IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	Chapter 11
Integrity Investment REO Holdings LLC,	Case No. 26-01589
Debtor.	Judge Deborah L. Thorne

NOTICE OF MOTION

TO: See Attached Certificate of Service

Please take notice that on March 25, 2026, At 10:45 A.M., I will appear before the Honorable Deborah T. Thorne, or any Judge sitting in that Judge's place, in courtroom 682 at the Dirksen Federal Building, 219 S. Dearborn, Chicago, Illinois and present **The Debtor's Application Seeking Entry Of An Order (I) Authorizing And Approving The Appointment of Stretto, Inc. as Claims Agent And (II) Granting Related Relief**, at which time you may appear if you so choose.

This motion will be presented and heard electronically using Zoom for Government. No personal appearance in court is necessary or permitted. To appear and be heard on the motion, you must do the following:

To appear by video, use this link: https://www.zoomgov.com/. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is 160 9362 1728 and No Passcode. The meeting ID and password can also be found on the judge's page on the court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

BY: **S/ PAUL M. BACH**
BACH LAW OFFICES, INC.
P.O. BOX 1285
NORTHBROOK, ILLINOIS 60065
PHONE: (847) 564 0808
ATTORNEY NO: 6209530

Certificate of Service

I, Paul Bach, hereby certify that I caused a copy of this notice to be served by the method stated above on the service list upon the above parties on March 20, 2026 from Northbrook, IL.

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	Chapter 11
Integrity Investment REO Holdings LLC,	Case No. 26-01589
Debtor.	Judge Deborah L. Thorne

**DEBTOR'S APPLICATION SEEKING ENTRY OF AN ORDER
(I) AUTHORIZING AND APPROVING THE APPOINTMENT OF STRETTO, INC.
AS CLAIMS AGENT AND (II) GRANTING RELATED RELIEF**

The above-captioned Debtor and Debtor in possession (the "Debtor") states the following in support of this application (this "Application"):

Relief Requested

1. The Debtor seeks entry of an order (the "Order"), substantially in the form attached hereto as **Exhibit A**, (a) appointing Stretto, Inc. ("Stretto") as claims agent (the "Claims Agent") for the Debtor in its chapter 11 case effective as of the Petition Date (as defined herein) including the maintenance, processing, and docketing of proofs of claim filed in the Debtor's chapter 11 case, and (b) granting related relief. In support of this Application, the Debtor submits the Declaration of Sheryl Betance, Senior Managing Director of Stretto (the "Betance Declaration"), attached hereto as **Exhibit B**. The Debtor submits, based on all engagement proposals obtained and reviewed, that Stretto's rates are competitive and reasonable given Stretto's quality of services and expertise. The terms of Stretto's retention are set forth in the Engagement Agreement attached hereto as **Exhibit C** (the "Engagement Agreement").

2. By separate application, the Debtor will seek authorization to retain and employ Stretto as administrative advisor in this chapter 11 case pursuant to section 327(a) of chapter 11 of

title 11 of the United States Code (the "Bankruptcy Code") because the administration of this chapter 11 case will require Stretto to perform duties outside the scope of 28 U.S.C. § 156(c).

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. The Debtor confirms its consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Bankruptcy Court in connection with this Application to the extent that it is later determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

5. The statutory bases for the relief requested herein are section 156(c) of title 28 of the United States Code, Bankruptcy Rules 9013-1(a) and 5075-1(b), and Rules 1007-1 and 5003-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules").

Background

6. On January 29, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its property as Debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, the United States Trustee for the Northern District of Illinois (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in this chapter 11 case.

Stretto's Qualifications

7. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as debtor's counsel or official claims agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re Lutheran Home & Servs. For the Aged, Inc.*, Case No. 25-01705 (MBS) (Bankr. N.D. Ill. Mar. 5, 2025); *In re Evangelical Retirement Homes of Greater Chicago, Inc.*, Case No. 23-07541 (TAB) (Bankr. N.D. Ill. June 22, 2023); *In re Clare Oaks*, Case No. 19-16708, (DRC) (Bankr. N.D. Ill. June 17, 2019); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026); *In re Archblock LLC*, Case No. 26-10152 (CTG) (Bankr. D. Del. Feb. 12, 2026); *In re FLOAT Alaska LLC*, Case No. 26-10075 (CTG) (Bankr. D. Del. Jan. 28, 2026); *In re iRobot Corp.*, Case No. 25-12197 (BLS) (Bankr. D. Del. Dec. 16, 2025); *In re SpiriTrust Lutheran*, Case No. 25-03341 (HWV) (Bankr. M.D. Pa. Nov. 25, 2025); *In re Car Toys, Inc.*, Case No. 25-12288 (TWD) (Bankr. W.D. Wash. Sept. 10, 2025); and *In re Villages Health Sys., LLC*, Case No. 25-04156 (LVV) (Bankr. M.D. Fla. Aug. 18, 2025).[1]

[1] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these cited orders are available upon request to the Debtor's proposed counsel.

