

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

VWS HOLDCO, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

Obj. Deadline: June 25, 2025 at 4:00 p.m. (ET)

Hearing Date: July 2, 2025 at 11:00 a.m. (ET)

**DEBTORS' APPLICATION  
FOR ENTRY OF AN ORDER UNDER SECTIONS 327(a)  
AND 328(a) OF THE BANKRUPTCY CODE, BANKRUPTCY  
RULES 2014 AND 2016, AND LOCAL RULES 2014-1 AND 2016-1  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF (I) TENEO  
SECURITIES LLC AS INVESTMENT BANKER AND (II) TENEO CAPITAL  
LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors” or the “Company”) submit this application (this “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing the retention and employment of (a) Teneo Securities LLC (“Teneo Securities”) as the Debtors’ investment banker and (b) Teneo Capital LLC (“Teneo Capital,” and together with Teneo Securities, “Teneo”) as the Debtors’ financial advisor in each case effective as of June 1, 2025 (the “Petition Date”). In support of this Application, the Debtors rely upon, and

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.



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incorporate by reference, (i) the *Declaration of Charles Boguslaski in Support of Debtors' Application for Entry of an Order Under Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing Retention and Employment of Teneo Securities LLC as Investment Banker, Effective as of the Petition Date* attached hereto as **Exhibit B** (the "Boguslaski Declaration"); and the (ii) *Declaration of Gary Polkowitz in Support of Debtors' Application for Entry of an Order Under Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing Retention and Employment of Teneo Capital LLC as Financial Advisor, Effective as of the Petition Date* attached hereto as **Exhibit C** (the "Polkowitz Declaration"), and together with the Boguslaski Declaration, the "Teneo Declarations"). In further support of this Application, the Debtors incorporate by reference the *Declaration of Steven Agran in Support of First Day Relief*[D.I. 12] (the "First Day Declaration")<sup>2</sup> and respectfully represent as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b) and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (N), and (O). Venue of the Debtors' chapter 11 cases and this Application in this Court is proper pursuant to 28 U.S.C. § 1408.

2. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

3. The bases for the relief requested herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1.

### **BACKGROUND**

4. On the Petition Date, the Debtors commenced the above-captioned cases (these “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No creditors’ committee has been appointed by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), nor has a trustee or examiner been appointed in these Chapter 11 Cases.

5. Additional details regarding the Debtors, their businesses, the events leading to commencement of these Chapter 11 Cases, and the facts and circumstances supporting the relief requested herein are set forth in the First Day Declaration and are incorporated herein by reference.

### **RELIEF REQUESTED**

6. The Debtors desire to retain and employ Teneo Securities as investment banker and Teneo Capital as financial advisor. By this Application, the Debtors respectfully request entry of the Proposed Order, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, authorizing the Debtors to employ and retain (a) Teneo Securities as the Debtors’ investment banker pursuant to and in accordance with the terms and conditions set forth in their engagement agreement dated May 23, 2025, a copy of which is attached to the Proposed Order as Exhibit 1 (the “Teneo Securities Engagement Agreement”), and (b) Teneo Capital as the Debtors’ financial advisor pursuant to and in accordance with the terms and conditions set forth in their engagement agreement dated May 23, 2025, a copy of which is attached to the Proposed Order as Exhibit 2 (the “Teneo Capital

Engagement Agreement,” and together with the Teneo Securities Engagement Agreement, the “Engagement Agreements”),<sup>3</sup> in each case effective as of the Petition Date.

### **TENEO’S QUALIFICATIONS**

7. In consideration of the size and complexity of their businesses, as well as the circumstances and exigencies of these Chapter 11 Cases, the Debtors have determined that the services of experienced investment bankers and financial advisors will substantially enhance their attempts to maximize the value of their estates. Teneo is well-qualified to provide these services in light of its extensive knowledge and expertise with respect to chapter 11 proceedings.

8. Teneo and its professionals have deep experience and provide a range of services, including turnaround consulting, operational due diligence, creditor advisory services, investment banking services, and financial and operational restructuring. Teneo’s debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company’s financial position, including developing or validating forecasts, business plans, and related assessments of a business’s strategic position; monitoring and managing cash, cash flow, and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages.

9. Teneo also specializes in assisting and advising debtors, creditors’ committees, creditors, investors, and court-appointed officials in bankruptcy proceedings and out-of-court workouts. Teneo’s services have included, among other things, assistance in (a) developing, analyzing, evaluating, negotiating and confirming chapter 11 plans; (b) testifying in cases

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<sup>3</sup> The summaries of the Engagement Agreements in this Application are qualified by reference to the provisions of the Engagement Agreements. To the extent there is any discrepancy between such summaries and the terms set forth in the applicable Engagement Agreement, the terms of such Engagement Agreement shall control. Capitalized terms used and not otherwise defined in this Application have the meanings ascribed to them in the applicable Engagement Agreement.

regarding debtor-in-possession financing, feasibility, debt restructuring, valuation, 363 processes, and insolvency-related litigation; and (c) advising debtors and committees in the various financial aspects of reorganizations, debt and equity capital raises, and sale and M&A processes in numerous nationally prominent bankruptcy proceedings.

10. Gary Polkowitz, a senior managing director of Teneo Capital who will be leading the Teneo Capital financial advisory engagement for the Debtors, has more than 30 years of experience providing restructuring and financial advisory, fiduciary, litigation support, financial forensic, accounting, and auditing services to a wide variety of clients. Mr. Polkowitz has advised companies, secured lenders, unsecured creditors, equity holders, committees, fiduciaries and other constituencies across a litany of industries. He has also been retained as a testifying or consulting expert in numerous litigation support matters. In addition, Mr. Polkowitz provides interim management services, including helping clients evaluate operational performance, strategic alternatives, cost structures, and day-to-day corporate financial operations. He has overseen financial reporting and controls, transactional due diligence, and audit processes for many of his clients.

11. Charles Boguslaski, a senior managing director of Teneo Securities who will be leading the Teneo Securities investment banking engagement for the Debtors, has more 25 years of investment banking and financial restructuring experience. His clients include public and private companies, boards of directors, financial institutions, credit funds, and hedge funds across a variety of assignments including M&A, distressed M&A, debt and equity capital raises, exchange transactions, financial restructurings, and reorganization negotiations.

12. Teneo's professionals have advised and provided strategic advice to debtors-in-possession, official and unofficial committees, and other interested parties in many large and

complicated chapter 11 proceedings. *See, e.g., In re Northvolt AB*, No. 24-90577 (ARP) (Bankr. S.D. Tex. Nov. 21, 2024); *In re Nuvo Group USA, Inc.*, No. 24-11880 (MFW) (Bankr. D. Del. Aug. 22, 2024); *In CorEnergy Infrastructure Tr., Inc.*, No. 24-40236 (CAN) (Bankr. W.D. Mo., Feb. 25, 2024); *In re Bird Global, Inc.*, No. 23-20514 (CLC) (Bankr. S.D. Fla. Dec. 29, 2023); *In re AN GLOBAL LLC*, No. 23-11294 (JKS) (Bankr. D. Del. Aug. 28, 2023); *In re Stanadyne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Feb. 16, 2023); *In Vivus, Inc.*, No. 20-11779 (LSS) (Bankr. D. Del. July 7, 2020); *In re The Hertz Corporation*, No. 20-11218 (MFW) (Bankr. D. Del. May 22, 2020); *In re The Hertz Corporation*, No. 20-11218 (MFW) (Bankr. D. Del. May 22, 2020); *In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 4, 2020); *In re Elk Petroleum*, No. 19-11157 (LSS) (Bankr. D. Del. May 22, 2019); *In re Immune Pharmaceuticals, Inc.*, No. 19-13273 (Bankr. D.N.J. Feb. 17, 2019); *In re Ditech Holding Corp.*, No. 19-10412 (JLG) (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Novum Pharma, LLC*, No. 19-10209 (BLS) (Bankr. D. Del. Feb. 3, 2019); *In re Welded Construction, L.P.*, No. 18-12378 (KG) (Bankr. D. Del. Oct. 22, 2018); *In re Sears Holdings Corporation* No. 18-23538 (RDD) (Bankr. S.D. N.Y.. Oct. 15, 2018); *In re Zohar III Corp.*, No. 18-10512 (KBO) (Bankr. D. Del. Mar. 11, 2018); *In re Rentech WP U.S., Inc.*, No. 17-12958 (LSS) (Bankr. D. Del. Dec. 19, 2017); *In re Think Finance, LLC*, No. 17-33964 (HDH) (Bankr. N. D. Tex. Oct. 23, 2017); *In re CST Industrial Holdings Inc.*, No. 17-11292 (BLS) (Bankr. D. Del. June 12, 2017); *In re Linc USA GP, Inc.*, No. 16-32689 (DRJ) (Bankr. S.D. Tex. May 29, 2016); *In re Cal Dive Int'l, Inc.*, No. 15-10458 (CSS) (Bankr. D. Del. Mar. 3, 2015); *In re Monitor Co. Grp. Ltd. P'ships*, No. 12-13042 (CSS) (Bankr. D. Del. Nov. 2, 2012); *In re Sun Times Media Grp.*, No. 09-11092 (CSS) (Bankr. D. Del. Mar. 31, 2009); *In re Linens Holdings Co.*, No. 08-10832 (CSS) (Bankr. D. Del. May 2, 2008).

