

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

PLASTIQ, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10671 (BLS)

(Jointly Administered)

Re: Docket Nos. 53 and 112

APPLICATION OF TRIPLE P RTS, LLC
FOR APPROVAL OF SALE TRANSACTION FEE

Triple P RTS, LLC (“**Portage Point**”), provider of Vladimir Kasparov as Chief Restructuring Officer (“**CRO**”) to the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”) and Scott Canna as Deputy Chief Restructuring Officer (“**DCRO**” and together with the CRO, the “**Executive Personnel**”) to the Debtors, and other supporting personnel (the “**Additional Personnel**”), as necessary, hereby submits this application (the “**Application**”), pursuant to §§ 105, 330(a), and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended (the “**Bankruptcy Code**”),² Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2016-2(h) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) requesting entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), (a) granting final approval and allowance of its sale transaction fee in the amount of \$1,250,000.00 USD (the “**Sale**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors’ federal tax identification number, are: PlastiQ Inc. (6125), PLV Inc. d/b/a/ PLV TX Branch Inc. (5084), and Nearside Business Corp. (N/A). The corporate headquarters and the mailing address for the Debtors is 1475 Folsom Street, Suite 400, San Francisco, California 94103.

² Any references to “§” or “section” shall be to a section of the Bankruptcy Code unless otherwise so stated.



Transaction Fee”) earned in accordance with the terms and conditions of that certain letter agreement between Portage Point and the Debtors, dated February 13, 2023 (the “**Engagement Letter**”),³ the Retention Application, and the Retention Order; (b) authorizing and directing the Debtors to pay to Portage Point the Sale Transaction Fee upon entry of the Order; and (c) granting such other relief as is just and equitable under the circumstances. Portage Point respectfully represents as follows in support of this Application:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

2. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Pursuant to Local Rule 9013-1(f), Portage Point 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.

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

4. The statutory and other bases for the relief requested herein are §§ 105, 330(a), and 363(b) of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Rule 2016-2(h).

³ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Engagement Letter, the retention application [Docket No. 53] (the “**Retention Application**”), the *Order Authorizing The Debtors (I) To Employ And Retain Triple P RTS, LLC To Provide Vladimir Kasparov As Chief Restructuring Officer, Scott Canna As Deputy Chief Restructuring Officer, And Additional Personnel, As Necessary, Effective As Of The Petition Date, And (II) Granting Related Relief*, dated June 16, 2023 [Docket No. 112] (the “**Retention Order**”), or the *Combined Disclosure Statement and Chapter 11 Plan Of PlastiQ Inc. and Its Affiliated Debtors* [Docket No. 229] (the “**Plan**”), as applicable.

BACKGROUND

A. General Background.

5. On May 24, 2023 (the “**Petition Date**”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

6. On June 7, 2023, the Office of the United States Trustee (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors [Docket No. 65] (the “**Committee**”) in these Chapter 11 Cases. No request has been made for the appointment of a trustee or examiner.

7. Additional information about the Debtors’ business and the events leading up to the Petition Date can be found in the *Declaration of Vladimir Kasparov in Support of Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 2], which is incorporated herein by reference.

B. Portage Point’s Retention.

8. On May 31, 2023, the Debtors filed the Retention Application to engage Portage Point to provide Mr. Kasparov as CRO, Mr. Canna as DCRO, and the Additional Personnel, effective as of the Petition Date, under §§ 105 and 363(b) of the Bankruptcy Code, and to provide the additional services as set forth and pursuant to the terms and subject to the conditions of the Engagement Letter. [Docket No. 53].

9. On June 19, 2023, the Court entered the Retention Order. [Docket No. 112]. The Retention Order, among other things, authorized the Debtors to pay Portage Point in accordance with the terms and conditions of, and at the times specified in, the Engagement Letter, as modified by the Retention Order. The Retention Order specifically requires that “[s]uccess fees or other

back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and shall not be pre-approved under section 328(a).” Retention Order at ¶ 2(f). Otherwise, the Retention Order and Plan excuse Portage Point from filing fee applications. *See e.g.*, Retention Order at ¶ 2(e) (“Portage Point shall file with the Court, and provide notice to the Notice Parties, *reports of compensation earned and expenses incurred on a monthly basis.*”) (emphasis added); *see also* Plan at Article 6.1(d) (“For the avoidance of doubt, Professionals or Entities retained pursuant to section 363 of the Bankruptcy Code shall not be required to file Professional Fee Claims unless otherwise required by a Final Order of the Bankruptcy Court.”).