8. By appointing Stretto as the Claims Agent in this chapter 11 case, the Office of the Clerk of the Court (the "Clerk's Office") will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

Services to be Provided

9. This Application pertains only to the work to be performed by Stretto under the Clerk's Office's delegation of duties permitted by 28 U.S.C. § 156(c), and any work to be performed by Stretto outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Stretto will perform the following tasks in its role as Claims Agent, as well as all quality control relating thereto:

a. serve notices and documents at the request of the Debtor;

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

c. maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

d. process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;

e. provide an electronic interface for filing proofs of claim;

f. maintain the official claims register for the Debtor (the "Claims Register") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Register; and specify in the Claims Register 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;

g. provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;

h. implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;

i. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

j. relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Stretto, not less than weekly;

k. upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);

l. monitor the Court's docket for all notices of appearance, address changes, and 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;

m. assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 11 case as directed by the Debtor or the Court, including through the use of a case website and/or call center;

n. if this chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three days of notice to Stretto of entry of the order converting the case;

o. thirty days prior to the close of this chapter 11 case, to the extent practicable, request that the Debtor submit to the Court a proposed order dismissing Stretto as Claims Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;

p. within seven days of notice to Stretto of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the chapter 11 case; and

q. at the close of this chapter 11 case, box and transport all original documents, in proper format, as provided by the Clerk's Office, to (i) the Federal Archives Record Administration or (ii) any other location requested by the Clerk's Office.

Professional Compensation

10. The Debtor requests that the undisputed fees and expenses incurred by Stretto in the performance of the above services be treated as administrative expenses of the Debtor's chapter

11 estate 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. Stretto agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the United States Trustee, counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

11. The Debtor has not provided Stretto with any deposit or retainer.

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

Disinterestedness

13. Although the Debtor does not propose to employ Stretto under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate application), Stretto has nonetheless 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 Betance

Declaration, Stretto has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

14. Moreover, in connection with its retention as Claims Agent, Stretto represents in the Betance Declaration, among other things, that:

a. Stretto is not a creditor of the Debtor;

b. Stretto 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 Agent in this chapter 11 case;

c. by accepting employment in this chapter 11 case, Stretto waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

d. in its capacity as the Claims Agent in this chapter 11 case, Stretto will not be an agent of the United States and will not act on behalf of the United States;

e. Stretto will not employ any past or present employees of the Debtor in connection with its work as the Claims Agent in this chapter 11 case;

f. Stretto 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 engaged;

g. in its capacity as Claims Agent in this chapter 11 case, Stretto will not intentionally misrepresent any fact to any person;

h. Stretto 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. Stretto 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 Stretto as Claims Agent in this chapter 11 case shall be at the expense of the Clerk's Office.

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

Basis for Relief

16. Pursuant to Bankruptcy Rule 1007(a)(1) and Local Rule 1007-1, a chapter 11 petition for relief is to be accompanied by a list of parties in interest in a computer readable format designed and published from time to time by the clerk of the Court (the "Clerk"). In addition, 28 U.S.C. § 156(c), which governs the staffing and expenses of bankruptcy courts, authorizes bankruptcy courts to procure the services of third parties to assist with noticing and other chapter 11 administrative matters:

> 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. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

17. Local Rule 5003-1 provides that "[i]n a case with more than 500 creditors, the debtor must move to employ a claims agent that the clerk has approved." L.R. 5003-1. Here, the Debtor has approximately 4500 creditors. Given the size of the Debtor's creditor lists, it will be more efficient and less burdensome on the Clerk to have Stretto accomplish tasks in connection with maintaining the claims register.