13. The Debtors have selected Teneo because of Teneo's experience and reputation for providing financial advisory and investment banking services in large, complex chapter 11 cases such as those listed above. Furthermore, Teneo has performed significant prepetition work for the Debtors, including charting a strategy for a sale process to be run by Teneo during these Chapter 11 Cases, participating in negotiations of the terms of the Debtors' DIP Facility being provided by the DIP Lenders (each as defined in the First Day Declaration), and analysis and preparation of the Debtors' initial budget. As a result, Teneo's professionals have acquired significant knowledge of the Debtors and their businesses, and familiarity with the Debtors' financial affairs, debt structure, operations, and related matters. Likewise, in providing prepetition services to the Debtors, Teneo's professionals have worked closely with the Debtors' management, chief restructuring officer (CRO), and their other advisors. Accordingly, based on Teneo's experience, expertise, and specifically relevant knowledge regarding the Debtors, which will assist Teneo in providing effective and efficient services in these Chapter 11 Cases, and Teneo's overall strong restructuring practice, the Debtors submit that the retention of Teneo on the terms and conditions set forth herein and in the Engagement Letters is necessary and appropriate, in the best interests of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

14. If this Application is approved, Teneo's personnel, all with substantial experience in the areas discussed above, will continue to provide services to the Debtors. Such personnel will continue to work closely with the Debtors' management, the CRO, and other professionals throughout the Debtors' restructuring process. By virtue of the experience and expertise of its restructuring personnel and the significant prepetition work performed for the Debtors prepetition, Teneo is well-qualified to provide services to and represent the Debtors' interests in these Chapter 11 Cases.

## **SCOPE OF SERVICES**

### **I. Teneo Securities Investment Banking Services**

15. Subject to approval by the Court, the Debtors propose to retain Teneo Securities to provide investment banking services to the Debtors pursuant to the Teneo Securities Engagement Letter. The terms and conditions of the Teneo Securities Engagement Letter were negotiated between the Debtors and Teneo Securities and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Under the Teneo Securities Engagement Letter, Teneo Securities has and will assist the Debtors in matters throughout the course of these Chapter 11 Cases, including, but not limited to, the following (the “Teneo Securities Services”):

- assist the Company in analyzing and evaluating the business, operations and financial position of the Company;
- assist the Company in the preparation of an offering memorandum relating to the proposed Transaction<sup>4</sup> for distribution and presentation to potential purchasers;

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<sup>4</sup> “Transaction” means either a Financing Transaction or a Sale Transaction, as the case may be. For the avoidance of doubt, a transaction cannot be considered both a Financing Transaction and a Sale Transaction (if it satisfies the definition of both, then it will be deemed a Sale Transaction rather than a Financing Transaction).

“Financing Transaction” means any transaction or series of transactions involving (i) the sale, transfer or disposition of an interest in the assets of the Company, other than a sale of the assets of the Company in the ordinary course of business; (ii) the sale, disposition, transfer, issuance, placement, or disposition of the capital stock or other actual, phantom, or synthetic equity interests in Company by the Company, its affiliates or the Equityholders, other than an issuance of equity interests to the Company’s management or employees in the ordinary course of business; or (iii) the Company raising, refinancing, restructuring, or obtaining a commitment for, debt financing (including, but not limited to, senior, unitranche, mezzanine, or other subordinated indebtedness, whether secured or unsecured) by, or for the benefit of, the Company or its affiliates by any method from any source.

“Sale Transaction” means any transaction or series of transactions involving (i) an acquisition, merger, consolidation, reorganization, recapitalization, joint venture or other business arrangement or combination (including, but not limited to, the sale or licensing of the brand name, intellectual property, or products of the Company) pursuant to which all or a portion of the Company is sold to or otherwise combined with another entity; (ii) the sale, transfer, liquidation, or disposition of an interest in fifty percent (50%) or more of the assets of the Company; or (iii) the sale, transfer, issuance or disposition of fifty percent (50%) or more of the capital stock or other actual, phantom or synthetic equity interest in the Company. Without limiting the generality of the foregoing, any Transaction resulting in the sale or transfer of 50% or more of the Company’s assets or equity will be deemed a Sale Transaction rather than a Financing Transaction.



- assist the Company in the preparation and implementation of a marketing plan with respect to the proposed Transaction;
- assist the Company in screening and contacting interested prospective purchasers;
- assist the Company in evaluating proposals which are received from potential purchasers;
- advise the Company on tactics and strategies for negotiating with the Company's creditors, stakeholders, parties in interest and potential buyers or capital providers and participate in negotiations relating to the proposed Transaction or debt restructuring proposals;
- advise the Company with respect to the form and structure of, and consideration to be received in the proposed Transaction;
- assist the Company and its professionals in the review and negotiation of any proposed Transaction; and
- provide the Company such other financial advisory services as may be mutually agreed by Teneo Securities and the Company in furtherance of consummating the proposed Transaction.

## **II. Teneo Capital Financial Advisory Services**

16. Subject to approval by the Court, the Debtors propose to retain Teneo Capital to provide financial advisory services to the Debtors pursuant to the Teneo Capital Engagement Letter. The terms and conditions of the Teneo Capital Engagement Letter were negotiated between the Debtors and Teneo Capital and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Under the Teneo Capital Engagement Letter, Teneo Capital has and will assist the Debtors in matters throughout the course of these Chapter 11 Cases, including, but not limited to, the following (the "Teneo Capital Services," and collectively with the Teneo Securities Services, the "Services"):

- assist the Company and counsel with the development and preparation of contingency plans;
- assist in negotiations with various stakeholders, including creditors and other parties as requested;

- assist the Company in developing, evaluating, structuring, negotiating, and implementing the terms and conditions of a restructuring, plan of reorganization, or liquidation;
- assist with the collection of diligence and preparation of necessary bankruptcy filings, reports, and schedules as necessary;
- assist the Company with its treasury activities, including the management of the Company's 13-week cash forecast and related variance analysis;
- assist with customer and vendor management as requested; and
- provide the Company with other general restructuring advice as the Company deems appropriate and fall within Teneo Capital's expertise.

#### **TENEO'S DISINTERESTEDNESS**

17. To the best of the Debtors' knowledge, and except as disclosed herein or in the Teneo Declarations, Teneo: (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code; (b) does not hold or represent any interest materially adverse to the Debtors' estates; and (c) has no connection to the Debtors, their creditors, or other parties-in-interest in these Chapter 11 Cases, or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee.

18. As set forth in further detail in the Teneo Declarations, Teneo does not represent any other entity having an adverse interest in connection with the Chapter 11 Cases, and does not hold or represent an interest adverse to the interests of the Debtors' estates.

19. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Teneo's retention are discovered or arise, Teneo will use reasonable efforts to promptly file a related supplemental declaration.

### **EFFORTS TO AVOID DUPLICATION OF SERVICES**

20. The Debtors have applied, or expect to apply, to the Court to retain additional professionals, including: (a) Pashman Stein Walder Hayden P.C., as counsel to the Debtors, and (b) Carl Marks Advisory Group LLC (“CMA”), to designate Steven Agran as chief restructuring officer. The Debtors do not believe that the services to be performed by Teneo on behalf of the Debtors will be duplicative of services provided by these additional professionals. To avoid duplication of efforts, Teneo and CMA will hold weekly coordination calls and establish task delineation protocols. Furthermore, Teneo Securities and Teneo Capital will work closely to avoid duplication of services within Teneo. The Debtors and Teneo are mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of Teneo’s retention as investment banker and financial advisor. The Debtors understand that Teneo will use its reasonable efforts to work cooperatively with the Debtors’ other professionals to integrate any respective work performed by those professionals on behalf of the Debtors.