10. In addition to retention of the CRO and DCRO and related services, the Retention Application provides that Portage Point will be compensated for, among other services, certain services related to the marketing and sale of the Debtors’ assets and other related services pursuant to the terms of the Engagement Letter. *See* Retention Application at ¶¶ 11 and 13. As compensation for these services, the Engagement Letter provides for several types of fees payable on the consummation of applicable transactions, including, among others, (a) a fee equal to \$1,125,000.00 payable upon the consummation of a Restructuring (the “**Restructuring Fee**”); and (b) a fee equal to \$1,250,000.00 plus 3% of the Aggregate Consideration in excess of \$225,000,000.00 upon the consummation of a Sale Transaction incorporating all or a majority of the Debtors’ assets or all or a majority of or a controlling interest in the Debtors’ equity securities (*i.e.*, the Sale Transaction Fee). Under the Engagement Letter, Portage Point may not be paid both a Restructuring Fee and a Sale Transaction Fee. Accordingly, by this Application, Portage Point requests only payment of the Sale Transaction Fee.

C. Portage Point's Engagement and the Sale Process.

11. As detailed in the Engagement Letter, the Retention Application, the Retention Order, and the Plan, the Debtors engaged Portage Point to, among other things, assist the Debtors in exploring strategic alternatives to maximize value for the benefit of their stakeholders. *See e.g.*, Plan at Article 3.2(c).

12. Pursuant to the Engagement Letter, in addition to the other services Portage Point was required to provide under the terms of the Engagement Letter, Portage Point provided the following services relevant here:

- Advising and assisting the Debtors in evaluating any potential Financing by the Debtors, and, on behalf of the Debtors, contacting potential sources of capital as the Debtors may designate and assisting the Debtors in implementing such Financing;
- Assisting the Debtors in preparing documentation within Portage Point's area of expertise that is required in connection with any Restructuring, Sale Transaction, Financing and/or Amendment;
- Assisting the Debtors in identifying and evaluating candidates for any potential Sale Transaction, advising the Debtors in connection with negotiations and aiding in the consummation of any Sale Transaction; and
- Advising the Debtors on the timing, nature, and terms of new securities, other consideration or other inducements to be offered pursuant to any Restructuring, Sale Transaction, Financing and/or Amendment.

Engagement Letter at Section 1.

13. As part of the consideration of potential strategic alternatives, in February 2023, Portage Point, with assistance from management, undertook a targeted marketing effort and began soliciting indications of interest for the sale of the Debtors' assets. In particular, Portage Point crafted detailed marketing materials and assembled related diligence information for a confidential electronic data room (the "**Data Room**") and a confidential information memorandum (the "**CIM**") with the assistance of the Debtors and their other professional advisors. The Debtors and their advisors contacted approximately 14 prospective buyers.

14. As described more fully in the First Day Declaration, on March 9, 2023, the Debtors received a non-binding letter of intent (the “**LOI**”) from Priority Holdings, Inc. (“**Priority**”) to pursue a potential out-of-court merger transaction. Over the following two weeks, the Debtors, Blue Torch Finance LLC, as agent for the Debtors’ prepetition secured lenders (“**Blue Torch**”), and Priority negotiated the terms and conditions of the LOI. On March 28, 2023, the necessary parties executed the LOI with Priority.

15. On April 22, 2023, after being informed by Priority that it no longer was willing to consummate the proposed transaction outside of a chapter 11 process, and that it had not completed its due diligence, the Debtors, after consultation with the Prepetition Secured Parties, terminated the LOI. Following termination of the LOI, the Debtors continued discussions with Priority regarding a potential stalking horse bid. In addition, on April 24, 2023, the Debtors re-initiated their marketing efforts.

16. At the time of the Petition Date, the Debtors, with the assistance of Portage Point, had contacted approximately 101 strategic buyers and 79 financial buyers. Plan at Article 3.3(d)(i). Of these, approximately 12 strategic buyers and 20 financial buyers had executed non-disclosure agreements (each, an “**NDA**”). *Id.*

17. Parties who executed an NDA were provided with access to the Data Room, which contained diligence information about the Debtors and their assets and the CIM. Plan at Article 3.2(c). Portage Point responded to various inquiries and, together with the Debtors’ management team, conducted virtual and in-person meetings with several of the potential buyers who executed NDAs in order to offer them the opportunity to ask questions about the Assets and the Debtors’ operations. *Id.*

18. In addition, prior to filing, the Debtors and their advisors began negotiating a potential stalking horse bid from PlastiQ, Powered by Priority LLC, an acquisition vehicle formed by Priority, that would potentially be effectuated through a chapter 11 proceeding. *Id.* On the Petition Date, the Debtors filed a motion [Docket No. 23] (the “**Bidding Procedures Motion**”) seeking authority to proceed with a bidding and auction process to consummate a sale through the Sale Process to generate maximum value for the Debtors’ assets, which authority was granted [Docket No. 127].

