employees hold or represent any interest materially adverse to the Debtor's estate with respect to any matter upon which Kroll is to be engaged.

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 August 7, 2025

/s/ Benjamin J. Steele

Benjamin J. Steele
Managing Director
Kroll Restructuring Administration LLC
1 World Trade Center, 31st Floor
New York, NY 10007

Exhibit C

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	
VALVES AND CONTROLS US, INC.,	:	**Case No. 25-11403 (TMH)**
	:	
Debtor.[1]	:	**Re: Docket No. [●]**

ORDER AUTHORIZING RETENTION AND
APPOINTMENT OF KROLL RESTRUCTURING
ADMINISTRATION LLC AS ADMINISTRATIVE ADVISOR FOR DEBTOR

Upon the application (the "**Application**")[2] of Valves and Controls US, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014-1 for retention and appointment of Kroll as administrative advisor effective as of the Petition Date, all as more fully set forth in the Application; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C §1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and upon any hearing held on the

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[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

Application; and all objections, if any, to the Application have been withdrawn, resolved, or overruled; and upon consideration of the Steele Declaration; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; it appearing that the relief requested in the Application is in the best interests of the Debtor, its estate, creditors, and all parties in interest; 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 Application is granted to the extent set forth herein.

2. The Debtor is authorized, pursuant to section 327 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Bankruptcy Rule 2014-1 to retain Kroll as Administrative Advisor effective as of the Petition Date under the terms of the Engagement Agreement as modified herein, and Kroll is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.

3. Kroll is authorized to take such other action to comply with all duties set forth in the Application.

4. Kroll shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any orders entered in this case regarding professional compensation and reimbursement of expenses.

5. The Debtor shall indemnify Kroll under the terms of the Engagement Agreement, as modified pursuant to this Order.

6. Kroll shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services

provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

7. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify Kroll, or provide contribution or reimbursement to Kroll, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Kroll's gross negligence, willful misconduct, or fraud, (ii) for a contractual dispute in which the Debtor alleges the breach of Kroll's contractual obligations if the 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 Kroll should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

8. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this chapter 11 case, Kroll believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Kroll must file an application therefor in this Court, and the Debtor may not pay any such amounts to Kroll 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 Kroll for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the

Debtor's obligation to indemnify Kroll. All parties in interest shall retain the right to object to any demand by Kroll for indemnification, contribution, or reimbursement.

9. The limitation of liability section in paragraph 10 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.

10. Any services Kroll will provide relating to the Debtor's schedules of assets and liabilities and statement of financial affairs shall be limited to administrative and ministerial services. The Debtor shall remain responsible for the content and accuracy of its schedules of assets and liabilities and statement of financial affairs.

11. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

12. To the extent there is any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

13. The Debtor and Kroll are authorized to take all actions necessary or appropriate to effectuate the relief granted in this Order.

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