### **PROFESSIONAL COMPENSATION**

#### **I. Teneo Securities Professional Compensation**

21. Teneo Securities’ decision to accept this engagement to advise and assist the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in the Teneo Securities Engagement Letter (the “Teneo Securities Fee and Expense Structure”).

22. As more fully described in the Teneo Securities Engagement Letter, subject to the Court’s approval, Teneo Securities intends to apply for compensation for professional services

rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases pursuant to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

23. Teneo Securities will bill the Debtors hourly for its services during these Chapter 11 Cases. Teneo's hourly fees will be based on the actual hours charged at its standard hourly rates, which are in effect when the services are rendered. Teneo Securities' current hourly rates for the employees expected to work on this matter are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Senior Managing Directors, Managing Directors, and Senior Advisors	\$925–\$1,300
Senior Directors, Directors, and Vice Presidents	\$550–\$925
Associates and Analysts	\$375–\$550
Administrative Staff	\$200–\$375

24. Teneo Securities reviews and revises its billing rates on a periodic basis. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective, after providing ten (10) days' notice to the Office of the U.S. Trustee for the District of Delaware (the "U.S. Trustee") and any statutory committee appointed in the Chapter 11 Cases.

25. In addition to compensation for professional services rendered by Teneo Securities personnel, Teneo Securities will seek reimbursement for reasonable and necessary expenses incurred in connection with the Chapter 11 Cases, including, but not limited to, all documented travel expenses, meals, computer and database research charges, messenger services, and reasonable fees and expenses of its legal counsel, if any, and other advisors retained by Teneo Securities.

26. The fee structure described above is consistent with and typical of compensation arrangements entered into by Teneo Securities and other comparable firms in connection with the rendering of similar services under similar circumstances. The Debtors believe that the Teneo Securities Fee and Expense Structure is reasonable, market-based, and designed to fairly compensate Teneo Securities for its work and to cover fixed and routine overhead expenses.

27. The Debtors seek to employ and retain Teneo Securities *nunc pro tunc* to the Petition Date. Prior to Teneo Securities providing the Teneo Securities Services, the Debtors provided Teneo Securities a retainer of \$100,000 (the “Teneo Securities Retainer”). Teneo Securities applied \$15,715 in fees and against the retainer prepetition, leaving a balance of \$84,285 as of the Petition Date.

## **II. Teneo Capital Professional Compensation**

28. Teneo Capital’s decision to accept this engagement to advise and assist the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in the Teneo Capital Engagement Letter (the “Teneo Capital Fee and Expense Structure,” and together with the Teneo Securities Fee and Expense Structure, the “Fee Structure”).

29. As more fully described in the Teneo Capital Engagement Letter, subject to the Court’s approval, Teneo Capital intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases pursuant to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

30. Teneo Capital will bill the Debtors hourly for its services during these Chapter 11 Cases. Teneo Capital's hourly fees will be based on the actual hours charged at its standard hourly rates, which are in effect when the services are rendered. Teneo Capital's current hourly rates for the employees expected to work on this matter are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Senior Managing Directors, Managing Directors, and Senior Advisors	\$925–\$1,300
Senior Directors, Directors, and Vice Presidents	\$550–\$925
Associates and Analysts	\$375–\$550
Administrative Staff	\$200–\$375

31. Teneo Capital reviews and revises its billing rates on a periodic basis. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective, after providing ten (10) days' notice to the U.S. Trustee and any statutory committee appointed in the Chapter 11 Cases.

32. In addition to compensation for professional services rendered by Teneo Capital personnel, Teneo Capital will seek reimbursement for reasonable and necessary expenses incurred in connection with the Chapter 11 Cases, including, but not limited to, all documented travel expenses, meals, computer and database research charges, messenger services, and reasonable fees and expenses of its legal counsel, if any, and other advisors retained by Teneo Capital.

33. The fee structure described above is consistent with and typical of compensation arrangements entered into by Teneo Capital and other comparable firms in connection with the rendering of similar services under similar circumstances. The Debtors believe that the Teneo Capital Fee and Expense Structure is reasonable, market-based, and designed to fairly compensate Teneo Capital for its work and to cover fixed and routine overhead expenses.

34. The Debtors seek to employ and retain Teneo Capital *nunc pro tunc* to the Petition Date. Prior to Teneo Capital providing the Teneo Capital Services, the Debtors provided Teneo Capital a retainer of \$225,000 (the “Teneo Capital Retainer”). The Teneo Capital Retainer was paid in two installments: (i) \$150,000 paid on May 28, 2025, and (ii) \$75,000 paid on May 30, 2025, in accordance with the Teneo Capital Engagement Letter. Teneo Capital applied \$114,827.50 in fees and \$581.02 in expenses against the retainer prepetition, leaving a balance of \$109,591.48 as of the Petition Date.

### **INDEMNIFICATION PROVISION**

35. In connection with the Engagement Agreement, the Debtors have agreed to provide indemnification to, and to limit the liability of, (a) Teneo Securities in accordance with Annex A to the Teneo Securities Engagement Agreement and (b) Teneo Capital in accordance with Section 5 of the Terms and Conditions of the Teneo Capital Engagement Letter (together, the “Indemnification Provision”). Subject to the provisions of the Proposed Order, the Debtors have agreed to indemnify and hold harmless Teneo and its affiliates, and their respective directors, members, officers, employees, agents, and controlling persons (collectively, the “Indemnified Persons”), from and against any and all losses, claims, damages, and liabilities related to or arising out of Teneo’s engagement, as more fully described in the Engagement Agreements and Annex A thereto.

36. The terms of the Indemnification Provision were fully negotiated at arms-length and in good faith between the Debtors and Teneo. The Indemnification Provision is a standard provision and reflects the qualifications and limits on indemnification provisions that are customary in Delaware and other jurisdictions. The provisions contained in the Engagement Letters, viewed in conjunction with the other terms of Teneo’s proposed retention, are reasonable

and in the best interest of the Debtors, their estates, and all parties in interest in light of the fact that the Debtors require Teneo's services to successfully restructure. Accordingly, as part of this Application, the Debtors request that this Court approve the Indemnification Provision as set forth in the Engagement Letters, as may be amended by the Proposed Order.

### **BASIS FOR RELIEF**

**A. The Debtors Should be Permitted to Retain and Employ Teneo on the Terms of the Engagement Letters Pursuant to Sections 327 and 328 of the Bankruptcy Code.**

37. The Debtors seek approval of the retention and employment of Teneo pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides that a debtor in possession "may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" the debtor in possession in carrying out its duties. 11 U.S.C. § 327(a).

38. In addition, section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Accordingly, section 328 permits the compensation of professionals, including investment bankers and financial advisors, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum (In re Nat'l Gypsum Co.)*:

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants "reasonable compensation" based



on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

123 F.3d 861, 862 (5th Cir. 1997) (internal citations and emphasis omitted).

39. As discussed above and in the Teneo Declaration, Teneo satisfies the disinterestedness standard in section 327(a) of the Bankruptcy Code. Engaged prepetition, Teneo had been advising the Debtors prior to the commencement of these chapter 11 cases and has already committed a significant amount of time and effort assisting the Debtors with their restructuring efforts. Additionally, given the numerous issues that Teneo may be required to address in the performance of its services for the Debtors pursuant to the Engagement Letters, Teneo's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Teneo's services for engagements of this nature, the Debtors believe that the terms and conditions of the Engagement Letters are fair, reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

40. As set forth above, and notwithstanding approval of the Engagement Letters under section 328 of the Bankruptcy Code, Teneo intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Amended Guidelines, the Trustee Guidelines, and any other applicable procedures and orders of the Court. Furthermore, the Debtors propose that their obligation to pay any fee, expense, or indemnity to Teneo or an Indemnified Person not be subject to any reduction by way of setoff, recoupment, or counterclaim.

41. The Debtors also believe that employment of Teneo effective as of the Petition Date is warranted under the circumstances of these Chapter 11 Cases. Teneo has provided, and will

continue to provide, critical and valuable Services to the Debtors. *See, e.g., In re Ark. Co.*, 798 F.2d 645, 648 (3d Cir. 1986) (“[T]he bankruptcy courts have the power to authorize retroactive employment of counsel and other professionals under their broad equity power.”) (collecting cases).