19. As set forth in the Bidding Procedures Motion, the Debtors, in consultation with Portage Point and their other professional advisors worked extensively to implement a robust and expeditious Sale Process. Plan at Article 3.3(d)(ii). Post-petition, Portage Point continued to market the Debtors’ assets. Specifically, Portage Point reapproached a number of parties contacted as part of the pre-petition process with an update on the situation and copy of the bidding procedures and sale motion. In addition, Portage Point was in contact with 22 additional parties, including both strategic and financial buyers, who were not approached prior to the Petition Date. This brought the total number of parties contacted to 202 (112 strategic and 90 financial). Of these, a total of 45 parties signed an NDA. For those 45 parties that executed an NDA, Portage Point provided them with the CIM, provided access to the Data Room, and provided all potential parties in interest with access to the management team, if desired. *Id.*

20. Throughout the Sale Process, Portage Point supplemented its outreach efforts by sending periodic emails and/or calls to all interested parties with updates on the process, additions to the Data Room, and other supplemental information as the Chapter 11 Cases progressed (including re-engaging with all potential parties in interest after the bid procedures hearing and sending a process update reflecting the additional time available to submit binding bids, among

other things). *Id.* Portage Point spent considerable time, energy, and resources engaging with potential bidders and other parties. *Id.*

21. Despite Portage Point's extensive marketing efforts, the Debtors received only one bid (*i.e.*, the Stalking Horse Agreement). Plan at Article 3.3(d)(ii). Accordingly, the Debtors, after consultation with their advisors and in their business judgment, determined that the Stalking Horse Agreement was the highest and best bid and in the best interests of the Debtors' estates and their creditors and other parties in interest in these Chapter 11 Cases. *Id.*

D. The Sale and Plan.

22. On July 31, 2023, upon request of the Debtors, the Court entered that certain order [Docket Nos. 223] (the "**Sale Order**") authorizing the sale of all or substantially all of the Debtors' assets (the "**Sale**") to the Stalking Horse Bidder pursuant to the terms of the Stalking Horse Agreement and Sale Order. The Sale closed on August 1, 2023, upon which the \$1,250,000.00 Sale Transaction Fee became payable to Portage Point.

23. On July 31, 2023, the Debtors filed the Plan. The hearing to consider confirmation of the Plan is currently scheduled for September 14, 2023 at 10:00 a.m. prevailing Eastern Time.

RELIEF REQUESTED

24. By this Application, Portage Point requests entry of the proposed Order (a) granting final approval and allowance of the \$1,250,000.00 Sale Transaction Fee in accordance with the terms and conditions of the Engagement Letter, the Retention Application, and the Retention Order; (b) authorizing and directing the Debtors to pay to Portage Point the Sale Transaction Fee upon entry of the Order; and (c) granting such other relief as is just and equitable under the circumstances.

THE REQUESTED COMPENSATION SHOULD BE ALLOWED

25. Portage Point hereby files this Application pursuant to the Retention Order's requirement that Portage Point obtain approval for any "success fees or other back-end" fees earned in these Chapter 11 Cases on the reasonableness standard of § 330 of the Bankruptcy Code. Section 330 of the Bankruptcy Code provides that a court may award a professional (employed under § 327) "reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). Section 330(a)(3) also sets forth the following non-exclusive criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded . . . the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including—

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and expertise in the bankruptcy field; and
- (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3); *see also In re XO Communications, Inc.*, 398 B.R. 106, 113 (Bankr. S.D.N.Y. 2008) ("In considering a transaction fee, courts recognize that certain of these factors do not apply, such as 'time spent' or the 'rates charged.'") (quoting *In re Intellogic Trace, Inc.*,

188 B.R. 557, 559 (Bankr. W.D. Tex. 1995)). In *In re XO Communications, Inc.*, the bankruptcy court instead considered “(i) whether the [professional’s] services were necessary and beneficial to the estates at the time they were rendered, and (ii) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in the cases outside of bankruptcy.” *Id.*, 398 B.R. at 113.