18. The relief requested in this Motion has been granted by courts in this District. *See*, *e.g.*, *In re Evangelical Retirement Homes of Greater Chicago, Inc.*, Case No. 23-07541 (TAB) (Bankr. N.D. Ill. June 22, 2023); *In re Home Products International, Inc.*, Case No. 22-06276 (Bankr. N.D. Ill. June 15, 2022); *In re Mercy Hospital and Medical Center*, Case No. 21-01805 (Bankr, N.D. Ill. Feb. 10, 2021); *In re Clare Oaks*, Case No. 19-16708 (Bankr. N.D. Ill. June 17, 2019); *In re Perfect Brow Art, Inc.*, Case No. 19-01811 (Bankr. N.D. Ill. Jan. 29, 2019); *In re*

Friendship Village of Mill Creek, NFP, d/b/a Greenfields of Geneva, Case No. 17-12470 (Bankr. N.D. Ill. April 26, 2017); *In re Chellino Crane, Inc.*, Case No. 17-14200 (Bankr. N.D. Ill. June 1, 2017); *In re Caesars Entertainment Operating Co., Inc.*, Case No. 15-01145 (Bankr. N.D. Ill. Jan. 15, 2015); *In re Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill. April 14, 2014); *In re Edison Mission Energy*, Case No. 12-49219 (Bankr. N.D. Ill. Dec. 18, 2012).

19. Stretto is well-qualified to serve as the Debtor's claims agent. Stretto is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals previously have acted as the official claims agent in many large bankruptcy cases in this District and in other districts nationwide. Indeed, Stretto has provided identical or substantially similar services in chapter 11 cases, including before this court. *See In re Lutheran Home & Servs. For the Aged, Inc.*, Case No. 25-01705 (MBS) (Bankr. N.D. Ill. Mar. 5, 2025); *In re Evangelical Retirement Homes of Greater Chicago, Inc.*, Case No. 23-07541 (TAB) (Bankr. N.D. Ill. June 22, 2023); *In re Clare Oaks*, Case No. 19-16708, (DRC) (Bankr. N.D. Ill. June 17, 2019).

20. The Debtor believes that no party in interest will be prejudiced by the granting of the employment effective as of the Petition Date, as provided herein, because Stretto has provided and continues to provide valuable services to the Debtor's estate in the interim period.

21. Based on the foregoing, the Debtor submits that it has satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, the Debtor requests entry of the Order, pursuant to 28 U.S.C. § 156(c), approving this Application to retain and employ Stretto as the Claims Agent in this chapter 11 case, effective as of the Petition Date.

Notice

22. The Debtor will provide notice of this Application to the following parties and/or their respective counsel, as applicable: United States Trustee and Byline Bank via ECF Electronic delivery. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

23. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, the Debtor respectfully requests that the Bankruptcy Court enter the Order granting the relief requested herein and such other relief as the Bankruptcy Court deems appropriate under the circumstances.

Integrity Investment REO Holdings LLC

DATED THIS THE 20TH DAY OF MARCH, 2026.

BY: **/S/ PAUL M. BACH**

BACH LAW OFFICES, INC.
COUNSEL FOR DEBTOR
P.O. BOX 1285
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re: Integrity Investment REO Holdings LLC, Debtor.	Chapter 11 Case No. 26-01589 Judge Deborah L. Thorne

DECLARATION OF SHERYL BETANCE IN SUPPORT OF DEBTOR'S APPLICATION SEEKING ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING THE APPOINTMENT OF STRETTO, INC. AS CLAIMS AGENT AND (II) GRANTING RELATED RELIEF

I, Sheryl Betance, declare under penalty of perjury as follows:

1. I am a Senior Managing Director of Corporate Restructuring at Stretto, Inc. ("Stretto"), a chapter 11 administrative services firm with offices at 410 Exchange, Ste. 100, Irvine, California 92602. 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.

1. This declaration is made in support of the above-captioned Debtor's (the "Debtor") *Debtor's Application Seeking Entry of an Order (I) Authorizing and Approving the Appointment of Stretto, Inc. as Claims Agent and (II) Granting Related Relief*, filed contemporaneously herewith (the "Application").[1]

Qualifications

2. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Application.

matters of this size and complexity. Stretto's professionals have acted as official claims agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's cases include: *In re Lutheran Home & Servs. For the Aged, Inc.*, Case No. 25-01705 (MBS) (Bankr. N.D. Ill. Mar. 5, 2025); *In re Evangelical Retirement Homes of Greater Chicago, Inc.*, Case No. 23-07541 (TAB) (Bankr. N.D. Ill. June 22, 2023); *In re Clare Oaks*, Case No. 19-16708, (DRC) (Bankr. N.D. Ill. June 17, 2019); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026); *In re Archblock LLC*, Case No. 26-10152 (CTG) (Bankr. D. Del. Feb. 12, 2026); *In re FLOAT Alaska LLC*, Case No. 26-10075 (CTG) (Bankr. D. Del. Jan. 28, 2026); *In re iRobot Corp.*, Case No. 25-12197 (BLS) (Bankr. D. Del. Dec. 16, 2025); *In re SpiriTrust Lutheran*, Case No. 25-03341 (HWV) (Bankr. M.D. Pa. Nov. 25, 2025); *In re Car Toys, Inc.*, Case No. 25-12288 (TWD) (Bankr. W.D. Wash. Sept. 10, 2025); and *In re Villages Health Sys., LLC*, Case No. 25-04156 (LVV) (Bankr. M.D. Fla. Aug. 18, 2025).[2]