**B. The Indemnification Provision Is Appropriate.**

42. The Indemnification Provision, as modified by the Proposed Order, was negotiated between the Debtors and Teneo. The Debtors and Teneo believe that the Indemnification Provision is customary and reasonable for investment banking and financial advisory engagements both out of court and in chapter 11 cases. *See, e.g., In re Internap Technology Solutions Inc.*, No. 20-22393 (RDD) (Bankr. S.D.N.Y. May 5, 2020); *In re Rentpath Holdings, Inc.*, No. 20-10312 (BLS) (Bankr. D. Del. Mar. 10, 2020); *In re Sanchez Energy Corp.*, No. 19-34508 (MI) (Bankr. S.D. Tex. Oct. 21, 2019); *In re Monitronics Int’l, Inc.*, No. 19-33650 (DRJ) (Bankr. S. D. Tex. Aug. 2, 2019); *In re Aegeion Pharmaceuticals, Inc.*, No. 19-11632 (MG) (Bankr. S.D.N.Y. July 10, 2019); *In re Aegean Marine Petroleum Network Inc.*, No. 18-13374 (MEW) (Bankr. S.D.N.Y. Feb. 20, 2019); *In re Global A&T Electronics Ltd.*, No. 17-23931 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); *In re Cumulus Media Inc.*, No. 17-13381 (SCC) (Bankr. S.D.N.Y. Dec. 21, 2017); *In re Breitburn Energy Partners LP*, No. 16-11390 (Bankr. S.D.N.Y. July 20, 2016); *In re AOG Entm’t, Inc.*, No. 16-11090 (SMB) (Bankr. S.D.N.Y. June 8, 2016); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 11, 2015); *In re Allied Nevada Gold Corp.*, No. 15-10503 (MFW) (Bankr. D. Del. April 15, 2015); *In re Eagle Bulk Shipping Inc.*, No. 14-12303 (SHL) (Bankr. S.D.N.Y. Sept. 19, 2014); *In re GSE Envtl., Inc.*, No. 14-11126 (MFW) (Bankr. D. Del. May 30, 2014); *In re MPM Silicones, LLC*, No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014); *In re MACH Gen, LLC*, No. 14 10461 (MFW) (Bankr. D. Del. Apr. 11, 2014); *In re Sbarro*

*LLC*, No. 14-10557 (MG) (Bankr. S.D.N.Y. Apr. 7, 2014); *In re Sorenson Commc'ns, Inc.*, No. 14 10454 (BLS) (Bankr. D. Del. Mar. 25, 2014).

43. Accordingly, the Debtors respectfully submit that the terms of the Indemnification Provision, as modified pursuant to the Proposed Order, are reasonable and customary and should be approved in these Chapter 11 Cases.

**C. The Retention of Teneo Is Critical to the Debtors' Chapter 11 Efforts.**

44. The Debtors submit that the retention of Teneo is in the best interests of all parties in interest in these chapter 11 cases. As set forth above, Teneo has extensive experience in matters involving complex financial restructurings and an excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States. Teneo is a preeminent investment banking and financial advisory firm that is intimately familiar with the Debtors' businesses. Denial of the relief requested herein will deprive the Debtors of the assistance of Teneo's uniquely qualified professionals who have provided significant and critically necessary services prior to the Petition Date and have continued to assist the Debtors following the Petition Date. Indeed, if the Debtors were forced to engage a new investment banker and financial advisor who lack a thorough understanding of the Debtors' businesses and the initiatives that have been implemented over the course of Teneo's engagement, such change would mandate the commitment of significant resources to educate a replacement, causing significant delay and increased cost. Based on services performed to date, Teneo has been integral to preparing the Debtors for these Chapter 11 Cases.

45. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules to support entry of an order authorizing the Debtors to retain and employ Teneo in these chapter 11 cases on the terms described herein and in the Engagement Letters.

**NOTICE**

46. Notice of this Application has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Debtors' consolidated twenty (20) largest unsecured creditors; (iii) counsel to the DIP Lenders; and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

**NO PRIOR APPLICATION**

47. No previous application for the relief sought herein has been made to this or any other Court.

*[Remainder of page left blank intentionally]*

**CONCLUSION**

**WHEREFORE**, Debtors respectfully request that this Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, authorizing the retention of Teneo Securities as their investment banker and Teneo Capital as their financial advisor, in each case effective as of the Petition Date, and grant such other and further relief as is just and proper.

Dated: June 11, 2025  
New York, New York

/s/ Steven Agran  
Steven Agran  
Chief Restructuring Officer

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

In re

VWS Holdco, Inc., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

**Obj. Deadline: June 25, 2025 at 4:00 p.m. (ET)**

**Hearing Date: July 2, 2025 at 11:00 a.m. (ET)**

**NOTICE OF HEARING REGARDING DEBTORS' APPLICATION FOR ENTRY OF AN  
ORDER UNDER SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 2014 AND 2016, AND LOCAL RULES 2014-1 AND  
2016-1 AUTHORIZING RETENTION AND EMPLOYMENT OF (I) TENEO  
SECURITIES LLC AS INVESTMENT BANKER AND (II) TENEO CAPITAL  
LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF THE PETITION DATE**

**PLEASE TAKE NOTICE** that on June 11, 2025, the above captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Application for Entry of an Order Under Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing Retention and Employment of (I) Teneo Securities LLC as Investment Banker and (II) Teneo Capital LLC as Financial Advisor, Effective as of the Petition Date* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to the Motion must (a) be in writing, (b) be filed with the Clerk of the Bankruptcy Court, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801, on or before **June 25, 2025 at 4:00 p.m. (ET)** (the "Objection Deadline"), and (c) served as to be received on or before the Objection Deadline upon (i) the Debtors, (b) proposed counsel to the Debtors, Pashman Stein Walder Hayden, P.C., 824 N. Market Street, Suite 800, Wilmington, Delaware 19801, Attn: John W. Weiss (jweiss@pashmanstein.com), Leah M. Eisenberg (leisenberg@pashmanstein.com), Richard W. Riley (rriley@pashmanstein.com) and David E. Sklar (dsklar@pashmanstein.com), (ii) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov), and (iii) counsel to the DIP Lenders, Cole Schotz P.C., 1325 Avenue of the Americas, New York, NY 10019, Attn: Daniel F. X. Geoghan (DGeoghan@coleschotz.com).

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors' mailing address is P.O. Box 2770, Chesterfield, VA 23832.

**PLEASE TAKE FURTHER NOTICE** that only objections made in writing and timely filed and received, in accordance with the procedures above, will be considered by the Bankruptcy Court at such hearing.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION, IF NECESSARY, WILL BE HELD ON JULY 2, 2025 AT 11:00 A.M. (ET) BEFORE THE HONORABLE J. KATE STICKLES, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, WILMINGTON, DELAWARE 19801.**

**IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: June 11, 2025  
Wilmington, Delaware

**PASHMAN STEIN WALDER HAYDEN, P.C.**

/s/ Richard W. Riley

John W. Weiss (No. 4160)  
Richard W. Riley (No. 4052)  
824 North Market Street, Suite 800  
Wilmington, DE 19801  
Telephone: (302) 592-6496  
Email: jweiss@pashmanstein.com  
rriley@pashmanstein.com

-and-

Leah M. Eisenberg (admitted *pro hac vice*)  
David E. Sklar (admitted *pro hac vice*)  
Court Plaza South, East Wing  
21 Main Street, Suite 200  
Hackensack, NJ 07601  
Telephone: (201) 488-8200  
Email: leisenberg@pashmanstein.com  
dsklar@pashmanstein.com

*Proposed Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Order**



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

In re

VWS HOLDCO, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

Re: D.I. \_\_\_\_

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF (I) TENEO  
SECURITIES LLC AS INVESTMENT BANKER AND (II) TENEO CAPITAL  
LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order pursuant to sections 327(a) and 328(a) of title 11 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, authorizing the Debtors to retain and employ (a) Teneo Securities as the Debtors’ investment banker and (b) Teneo Capital as the Debtors’ financial advisor, in each case effective as of the Petition Date; and upon the Teneo Declarations annexed thereto; and the Court finding that: (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and reference from the District Court pursuant to 28 U.S.C. § 157; (ii) notice of the Application and the hearing was sufficient under the circumstances; and (iii) based on the Teneo Declarations, Teneo neither has nor represents any interest materially adverse to the interests of the Debtors’ estates, any other parties in interest, or in connection with the Debtors’ cases; and the Court having