26. As a result, when considering whether a request for a success fee should be approved, it is not necessary that the applicant demonstrate that it generated the kind of extraordinary results that would be needed in order to satisfy the standards for awarding bonus compensation. *See id.*, at 113, n.8; *see also In re Enron Corp.*, 2006 WL 1030421, *6 (Bankr. S.D.N.Y. Apr. 12, 2006) (approving success fee to interim management services provider and noting that a “success fee, as referenced in the Agreement, is not a ‘bonus,’ ‘premium’ or ‘fee enhancement’ as such terms are often used to described a request by a section 330 professional based upon extraordinary results, inter alia, not otherwise compensated for in the hourly rates, etc. of the professional.”).

27. For the reasons stated herein, there can be no question that (a) the Sale Transaction Fee sought by Portage Point is reasonable based on the customary compensation charged by comparably skilled practitioners, and (b) the services rendered by Portage Point in these Chapter 11 Cases were necessary and beneficial to the Debtors’ estates at the time they were rendered.

28. The Sale Transaction Fee sought by Portage Point in these Chapter 11 Cases was negotiated at an arm’s-length basis by Portage Point and the Debtors. At the time the Sale Transaction Fee was negotiated, the Debtors were familiar with Portage Point’s fee structure given their prepetition relationship and were aware of the conditions under which the Sale Transaction Fee would become due as set forth in the Engagement Letter. Furthermore, the inclusion of the

Sale Transaction Fee as part of Portage Point's overall compensation structure was disclosed in connection with the Retention Application, as such terms were included in the Engagement Letter attached thereto.

29. The Sale Transaction Fee negotiated between the Debtors and Portage Point is similar to and consistent with fees approved in this and other districts to firms providing interim management services similar to those rendered by Portage Point Professionals in these Chapter 11 Cases. *See e.g., In re Beavex Holding Corporation*, No. 19-10316 (LSS), *Order Approving Application of S3 Advisors, LLC for Approval of Success Fee* [Docket No. 346] (Bankr. D. Del. June 17, 2019) (approving CRO's success fee upon transaction consummation); *In re Ensequence, Inc.*, 18-10182 (KG), *Omnibus Order Approving Professional Final Fee Applications* [Docket 279] (approving percentage based success fee to CRO).

30. Pursuant to the Portage Point Retention Order, Portage Point has filed the requisite monthly staffing report [Docket No. 226], which provides detailed entries of the services provided, hours and time worked, and fees billed during the respective periods.

31. In determining whether to approve the Sale Transaction Fee, it is important to consider the valuable results in these Chapter 11 Cases, for which substantial credit is due to the high-quality services rendered by the Portage Point. Portage Point was instrumental in driving the process to a successful sale of the Debtors' businesses. With respect to the Sale Process, Portage Point's efforts resulted in the Stalking Horse Bidder's commitment when all other negotiations hit an impasse. In the postpetition marketing process, Portage Point was instrumental in generating interest in the assets despite significant complexity and operational risk. Furthermore, Portage Point worked constructively with other professionals to ensure that customer and employee attrition did not deter the Stalking Horse Bidder from proceeding with the Sale.

32. In connection with this Application, consideration should be given to the services described in paragraphs 11-21 above, which demonstrate that Portage Point assisted the Debtors achieve the Sale of substantially all of the Debtors' assets for an amount in the best interests of the Debtors, their estates, their creditors, and the other parties in interest in these Chapter 11 Cases.

33. Portage Point Professionals' services provided substantial benefit to the Debtors' overall chapter 11 proceedings by avoiding a long, drawn out and protracted case, which would have been costly and detrimental to the Debtors' estates, their creditors, and other parties in interest. Portage Point's efforts were critical to preserving liquidity and maximizing value for all stakeholders. Based on the foregoing, Portage Point submits that it has met the standard for approval of the Sale Transaction Fee and requests entry of the proposed Order authorizing and directing the Debtors to make such payment.

NOTICE

34. Notice of this Application will be provided to (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the Debtors' prepetition and postpetition secured lender; (d) counsel to the Debtors; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"). No previous request for the relief sought herein has been made to this or any other court.

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WHEREFORE, Portage Point respectfully requests entry of the proposed Order (a) granting final approval and allowance of the \$1,250,000.00 Sale Transaction Fee in accordance with the terms and conditions of the Engagement Letter, the Retention Application, and the Retention Order; (b) authorizing and directing the Debtors to pay to Portage Point the Sale Transaction Fee upon entry of the Order; and (c) granting such other relief as is just and equitable under the circumstances.