<u>Services to be Rendered</u>

3. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will perform, at the request of the Office of the Clerk of the Court (the "<u>Clerk's Office</u>"), the services specified in paragraph 9 of the Application, and, at the Debtor's request, any related administrative, technical, and support services as specified in paragraph 9 of the Application. In performing such services, Stretto will charge the Debtor the rates set forth in the Engagement

2 Because of the voluminous nature of the orders cited herein, such orders have not been attached to this declaration. Copies of these cited orders are available upon request to the Debtor's proposed counsel.

Agreement, which is attached as **Exhibit C** to the Application.

4. Stretto represents, among other things, the following:

a. Stretto is not a creditor of the Debtor;

b. Stretto 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 Agent in this chapter 11 case;

c. By accepting employment in this chapter 11 case, Stretto waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

d. In its capacity as the Claims Agent in this chapter 11 case, Stretto will not be an agent of the United States and will not act on behalf of the United States;

e. Stretto will not employ any past or present employees of the Debtor in connection with its work as the Claims Agent in this chapter 11 case;

f. Stretto 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 Claims Agent in this chapter 11 case, Stretto will not intentionally misrepresent any fact to any person;

h. Stretto 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. Stretto 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 Stretto as Claims Agent in this chapter 11 case shall be at the expense of the Clerk's Office.

5. Although the Debtor does not propose to retain Stretto under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of potential parties-in-interest (the "Potential Parties in Interest") in this chapter 11 case. A list of Potential Parties in Interest was provided by the Debtor and included, among other parties, the Debtor, the

Debtor's unsecured creditors, the United States Trustee and persons employed in the office of the United States Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto's parent entities, affiliates, and subsidiaries. Stretto's internal database also includes Stone Point Capital LLC ("Stone Point"), its funds, and each such fund's respective portfolio companies as set forth in the list most recently provided to Stretto by Stone Point's internal compliance department (the "Stone Point Searched Parties"). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to file promptly a supplemental declaration.

6. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors or other relevant parties.

7. Stretto has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, in matters unrelated to this chapter 11 case, Stretto 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 this chapter 11 case. Stretto 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. Based upon a review of the list of Potential Parties in Interest:

- The list of Potential Parties in Interest identifies Capital One, N.A., which is a lender and bank vendor of Stretto. However, to the best of my knowledge, such relationship is materially unrelated to this chapter 11 case.

- The list of Potential Parties in Interest identifies Citizens Bank, N.A., which is one of Stretto's bank vendors. However, to the best of my knowledge, such relationship is materially unrelated to this chapter 11 case.

- The list of Potential Parties in Interest identifies Corporate Creations and LexisNexis. Corporate Creations and LexisNexis provide legal services to Stretto in matters unrelated to the Debtor and this chapter 11 case.

- The list of Potential Parties in Interest identifies U.S. Bank N.A., which is one of Stretto's lenders. However, to the best of my knowledge, such relationship is materially unrelated to this chapter 11 case.

- The list of Potential Parties in Interest includes entities, as set forth on **Annex 1** attached hereto, which are current, former or potential defendants to avoidance actions brought under the Bankruptcy Code by clients of Stretto Recovery Services. However, to the best of my knowledge, such relationships are materially unrelated to this chapter 11 case.

8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy judges in the Northern District of Illinois, the United States Trustee for Region 11, or any attorney known by Stretto to be employed in the Office of the United States Trustee serving the Northern District of Illinois. The list of Potential Parties in Interest identifies the Honorable Timothy A. Barnes, United States Bankruptcy Judge for the Northern District of Illinois. Judge Barnes and Michael Cohen, a Managing Director at Stretto, formerly worked as Partners at the law firm of Curtis, Mallet-Prevost & Mosle LLP. Additionally, the list of Potential Parties in Interest identifies the Honorable Deborah L. Thorne, United States Bankruptcy Judges for the Northern District of Illinois. Judge Baer, Judge Slade, and Michael Cohen formerly worked as Partners at the law firm of Kirkland & Ellis LLP.

9. Certain of Stretto'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. 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. To the best of my knowledge, none of Stretto's professionals were partners of, or formerly employed within the last three years by firms that are Potential Parties in Interest or that have filed a notice of appearance in this chapter 11 case.