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Application.

determined that Teneo is a “disinterested person” pursuant to § 101(14) of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Application and the Teneo Declarations establish just cause for the relief granted herein; and it appearing to the Court that the said Application should be approved,

**IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED as set forth herein.
2. The Debtors are hereby authorized to retain and employ Teneo to provide the investment banking and advisory services set forth in the Engagement Letters, attached hereto as **Exhibit 1** and **Exhibit 2**, pursuant to the Application, sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, effective as of the Petition Date.
3. Teneo will seek from the Debtors payment for compensation and reimbursement of actual and necessary related expenses incurred by Teneo. All of Teneo’s compensation terms set forth in the Engagement Agreements, including, without limitation, the Fee Structure, is approved pursuant to sections 327 and 328(a) of the Bankruptcy Code, and Teneo shall be compensated and reimbursed in accordance with the terms of the Engagement Agreements, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of this Court.
4. Notwithstanding anything to the contrary in the Engagement Agreements or the Application, to the extent that the Debtors request Teneo to perform any services other than those detailed in the Engagement Agreements, the Debtors shall seek further approval of the Court by an application that shall set forth the additional services to be performed and the additional fees sought to be paid.

5. The Indemnification Provision is approved, subject during the pendency of this Chapter 11 Cases to the following modifications:

- a. subject to the provisions of subparagraph (c) *infra*, the Debtors are authorized to indemnify, and shall indemnify, Teneo in accordance with the Engagement Agreements for any claim arising from, related to, or in connection with the Services provided for in the Engagement Agreements, but not for any claim arising from, related to, or in connection with Teneo's postpetition performance of any other services unless such other postpetition services and indemnification provisions are approved by the Court;
- b. notwithstanding any provision of the Engagement Agreements to the contrary, the Debtors shall have no obligation to indemnify or provide reimbursement of expenses to Teneo (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from Teneo's gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of Teneo's contractual obligations unless the Court determines that indemnification or reimbursement of expenses would not be prohibited by *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c) *infra*, to be a claim or expense for which Teneo should not receive indemnity or reimbursement of expenses under the terms of the Engagement Agreements, as modified by this Order; and
- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Chapter 11 Case, Teneo believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification and/or expense reimbursement obligations under the Engagement Agreements, including without limitation the advancement of defense costs, Teneo must file an application therefore in this Court, and the Debtors may not pay any such amounts to Teneo before the entry of an order by this Court approving such payment. This subparagraph (c) is intended only to specify the period during which the Court shall have jurisdiction over any request for indemnification or expense reimbursement by Teneo and not a provision limiting the duration of the Debtors' obligation to indemnify Teneo.

6. Teneo shall provide ten (10) days' notice to the U.S. Trustee and any official committee appointed in the Debtors' Chapter 11 Cases in connection with any increase in the hourly rates listed in the Application.

7. Teneo shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals and within Teneo.

8. If there is any inconsistency between the terms of the Application, the Teneo Declarations, or the Engagement Agreements and this Order, this Order shall govern.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**EXHIBIT 1**

**Teneo Securities Engagement Agreement**



Teneo Securities LLC  
280 Park Avenue  
4<sup>th</sup> Floor  
New York, NY 10017

May 23, 2025

**STRICTLY PRIVATE AND CONFIDENTIAL**

**VWS Holdco, Inc.**  
**Shoosmith Bros., Inc.**  
11800 Lewis Rd  
Chester, VA 23831  
Attn: Mr. Larry McGee

Dear Mr. McGee:

This letter agreement (“Agreement”), effective as of the commencement of the services set forth below, sets out the terms and conditions on which Shoosmith Bros., Inc., together with its relevant affiliates, (collectively, the “Company”) has engaged (this “Engagement”) Teneo Securities LLC (“Teneo”) to provide the financial advisory services set forth below as exclusive placement agent and financial advisor to the Company (the “Services”) in connection with a potential Transaction (as defined below). Charles Boguslaski, or a suitable replacement as determined by Teneo and the Company jointly, shall be the Teneo professional in charge of the Engagement.

**SERVICES TO BE PROVIDED**

In connection with this Engagement, if requested by the Company and reasonably appropriate under the circumstances, Teneo will provide the following Services to the Company in connection with a potential Transaction:

- Assist the Company in analyzing and evaluating the business, operations and financial position of the Company;
- Assist the Company in the preparation of an offering memorandum relating to the proposed Transaction for distribution and presentation to potential purchasers;
- Assist the Company in the preparation and implementation of a marketing plan with respect to the proposed Transaction;
- Assist the Company in screening and contacting interested prospective purchasers;
- Assist the Company in evaluating proposals which are received from potential purchasers;
- Advise the Company on tactics and strategies for negotiating with the Company’s creditors, stakeholders, parties in interest and potential buyers or capital providers and participate in negotiations relating to the proposed Transaction or debt restructuring proposals;
- Advise the Company with respect to the form and structure of, and consideration to be received in the proposed Transaction;
- Assist the Company and its professionals in the review and negotiation of any proposed Transaction;
- Provide the Company such other financial advisory services as may be mutually agreed by Teneo and the Company in furtherance of consummating the proposed Transaction.

**“Financing Transaction”** means any transaction or series of transactions involving (i) the sale, transfer or disposition of an interest in the assets of the Company, other than a sale of the assets of the Company in the ordinary course of business; (ii) the sale, disposition, transfer, issuance, placement or disposition of the capital stock or other actual, phantom or synthetic equity interests in Company by the Company, its affiliates or the Equityholders (as defined below), other than an issuance of equity interests to the Company’s management or employees in the ordinary course of business; or (iii) the Company raising, refinancing, restructuring, or obtaining a commitment for, debt financing (including, but not limited to, senior, unitranche, mezzanine or other subordinated indebtedness, whether secured or unsecured) by, or for the benefit of, the Company or its affiliates by any method from any source.

**“Sale Transaction”** means any transaction or series of transactions involving (i) an acquisition, merger, consolidation, reorganization, recapitalization, joint venture or other business arrangement or combination (including, but not limited to, the sale or licensing of the brand name, intellectual property or products of the Company) pursuant to which all or a portion of the Company is sold to or otherwise combined with another entity; (ii) the sale, transfer, liquidation or disposition of an interest in fifty percent (50%) or more of the assets of the Company; or (iii) the sale, transfer, issuance or disposition of fifty percent (50%) or more of the capital stock or other actual, phantom or synthetic equity interest in the Company. Without limiting the generality of the foregoing, any Transaction (as defined below) resulting in the sale or transfer of 50% or more of the Company’s assets or equity will be deemed a Sale Transaction rather than a Financing Transaction.

**“Transaction”** means either a Financing Transaction or a Sale Transaction, as the case may be. For the avoidance of doubt, a transaction cannot be considered both a Financing Transaction and a Sale Transaction (if it satisfies the definition of both, then it will be deemed a Sale Transaction rather than a Financing Transaction).

#### **FEES**

The Company hereby agrees to pay Teneo, as compensation for the Services, the following professional fees (collectively, the “Fees”) in accordance with the terms hereof:

**Retainer Fee:** Prior to Teneo providing the Services hereunder, the Company shall provide Teneo a retainer of \$100,000 (the “Retainer”). Teneo shall hold the Retainer to secure payments hereunder until the end of the Term. At the end of the Term, Teneo shall return the unused portion, if any, of the Retainer to the Company. Notwithstanding the foregoing, should the Engagement be terminated, the Retainer shall be maintained, without diminution, by Teneo until the matter has been terminated with respect to the Company in its entirety.

**Hourly Fees:** In connection with providing the Services hereunder, Teneo shall be entitled to hourly fees at its usual and customary services (the “Hourly Fees”). The Hourly Fees will be based principally on the experience of the people providing services to you, and the actual hours worked, unless otherwise agreed. The current customary hourly rates, subject to period adjustment, charged by Teneo professionals anticipated to be assigned to this case are as follows:

Senior Managing Directors, Managing Directors and Senior Advisors	\$925–\$1,300
Senior Directors, Directors, and Vice Presidents	\$550–\$925
Associates and Analysts	\$375–\$550
Administrative Staff	\$200–\$375

Prior to applying any increases in its hourly rates, Teneo must provide ten (10) days’ notice of any such increase to the Company and, in the event the Company has filed for bankruptcy protection, to the Office of the United States Trustee and any official committee(s) (or as otherwise required by the Bankruptcy Court order approving such retention).