Dated: August 24, 2023

Respectfully submitted,

Triple P RTS, LLC

/s/ Vladimir Kasparov

Vladimir Kasparov

Managing Director

Co-Head of Turnaround & Restructuring

Portage Point Partners, LLC

300 North LaSalle, Suite 1420,

Chicago, Illinois 60654

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

In re:)	
)	Chapter 11
PLASTIQ INC., <i>et al.</i> , ¹)	
)	Case No. 23-10671 (BLS)
Debtors.)	
)	(Jointly Administered)
)	
)	<u>Objection Deadline:</u>
)	September 7, 2023 at 4:00 p.m. (ET)
)	
)	<u>Hearing Date:</u>
)	September 14, 2023 at 10:00 a.m. (ET)
)	

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that the *Application of Triple P RTS, LLC for Approval of Sale Transaction Fee* (the “**Application**”) has been filed with the United States Bankruptcy Court for the District of Delaware (the “**Court**”). The Application seeks allowance of Triple P RTS, LLC’s (“**Portage Point**”), provider of Vladimir Kasparov as Chief Restructuring Officer to the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), sale transaction fee in the amount of \$1,250,000.00.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the Application must be filed on or before **September 7, 2023 at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, copies of any responses or objections to the Application must be served upon Portage Point and the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER APPROVAL OF THE APPLICATION IS SCHEDULED FOR SEPTEMBER 14, 2023 AT 10:00 A.M. (ET) BEFORE THE HONORABLE BRENDAN L. SHANNON, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 1, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE APPLICATION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN CONNECTION WITH SUCH APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PlastiQ Inc. (6125), PLV Inc. d/b/a/ PLV TX Branch Inc. (5084), and Nearside Business Corp. (N/A). The corporate headquarters and the mailing address for the Debtors is 1475 Folsom Street, Suite 400, San Francisco, California 94103.

Dated: August 24, 2023
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Joseph M. Mulvihill

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Counsel for Debtors and Debtors in Possession

Exhibit A

Proposed Order

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

In re:

PLASTIQ, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10671 (BLS)

(Jointly Administered)

Re: Docket Nos. 53 and 112

**ORDER GRANTING APPLICATION OF TRIPLE P RTS, LLC
FOR APPROVAL OF SALE TRANSACTION FEE**

Upon the application (the “**Application**”)² of Triple P RTS, LLC (“**Portage Point**”), provider of Vladimir Kasparov as Chief Restructuring Officer (“**CRO**”) to the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”) and Scott Canna as Deputy Chief Restructuring Officer (“**DCRO**” and together with the CRO, the “**Executive Personnel**”) to the Debtors, and other supporting personnel (the “**Additional Personnel**”), as necessary, hereby submits this application (the “**Application**”), pursuant to §§ 105 and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended (the “**Bankruptcy Code**”),³ Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2016-2(h) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) requesting entry of this Order (a) granting final approval and allowance of a success fee in the amount of \$1,250,00.00 USD (the “**Sale Transaction Fee**”) earned in accordance with the terms

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors’ federal tax identification number, are: PlastiQ Inc. (6125), PLV Inc. d/b/a/ PLV TX Branch Inc. (5084), and Nearside Business Corp. (N/A). The corporate headquarters and the mailing address for the Debtors is 1475 Folsom Street, Suite 400, San Francisco, California 94103.

² Capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed to such terms in the Application.

³ Any references to “§” or “section” shall be to a section of the Bankruptcy Code unless otherwise so stated.

and conditions of that certain letter agreement between Portage Point and the Debtors, dated February 13, 2023 (the “**Engagement Letter**”),⁴ the Retention Application, and the Retention Order; (b) authorizing and directing the Debtors to pay to Portage Point the Sale Transaction Fee upon entry of the Order; and (c) granting such other relief as is just and equitable under the circumstances, all as more fully set forth in the Application; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), 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 to the Notice Parties, and it appearing that no other or further notice need be provided; and this Court having held a hearing, if necessary, to consider the relief requested in the Application (the “**Hearing**”); and upon the record of the Hearing and all of the proceedings had before this Court; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.
2. Portage Point is allowed, and the Debtors are hereby authorized to pay Portage Point, on a final basis, the Sale Transaction Fee in the amount of \$1,250,000.00 USD.

⁴ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Engagement Letter, the retention application [Docket No. 53] (the “**Retention Application**”), the *Order Authorizing The Debtors (I) To Employ And Retain Triple P RTS, LLC To Provide Vladimir Kasparov As Chief Restructuring Officer, Scott Canna As Deputy Chief Restructuring Officer, And Additional Personnel, As Necessary, Effective As Of The Petition Date, And (II) Granting Related Relief*, dated June 16, 2023 [Docket No. 112] (the “**Retention Order**”), or the *Combined Disclosure Statement and Chapter 11 Plan Of PlastiQ Inc. and Its Affiliated Debtors* [Docket No. 229] (the “**Plan**”), as applicable.

3. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

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