10. Stretto 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 Stretto or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. To the best of my knowledge, Stretto does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified as Potential Parties in Interest or who have filed a notice of appearance in this chapter 11 case.

11. In April 2017, Stretto was acquired by the Trident VI Funds managed by private equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed ten private equity funds – the Trident Funds – with aggregate committed capital of approximately $65 billion. Stone Point targets investments in the global financial services industry and related sectors.

12. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

13. Stretto has searched the names of the Debtor and the names of the Potential Parties in Interest against the Stone Point Searched Parties. Based solely on the foregoing search, Stretto has determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in interest list in this chapter 11 case as of the date hereof and to the best of its knowledge, that there are no material connections that require disclosure. To the

extent Stretto learns of any material connections between Stone Point's funds or investments included in the above-described conflicts search and the Debtor, Stretto will promptly file a supplemental disclosure. Stretto may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

14. From time to time, Stretto partners or employees 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 indirectly acquire a debt or equity security of many companies, one of which may be the Debtor or its affiliates, often without Stretto's or its personnel's knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when the Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

15. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company that may be one of the Debtor or its affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and upon reasonable inquiry through email survey of Stretto's employees, Stretto does not believe that any of its

partners or employees own any debt or equity securities of a company that is a Debtor or its affiliates.

16. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Debtor's estate; (b) is a "disinterested person" that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtor, and (iii) does 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; and (c) has disclosed all of Stretto's connections with the Debtor, its 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.

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

Dated: March 20, 2026

Sheryl Betance

Sheryl Betance
Senior Managing Director
Stretto, Inc.
410 Exchange, Ste. 100
Irvine, California 92602

Exhibit 1

Bank of America, N.A.
BMO Harris Bank N.A.
City of Aurora
Illinois Department of Revenue
J.P. Morgan Chase & Co.
N.J. Division of Taxation
Ohio Department of Taxation
Wells Fargo

STRETTO

Services Agreement

This Services Agreement (this "**Agreement**") is entered into as of March 18, 2026 between Stretto, Inc. ("**Stretto**") and Integrity Investment REO Holdings LLC (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) Stretto agrees to provide the Company with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim ("**Claims Administration, Noticing, and Solicitation Services**"); and (ii) claims analysis and reconciliation, 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 Stretto 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 Stretto 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 Stretto shall not provide the Company or any other party with legal advice.

2. **Rates, Expenses and Payment**

(a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto as **Exhibit C** (the "**Preferred Rate Structure**"). The Company agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed and effective chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.

(b) Stretto will bill the Company no less frequently than monthly. Stretto will provide a copy of each invoice to the Office of the United States Trustee. All invoices shall be due and payable upon receipt, subject to paragraphs (c) and (d) of this provision. Where an expense or group of expenses to be incurred is expected to exceed $10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Company before the performance of

[1] The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any 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. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.

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.

(c) In the case of a dispute with respect to an invoice amount, the Company or the United States Trustee will notify Stretto of the dispute within 10 days of receipt of the invoice (each such 10-day period, a "Dispute Period").

(d) The undisputed portion of the invoice will remain due and payable immediately upon expiration of the applicable Dispute Period. 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 Stretto or paid by Stretto to a taxing authority.

(g) Upon execution of this Agreement, the Company shall pay Stretto an advance of $0.00. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.

(h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Company of such increase.

(i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

Wire Transmission
Bank Name – Banc of California
Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101
ABA – 122238200
Account Number – 1000681781
Account Name – Stretto, Inc.

Check
Stretto, Inc.
Attn: Accounts Receivable
410 Exchange, Suite 100
Irvine, CA 92602

3. **Retention in Bankruptcy Case**

(a) If the Company commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.

(b) If the Company seeks authorization in a chapter 11 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Company shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.

(c) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, (i) Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder, and (ii) Stretto will contact the chapter 7 trustee assigned to such case(s) within seven days to coordinate the continuation or termination of Stretto's services.

4. Confidentiality

(a) The Company and Stretto 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 receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be disclosed by law, then the receiving 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, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents 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 Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. 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 Stretto hereunder.

6. [Intentionally Omitted]

7. Term and Termination

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

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

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(c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
(d) If this Agreement is terminated, Stretto 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 Stretto 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 Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto 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 Stretto'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) Stretto 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 Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
(d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's negligence, gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto 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. Company Data

(a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto 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, "**SOFAs and**

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Schedules"). Stretto 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 Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; (ii) it has complied with all applicable data protection laws in the collection and retention of personal data (including providing any required notices and/or disclosures to data subjects, consumers, or other necessary parties); and (iii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

(c) The Company also agrees and represents that, before delivery of any information to Stretto that is personal data subject to the GDPR or other data protection laws, Company shall notify Stretto of the impending delivery and request any modification to this Agreement that Company believes may be required by the applicable data protection laws with respect to that personal data. For the avoidance of doubt, Stretto shall not be required to comply with data protection laws and regulations unless and until they take effect during the term of the Agreement and are applicable to the information Company delivers to Stretto. Personal data shall have the meaning assigned to the terms "personal data" and/or "personal information" under the applicable data protection laws.