#### **EXPENSES**

In addition to any Fees due under this Agreement, and regardless of whether any Transaction is proposed, completed or consummated, the Company shall reimburse Teneo for all out-of-pocket expenses reasonably and actually incurred

by Teneo in connection with this Engagement including reasonable fees and expenses of Teneo's legal counsel, if any, and any other advisor retained by Teneo (it being understood that the retention of any such advisor, other than legal counsel, will be made only with the Company's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed). Teneo shall invoice the Company for such reimbursable expenses and such invoices shall be due upon the earlier of (i) thirty (30) days after the date of such invoice; or (ii) upon the closing of any Transaction. Any agreed to limitation on reimbursable expenses shall not affect any right that Teneo may have under the Indemnification and Limitation of Liability Section of this Agreement or Annex A hereto.

#### **CERTAIN COMPANY OBLIGATIONS**

The Company agrees that, in connection with the Services and a potential Transaction, it shall:

- Furnish Teneo with the names of all persons or entities with which the Company has had discussions relating to a potential Transaction within the past eighteen (18) months;
- Notify Teneo promptly if any person or entity contacts the Company or its equity holders in connection with a potential Transaction outside of Teneo's process contemplated by this Engagement;
- Provide to Teneo all information concerning the business, operations, competitors, capital structure, financial condition, and prospective growth opportunities of the Company (collectively, the "Information") that Teneo reasonably requests in connection with the performance of the Services or a potential Transaction;
- Provide Teneo with timely access to the Company's management, employees, independent auditors/accounting advisors, tax, legal and other professional advisors that Teneo may reasonably request in connection with the Services or a potential Transaction;
- Promptly notify Teneo of any change in circumstance that may reasonably lead to a material change in the Information, any information contained in the Marketing Documents or otherwise provided to any of the Company Approved Parties or their respective advisors in connection with transaction due diligence, or could otherwise reasonably lead to a material adverse change in the Company; and
- Furnish to each Interested Party such information concerning the Securities (as defined below), Loans (as defined below), or the Company as it may reasonably request, and provide each Interested Party the opportunity to ask questions of, and receive answers from, the officers and employees of the Company concerning the Securities, Loans or the Company in connection with a potential Transaction.

#### **CONDUCT OF THE TRANSACTIONS**

It is contemplated that any debt or equity securities to be issued by the Company or its affiliates in connection with a Financing Transaction ("Securities"), and any arrangements of commitments to provide indebtedness incurred by the Company or its affiliates in connection with a Financing Transaction ("Loans"), will be exempt from registration under the U.S. Securities Act of 1933 (the "Securities Act"), and otherwise in compliance with the applicable laws and regulations of any jurisdiction in which the Securities are offered or Loans arranged.

The Company and Teneo will each reasonably believe that each Company Approved Party contacted in connection with a potential Financing Transaction is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act (a "QIB") and the eventual purchaser of the Securities in any Financing Transaction is a QIB, an "accredited investor" as defined in Rule 501 of Regulation D of the Securities Act, or a non-U.S. person in compliance with Regulation S under the Securities Act, as applicable, to preserve the appropriate exemption from registration of the sale of the Securities in a Financing Transaction under the Securities Act, and satisfies the equivalent requirements of any Applicable Non-U.S. Laws. None of the Company, any person acting on behalf of the Company or Teneo will offer or sell the Securities by any form of general solicitation or general advertising, including the methods described in Rule 502(c) of Regulation D, or by any means inconsistent with Applicable Non-U.S. Laws. The Company will file in a timely manner with the U.S. Securities and Exchange Commission (the "SEC") any notices with respect to the Securities required by Rule 503 of Regulation D, if applicable, and will furnish to Teneo promptly thereafter a signed copy of each such notice.

In the event that any of the entities deemed to be the Company pursuant to this Agreement that is an issuer, borrower or guarantor in a Transaction is not an original signatory to this Agreement then the Company shall deliver to Teneo,



prior to the closing of the applicable Transaction, in form and substance satisfactory to Teneo in its sole and absolute discretion, evidence by which such entity will assume, or otherwise use alternative means of providing for the obligations of the Company set forth herein as if it had been an original signatory to this Agreement.

#### **INDEMNIFICATION AND LIMITATION OF LIABILITY**

The Company agrees to be bound to the terms of, and to provide the indemnification, contribution and reimbursement set forth in Annex A to this Agreement, which is incorporated herein and made a part hereof. The indemnity and other provisions in Annex A shall apply to any Company Requested Additional Capacity (as defined below), unless superseded by corresponding provisions set forth in a separate agreement applicable to any such transactions or additional engagements.

For purposes of this Indemnity and Limitation of Liability Section of this Agreement and Annex A, the Company shall be deemed also to include any direct or indirect parent company, subsidiary or other affiliate of the Company, or any entity managed by the Company or an affiliate of the Company, that is currently in existence or formed subsequent to the date hereof and involved in the Transaction.

#### **INFORMATION & MARKETING DOCUMENTS**

The Company confirms (i) the accuracy and completeness of all Information to be provided or made available by the Company in connection with the performance of Services, including, but not limited to, information provided prior to the execution of this Agreement or in connection with the transaction due diligence by any Company Approved Party, Interested Party, or their respective potential lenders, co-investors or advisors; (ii) that all information related to the Company or the Company's competitors or customers included or otherwise incorporated into the Marketing Documents will be true complete and accurate in all material respects; and (iii) that any projections, forecasts or other forward looking information included in the Information, the Marketing Documents or otherwise in connection with transaction due diligence by any Company Approved Party, Interested Party or their respective potential lenders, co-investors or advisors will have been prepared in good faith based upon reasonable assumptions by the Company's management. The Company acknowledges its obligations under applicable anti-fraud law.

The Company shall have all rights required to provide any Information (whether related to the Company or otherwise) provided, or made available by, the Company to Teneo for use in connection with the Services or a potential Transaction and the Company shall have the rights to use any information contained in the Marketing Documents, including, but not limited to, any logos of the Company, its competitors, customers or other third parties contained therein. To the extent that Teneo requires access to the work product or work papers of any of the Company's accounting, tax or other professional advisor (collectively, "Client Advisor Information") in connection with the Services, the Company shall arrange for such access by Teneo, subject to commercially reasonable releases on behalf of Teneo.

In connection with the performance of the Services, the Company acknowledges and agrees that Teneo may provide the Marketing Documents and other Information to Company Approved Parties, Interested Parties, and their respective advisors, in connection with soliciting interest in, and supporting negotiation of, a potential Transaction. The Company acknowledges and agrees that Teneo may rely, without independent verification, upon the accuracy and completeness of the Information, Client Advisor Information and on other information available from generally recognized public sources. Teneo does not assume any responsibility for the Information or Client Advisor Information, any other information about the Company provided by or on behalf of the Company (whether provided or used in connection with Marketing Documents, transaction due diligence by any Company Approved Party, Interested Party, their respective advisors, or otherwise). Any due diligence performed by Teneo is solely for its own benefit and will not relieve the Company of its responsibilities related to Information, Client Advisor Information, or any other information about the Company provided by or on behalf of the Company.

#### **AML PROGRAM**

United States federal law requires all financial institutions to obtain, verify, and record information that identifies each person who either opens a securities account or engages a financial institution to facilitate a transaction with the potential to involve securities. As a result, when Teneo is engaged by the Company hereunder, Teneo may seek names, addresses, dates of birth and other information that will allow Teneo to identify certain executives of, or other

persons associated with, the Company. If necessary, Teneo may also request from them copies of passports, drivers licenses or other identifying documents. The Company represents that none of (i) the Company; (ii) any person controlling or controlled by the Company; (iii) any person having a beneficial ownership interest in the Company; and (iv) any person for whom the Company acts as an agent or nominee is (x) a country, territory, individual or entity named on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list, (y) a person or entity prohibited under the programs administered by OFAC ("OFAC Programs"), or (z) a country, territory, individual or entity named on another international sanctions list. The Company further represents that none of the proceeds of any Transaction shall be derived from or used for any purpose prohibited under the OFAC Programs or other international sanctions programs.

#### **CONFIDENTIALITY AND USE**

The Company understands and agrees that Teneo's advice is solely for the benefit of the Company, will be held as confidential by the Company and may not be disclosed, provided, summarized, quoted or otherwise made available to any third party without Teneo's prior written consent. Notwithstanding the foregoing, the Company may share Teneo's advice with (i) its equity holders, in their capacity as such, provided that such equity holders shall not be entitled to rely on or further distribute or disclose Teneo's advice; and (ii) the Company's legal, accounting and tax advisors assisting the Company in connection with the potential Transaction. Teneo places no limitation on the Company's ability to disclose the U.S. federal and state income tax treatment or tax structure of the potential Transaction, including disclosure of any materials or advice of Teneo related thereto. The Company agrees that it will not publish, distribute or otherwise make available the Marketing Documents to any third party without the prior written consent of Teneo.

#### **EXCLUSIVITY**

The Company agrees that it has retained Teneo (i) as the Company's sole and exclusive financial advisor in connection with the Financing Transaction during the Term; and (ii) solely to provide the Services set forth herein. During the Term, the Company shall not hire, authorize to perform or otherwise engage any other financial advisor, investment banker, consultant or other representative or service provider to provide the same or similar Services in order to coordinate the efforts to effect a Financing Transaction satisfactory to the Company. The Company agrees that neither it, nor its controlling equity holders will initiate any discussions regarding a potential Financing Transaction, or otherwise negotiate the financial terms of potential Financing Transaction, during the Term except through Teneo.

#### **TERMINATION**

This Agreement shall continue until terminated in writing in accordance with this Termination Section (the term of Teneo's engagement hereunder, the "Term"). Teneo's engagement hereunder may be terminated by either party upon 30 days' written notice to the other party. This Engagement shall be deemed completed upon the termination of this Engagement by either party in accordance with this Termination Section of the Agreement; and, except as expressly provided by this Termination Section, this Engagement shall not otherwise expire, or be deemed completed. For the avoidance of doubt, the closing of a Transaction shall not, on its own, constitute a completion of the Services or termination of this Engagement. All provisions which are intended by their nature to survive performance of the Services (including, but not limited to, Governing Law & Disputes, the Company's obligations during the Tail Period, Confidentiality and Use, Indemnification and Limitation of Liability, and the Company's continuing obligation to indemnify and the other agreements set forth in Annex A) shall remain in full force and effect, regardless of any completion, modification or termination of the Engagement or this Agreement.

#### **BANKRUPTCY FILING**

In the event that the Company is or becomes a debtor under the Bankruptcy Code, the Company shall use its reasonable best efforts to promptly apply to the bankruptcy court having jurisdiction over the relevant case(s) (the "Bankruptcy Court") for the approval, pursuant to sections 327 and 328 of the Bankruptcy Code, of (i) this Agreement; and (ii) Teneo's retention by the Company under the terms of this Agreement, subject to the standard of review provided under section 330 of the Bankruptcy Code, retroactive to the date of the commencement of the bankruptcy case(s) (the "Chapter 11 Case"). The Company shall supply Teneo with a draft of such application and any proposed order authorizing Teneo's retention sufficiently in advance of the filing of such application and

proposed order to enable Teneo to review and comment, and the application and proposed order shall be in a form reasonably acceptable to Teneo. Teneo shall have no obligation to provide any services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless the Company is satisfying its obligation to retain Teneo under the terms of this Agreement and as approved by a final order of the Bankruptcy Court and which order is reasonably acceptable to Teneo. Prior to the Company commencing a case under the Bankruptcy Code, the Company shall pay all due and owing Fees to Teneo.

Upon a bankruptcy filing, if any, all invoices reflecting Teneo's Fees will be submitted in accordance with the Bankruptcy Court order authorizing Teneo's retention and any other applicable guidelines or Bankruptcy Court orders, including those regarding interim compensation procedures. The Company shall use its reasonable best efforts to provide for the payment in full, in cash, of all Fees after a bankruptcy filing. Teneo recognizes, however, the Company's ability to make such payments may be subject to approval and entry of an order by the Bankruptcy Court. If a restructuring is consummated pursuant to a bankruptcy plan, all Fees payable to Teneo shall be deemed earned and payable in full upon the effective date of the plan.

#### **GOVERNING LAW & DISPUTES**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the choice of law provisions thereof. Any action based on or arising out of this Engagement, this Agreement, the Services or any transaction contemplated hereby shall be brought and maintained exclusively in the state or federal courts sitting in the City of New York, Borough of Manhattan. Each party hereto expressly and irrevocably submits to the jurisdiction of such courts for the adjudication of any dispute related to this Engagement, this Agreement, the Services or any transaction contemplated hereby and EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATED TO THIS ENGAGEMENT, THIS AGREEMENT, THE SERVICES OR ANY TRANSACTION CONTEMPLATED HEREBY. The Company and Teneo hereby irrevocably waive, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of all such actions and proceedings. The Company also irrevocably consents to the service of any and all process in all such actions and proceedings by the mailing of copies of such process to the Company at the address first written above or to the Company's successor, as applicable.

#### **POST-CLOSING ANNOUNCEMENTS**

Upon the closing of a Transaction, Teneo may distribute a customary "tombstone" advertisement (containing the Company's and any counterparty's logo or other identifying marks or a hyperlink to their respective websites) and other deal announcements in a time and manner determined by Teneo (including, but not limited to, on its own website and other print or electronic media) describing the Services and stating that Teneo acted as financial advisor to the Company in connection with the Transaction. Furthermore, if requested by Teneo, the Company shall include a mutually acceptable reference to Teneo in any press release or other public announcement made by the Company regarding a Transaction. Notwithstanding anything to the contrary set forth herein, in no event shall any announcement, advertisement or other publication by or for Teneo concerning the Transaction disclose any previously undisclosed financial terms of the Transaction without the Company's prior written authorization.

#### **OTHER OR RELATED BUSINESS**

The Company understands that if Teneo is asked to act for the Company or any affiliates thereof in any other formal additional capacity relating to this Agreement or any transaction not specifically addressed in this letter (each a "Company Requested Additional Capacity"), then such activities shall constitute separate engagements and the terms and conditions of any such additional engagements will be embodied in one or more separate written agreements, containing provisions and terms to be mutually agreed upon, including, without limitation, appropriate indemnification provisions, signed by both parties hereto.

#### **NON-SOLICITATION**

During the Term and for twelve (12) months following the date of termination or expiration of this Agreement, the Company will not solicit, attempt to solicit, assist others to solicit, hire, or assist others to hire for employment or for the performance of services any person who is, or within the preceding six (6) months was, an officer, manager, employee, or consultant (excluding lawyers, accountants and other professional service providers) of Teneo.

**MISCELLANEOUS**

Teneo may provide the Services through, or in conjunction with, one or more of its affiliates and may share with any such affiliates any information made available by or on behalf of the Company. The parties agree that (i) Teneo will provide the Services solely as an independent contractor to the Company; (ii) Teneo is not acting as a fiduciary to or agent of the Company, its equity holders, affiliates, creditors or any third party in connection with this Engagement; and (iii) nothing in this Agreement is intended to create any duty beyond those expressly set forth herein. The Company agrees that it shall not make, and hereby waives, any claim based on the assertion of a fiduciary, agent or similar relationship.

In performing the Services, Teneo will seek to complete the Transaction on a reasonable best efforts basis, acting as the Company's financial advisor, and not as a principal in the sale and placement of the Securities or arrangement of Loans. The Company understands that there is no assurance that a Transaction will be consummated, or that any consummated Transaction is the best possible transaction that could have been obtained under the applicable circumstances. In the event that no Transaction is consummated, or Teneo terminates this Engagement for any reason, the Company agrees that Teneo will not be liable for any claim based on detrimental reliance relating to this Engagement.

Teneo is a full service strategic and financial advisory firm engaged in providing a variety of investment banking and financial and strategic advisory services. The Company acknowledges that, in the ordinary course of its activities, Teneo Securities LLC or its affiliates may provide services to, or may hold positions for its own account in equity, debt or other securities of, companies that may be involved in the Transaction or whose interests or businesses may be viewed to be in competition or conflict with those of the Company.

The Company understands and acknowledges that Teneo and any of its affiliates may currently, and may in the future, have financial advisory or other investment banking relationships with parties other than the Company ("Other Relationships"), including parties considering or participating in a Transaction. Teneo will have no responsibility to the Company related to any Other Relationships and Teneo will have no responsibility to disclose to the Company any information that Teneo may possess as a result of or relating to any Other Relationships.