(d) If Company notifies Stretto of the applicability of the GDPR to personal data delivered pursuant to this Agreement, the parties agree that the Agreement shall be subject to the terms set forth in the GDPR Addendum attached hereto as **Exhibit A** and incorporated herein in its entirety by reference.

(e) Attached hereto as **Exhibit B** and incorporated herein in its entirety by reference are notification procedures in the event of a Data Security Incident (as defined therein).

(f) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in tretto's sole reasonable discretion, and be reimbursed by the Company for the expense of ch disposition, after giving the Company 30 days' notice. The Company agrees to initiate d maintain backup files that would allow the Company to regenerate or duplicate all grams, data, or information provided by the Company to Stretto.

... if Stretto is retained pursuant to Bankruptcy Court order, RETTO

(iii) "**Commercial Purposes**", "**Sell**", "**Share**", "**Business**", and "**Service Provider**" have the same meanings assigned to them in section 1798.140 of the CCPA.

(b) Relationship Between the Parties. To the extent the Company is considered a Business under the CCPA, and subject to the terms of this Section 12, Stretto will act solely as Company's Service Provider with respect to Personal Information.

(c) Restrictions. Stretto will not: (i) Sell or Share Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA; (iii) retain, use, or disclose the Personal Information outside the direct business relationship between Stretto and the Company; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the Company with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as permitted by CCPA.

13. Non-Solicitation

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 Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto 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 Stretto's reasonable control, then such performance shall be excused.

15. Choice of 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.

16. Arbitration

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 Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

17. Integration: Severability; Modifications: Assignment

(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 Stretto.

(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 Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

18. Electronic Signatures; Effectiveness of Counterparts

This Agreement may be executed with electronic signatures using DocuSign or a similar service that provides a complete, automated history of the sending and signing, including key event timestamps. If the Parties execute this Agreement electronically, they agree that their electronic signatures are the legally binding equivalent to their handwritten signatures. 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.

19. 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 Stretto:

Stretto
410 Exchange, Ste. 100
Irvine, CA 92602
Attn: Sheryl Betance
Tel: 714.716.1872
Email: sheryl.betance@stretto.com

If to the Company: __________

With a copy to: __________

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

STRETTO, INC.

Sheryl Betance

By: Sheryl Betance

Title: Senior Managing Director

Integrity Investment REO Holdings LLC

Thom Costello

By: Thom Costello

Title: MANAGER

...of the GDPR.

Exhibit A

GDPR Addendum

*This GDPR Addendum is a part of the Services Agreement (the "**Agreement**") by and between Stretto (the "**Processor**") and the Company (together, the "**Parties**") only if Company notifies Processor in advance of processing relevant data that such data is subject to the GDPR pursuant to Paragraphs 11(c) and 11(d) of the Agreement[2].*

RECITALS

WHEREAS,

(A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.

(B) The Company acts as a Controller of the Company Personal Data.

(C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.

(D) The Company instructs the Processor to process Company Personal Data.

*(E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the Európean Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "**GDPR**").*

*/ **THEREFORE**, the Company and the Processor agree as follows:*

***Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.*

*'a) "**Addendum**" shall mean this GDPR Addendum;*

*›) "**Company Personal Data**" means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company's employees, clients, customers, creditors, equity interest holders, or counter-parties;*

*"**Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;*

s utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the

special categories of data, as defined by Article 9 of the GDPR.

(d) "**Services**" means the services the Processor provides to the Company pursuant to the Agreement.

(e) "**Subprocessor**" means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company in connection with the Agreement.

(f) "**Technical and organizational security measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(g) The terms "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**", "**Special Categories of Personal Data**", and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2 **Obligations of the Company.** The Company agrees and warrants:

(a) that the Processing, including the transfer itself, of the Company Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);

(b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Company Personal Data transferred only on the Company's behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;

(c) that the Processor will implement appropriate technical and organizational security measures with respect to the Personal Data;

(d) that after assessment of the requirements of the applicable Data Protection Laws, the technical and organizational security measures implemented by Processor are appropriate to protect the Company Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the technical and organizational security measures; and

(f) that the Company Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

AC

f the Processor. The Processor agrees:

mply with the Data Protection Laws;

rocess the Company Personal Data only on behalf of the Company and in ipliance with the Company's instructions and this Addendum unless required to so by Data Protection Laws to which Processor is subject; in such a case, the cessor shall inform the Company of that legal requirement before processing, ess that law prohibits such information on important grounds of public interest; if ocessor cannot comply with the Company's instructions, it agrees to inform omptly the Company of its inability to comply with such instructions, in which case e Parties shall work together in good faith to resolve Processor's inability to process ersonal Data pursuant to the Company's instructions for no less than thirty (30) days, nd failing resolution, Company is entitled to suspend the processing of Personal Data ind/or terminate the Agreement;

that it has implemented reasonable and appropriate technical and organizational security measures before processing the Company Personal Data;

that it will promptly notify the Company about:

(i) any legally binding request for disclosure of the Company Personal Data required by law, subpoena, warrant, court order, government agency, or law enforcement unless otherwise prohibited by law, subpoena, warrant, court order, government agency, or law enforcement;

(ii) any Personal Data Breach ; and

(iii) any request received directly from any Data Subject and shall not otherwise respond to such request, unless required by Data Protection Laws;

to respond promptly to reasonable inquiries from the Company relating to Processor's processing of the Company Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the Company Personal Data;

) to treat all confidential information and/or Company Personal Data received by Company in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the Company shall contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality; and

(g) that it shall have the Company's authorization to use Sub-processors from an agreed list and shall specifically inform the Company in writing of any intended changes to that list through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving Company sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

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4. **Obligations after Termination of Personal Data Processing Services.**

(a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and notify the Company that it has done so, unless prohibited by applicable law, subpoena, warrant, court order, government agency, or law enforcement. In that case, the Processor will abide by the confidentiality provisions in the Agreement and will not further process the Company Personal Data.

(b) The Processor and any Subprocessor warrant that upon request of the Company and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. **Notices.**

(a) All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Remainder of page is intentionally blank.

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Exhibit B

Data Security Incident Notification Procedures

1. The following definitions shall apply to these data security incident notification procedures.

   (a) "**Covered Data**" means, in any form, format, or media, nonpublic information (i.e., information that is not posted on a public website maintained by Stretto in accordance with the Bankruptcy Code, the Bankruptcy Rules, or applicable bankruptcy case procedures or local rules, or filed on a non confidential basis with the court sponsored PACER or other docket filing system) provided or transferred to Stretto by Company or by an individual creditor, shareholder, or other third party for the purposes of Stretto's performance under this Agreement.

   (b) "**Data Security Incident**" means the unauthorized or accidental access to, or use, disclosure, alteration, loss, or destruction of, Covered Data.

   (c) "**Determine**" means Stretto has actual knowledge or reasonable certainty that a Data Security Incident has occurred.

   (d) "**Discover**" means Stretto reasonably believes that a Data Security Incident has occurred.

2. When Stretto Discovers a potential Data Security Incident, Stretto shall begin an investigation into the nature and scope of the potential Data Security Incident at the direction of Stretto's Chief Information Security Officer and/or incident response team.

3. As soon as practicable, but not later than seventy-two (72) hours after Stretto Determines that a Data Security Incident has occurred, Stretto will provide confidential written notification of the Data Security Incident to the Company and the attorney of record for the Company (collectively, the "**Company Notice Parties**"). Stretto may, in its discretion, provide confidential written or oral notification of the Data Security Incident to (a) the Bankruptcy Court, (b) the Clerk of the Bankruptcy Court, (c) the appropriate representative of the Office of the United States Trustee, and (d) all official committees of the Court (collectively, the "**Court Notice Parties**", and with the Company Notice Parties, the "**Notice Parties**") and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the Company and its attorney of record that Stretto has provided such additional notice.

4. The notification described in Section 3 (the "**Preliminary Notification**") shall include the following information, to the extent known by Stretto at the time of the Preliminary Notification:

   (a) a brief description of the nature of the Data Security Incident, including how it occurred, when it occurred, and the date that Stretto Discovered the Data Security Incident;

   (b) a description of the Covered Data potentially impacted;

   (c) where appropriate, a description of what steps Stretto has taken or is taking to investigate and mitigate the effects of the Data Security Incident; and *(d) where appropriat[illegible] the likelihood of [illegible]*

5. *If requested, Company shall reasonably assist Stretto with Stretto's investigation of, and response to, a potential or actual Data Security Incident. After providing the Preliminary Notification, Stretto and the Notice Parties who have received notification will confer to determine, if necessary, an appropriate method to notify (a "**Supplemental Notification**") (a) creditors or claimants whose Covered Data may have been impacted by the Data Security Incident, and (b) any state, federal, or international governmental authorities or regulators, in accordance with applicable law.*

6. *If a law enforcement official informs Stretto that providing notification to third parties regarding the Data Security Incident would impede a criminal investigation or cause damage to national security, Stretto may delay any Preliminary Notification or Supplemental Notification for the time period specified by the law enforcement official.*

Unless otherwise required by law, regulation, or court order, in providing any Preliminary Notification or Supplemental Notification, Stretto shall not be required to disclose (a) confidential or privileged information, (b) information that a law enforcement official has directed to remain confidential, (c) information regarding any other Stretto clients, or (d) the identities of any Stretto employees.

Notwithstanding any provisions to the contrary in this Agreement, in Stretto's discretion, Stretto may make public statements regarding a Data Security Incident, whether by posting ɲn its website, in a statement to the media, or in a public filing. Stretto will endeavor to ·ovide Company notice of the content of any such statement prior to publicly releasing such tement.

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STRETTO

Exhibit [illegible]

Preferred Rate Structure

OUR PRICING

Preferred Rate Schedule

CONSULTING SERVICES & RATES

[illegible]

Consultant (Associate/Senior Associate) — [illegible]

The Associate manages the various data collection processes required by the Chapter 11 process. This includes, among other things, compiling the creditor matrix, completing Schedules, SOFA form and generating drafts of same for counsel and advisors, reviewing and processing claims and ballots, and coordinating all physical and electronic noticing.

The Senior Associate oversees projects for compilation of the Schedules & SOFA forms, the creditor matrix and noticing. In addition, they oversee quality control and generate custom claim and ballot reports. Senior Associates average over seven years of experience.

Director / Managing Director — $210-$250

The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the administration for the entirety of an engagement.

The Managing Director provides industry and/or project specific expertise to support complex matters. Professionals, including Stretto's executive management team will serve in this role when appropriate. Stretto's Directors and Managing Directors have over fifteen years of experience and are typically former restructuring professionals.

Solicitation Director — $275

The Solicitation Associate reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. The Solicitation Associate also prepares customized reports relating to voting and other corporate events, including exchange offers and rights subscriptions. The Solicitation Associate also interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and related communications.

Executive Management — Waived

Our Executive Management team oversees Stretto's Corporate Restructuring group and will provide consulting support to this matter at no charge.

CALL CENTER AND COMMUNICATION SUPPORT SERVICES	
Tier 1 Support [illegible]	[illegible]
Tier 2 Support [illegible]	
Tier 3 Live Support [illegible]	[illegible]

PRINTING & NOTICING SERVICES	
Printing	$0.12 (per image)
Postage/Overnight Delivery	Preferred Rates
ECF Email Noticing	Waived
Email Document Service	Pricing Available on Request
Fax Noticing	$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Pricing Available on Request
Public Securities Events	Varies by Event

ELECTRONIC SERVICES	
Case Homepage Set-Up and Hosting	Waived
Robotic Process Automation[2]	Starting at $0.43 (per process)
Encrypted HTTPS Bandwidth (volume discount applies)	Starting at $0.125 (per MB)
Online Monthly Operating Report Platform Subscription	Waived
AI-Enhanced Communications Platform (monthly)	Starting at $500 per month[3]

[1] Print Surcharge of $0.05 may apply to mailings requested outside carrier hours (8am - 6pm ET Monday - Friday)

[2] Includes ECF docket automation, subscription based docket notifications, USPS bulk mail operations, address validation, e-filing transactions, cloud computing charges, and related activities

[3] Monthly rate based on size of creditor matrix

STRETTO

CLAIMS ADMINISTRATION & MANAGEMENT EXPENSES	
License Fee and System Maintenance	[illegible]
Database and System Access (Unlimited Users)	[illegible]
Online Claims Filing Portal	Waived
Online Ballots Filing Portal	Waived
Preference Analysis (Initial Preference Review)	Standard Hourly Rates

DOCUMENT MANAGEMENT SERVICES	
Electronic Imaging (Per Imaged Page)	[illegible]
FedRAMP Compliant File Retention (volume discount applies)	Starting at $0.125 (per MB)
Virtual Data Room	Available Upon Request

CALL CENTER AND COMMUNICATION SUPPORT SERVICES	
Case-Specific Toll-Free Number and Voice-Mail Box	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived

DISBURSEMENT SERVICES	
Check Issuance	Available on Request
Account Opening Fee	Available on Request
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Disbursements - Record to Transfer Agent	Quoted at Time of Request