The Company acknowledges that Teneo has not been engaged to provide any services not expressly set forth herein, including, without limitation, as to legal, tax, accounting or regulatory matters and Teneo's engagement hereunder does not include legal, tax, accounting or regulatory services or matters, or a fairness, valuation, solvency or other opinion and Teneo shall not have any responsibility or liability to the Company with respect to any such services or matters. The Company is advised to consult with its own advisors with respect to such matters and the Company acknowledges that the services provided by Teneo are only a part of the Company making its own independent evaluation of any Transaction or potential transaction.

The Company represents and covenants that it will qualify and conduct any Transaction pursuant to applicable law, including, without limitation, any applicable securities, "blue sky" laws, anti-bribery and anti-money laundering laws, of any governmental or regulatory bodies of the United States, or other countries that relate to the Transaction and make such applications, file such documents and furnish such information as may be reasonably required for such purposes at the Company's expense and, to the extent applicable, will qualify any Securities or Loans as required to comply with all applicable "blue sky" and other securities laws. Without limiting the generality of the foregoing, the Company agrees to conduct and effect any Transaction or other transaction contemplated in this Agreement pursuant to any and all applicable laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Law and any and all applicable anti-bribery, anti-money laundering and securities laws. The Company agrees it shall issue the Securities or arrange the Loans in a transaction or series of transactions exempt from registration under the Securities Act.

The terms of this Agreement, including Annex A and Annex B hereto, constitute the entire agreement between the parties with respect to this Engagement and supersede any other oral or written discussions, agreements, representations or understandings related to this Engagement (including, but not limited to, any information or estimates provided prior to the date of this Agreement and the terms of any non-disclosure or similar agreement

between the Company or its affiliates and Teneo). In making their respective determinations to proceed with this Engagement, neither the Company nor Teneo has relied on any representations of the other, save for any representations set forth herein.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The terms of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (including, without limitation, negligence), or otherwise notwithstanding the failure of the essential purpose of any remedy.

All notices required hereunder shall be delivered in writing (including e-mail), shall be sent to each party's representatives at the address set forth in this Agreement unless otherwise specified by either party hereto and shall be deemed delivered upon receipt.

All fees, expenses, indemnification payments and other amounts payable hereunder (i) shall be paid in U.S. dollars in immediately available funds according to wire instruction provided by Teneo; and (ii) are net of all applicable withholding and similar taxes applicable to the Company.

This Agreement is solely for the benefit of the Company and nothing herein, either express or implied, is intended to confer and shall not be interpreted to confer on any person or entity, other than the parties hereto (which shall not be deemed to include any such party's equity holders in their capacity as such other than, in the case of Teneo, to the extent included within the term Indemnified Parties) and the Indemnified Parties (as defined in Annex A hereto), any rights or remedies by reason of this Agreement or the Services. Further, neither party may assign any of its rights or obligations arising out of or relating to this Agreement without the prior written consent of the other party, provided, however, that Teneo may assign its rights and obligations to its affiliate Teneo Capital LLC so long as such assignment would not reasonably result in a material diminishment in the scope or quality of the Services. Teneo may separately engage, at its own expense and with the prior approval of the Company (such approval not to be unreasonably withheld), sub-agents as it may deem necessary or appropriate, including without limitation in connection with the marketing, sale or distribution of the Securities.

The terms of this Agreement may not be amended other than in a writing duly executed by the parties hereto and no portion hereof may be waived other than in a writing duly executed by the parties hereto with respect to any particular instance of waiver.

The parties hereto have had the full benefit of the opportunity to consult with counsel in the negotiation, preparation, drafting, and execution of this Agreement and there shall be no construction of any term or provision hereof against Teneo because this Agreement was drafted, in whole or in part, by Teneo.

This Agreement shall be binding upon the parties hereto and their respective successors, heirs, and assigns and any successor, heir, or assign of any substantial portion of such parties' respective business or assets. The Company represents and warrants that it has the power and authority to, and is duly authorized to, enter into this Agreement on behalf of itself and any applicable affiliates and subsidiaries. This Agreement and any modification or amendment hereto may be executed in counterparts, each of which will be deemed an original and all of which taken together shall constitute the same instrument.

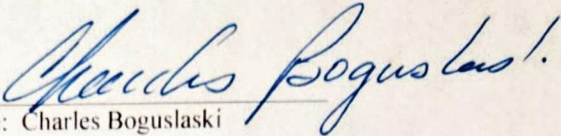
\* \* \*



Please confirm your acceptance of this Agreement (including Annex A and Annex B hereto) by signing below and returning an executed copy to us. We look forward to working with you on this Engagement.

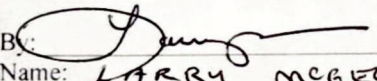
Very truly yours,

TENEO SECURITIES LLC

By:   
Name: Charles Boguslaski  
Title: Senior Managing Director

ACCEPTED AND AGREED

SHOOSMITH BROS., INC., on behalf of itself and its relevant affiliates

By:   
Name: LARRY MCGEE  
Title: VP

## ANNEX A

### INDEMNIFICATION AND LIMITATION OF LIABILITY

This Annex A constitutes a material part of that certain letter agreement (the “Agreement”) dated May 23, 2025, between SHOOSMITH BROTHERS INC. (the “Company”) and Teneo Securities LLC (“Teneo”). Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

As a material part of Teneo agreeing to provide the Services, the Company agrees to indemnify and hold harmless Teneo and its affiliates, and their respective past, present and future directors, members, officers, equity holders, personnel, agents, representatives, advisors, contractors, and subcontractors (each an “Indemnified Person” and, collectively, the “Indemnified Persons”), to the fullest extent lawful, from and against any and all losses, claims, damages or liabilities, joint or several, (or actions in respect thereof) to which such Indemnified Persons may become subject under any applicable law, or otherwise (collectively, “Losses”), in connection with, arising out of, or related to the Agreement, the Engagement, the Services or any of the Indemnified Persons’ role therein or performance thereof, any Transaction or potential transaction, or any actions taken or omitted to be taken by an Indemnified Person or the Company in connection with the Agreement, except to the extent finally determined by a court of competent jurisdiction to have resulted primarily from the bad faith or gross negligence of such Indemnified Person.

Without limiting the generality of the foregoing, the Company will also indemnify and hold harmless any Indemnified Person from and against, and the Company agrees that no Indemnified Person shall have any liability, whether direct or indirect and without regard to legal theory, to the Company or any other person or entity asserting claims on behalf of or in right of the Company, the Company’s owners, parents, affiliates, equity holders, security holders or creditors for, any Losses (A) related to or arising out of (i) the Company’s actions or failures to act (including statements or omissions made or information provided by the Company or its agents), (ii) actions or failures to act by an Indemnified Person with the Company’s consent or in reliance on the Company’s actions or failures to act, (iii) any untrue statement or alleged untrue statement of a material fact contained in any document, including without limitation the Marketing Documents, the Information or any public information, furnished or made available by the Company (directly, through Teneo, or otherwise), to any offeree of the Securities, prospective provider of Loans, or other prospective counterparty to a Transaction or any of their respective representatives or advisors, or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (B) otherwise related to or arising out of, or in connection with, the Engagement or Teneo’s or any other Indemnified Person’s performance thereof or role therein, or transactions contemplated thereby or any other matter referred to in the Engagement, except that this clause (B) shall not apply to any Losses finally judicially determined by a court of competent jurisdiction to result primarily from the bad faith or gross negligence of such Indemnified Person.

If any threatened claim, suit, action, investigation, inquiry or proceeding is commenced for which indemnification is sought by an Indemnified Person, such Indemnified Person shall promptly notify the Company thereof; provided that any failure or delay by an Indemnified Person to notify the Company shall not relieve the Company from its obligations hereunder, except to the extent that the Company is materially and actually prejudiced by such failure or delay. The Company may assume the defense of such indemnified claim, suit, action, investigation, inquiry or proceeding, including by engaging legal counsel reasonably acceptable to Teneo, and the Company shall pay the fees and expenses of such counsel. Notwithstanding any assumption of the defense of such indemnified claim, suit, action, investigation, inquiry or proceeding by the Company, Teneo shall have the right (but not the obligation) to participate in the defense of such indemnified claim suit, action, investigation, inquiry or proceeding including by retaining its own counsel. If the Company elects to assume the defense of such indemnified claim, suit, action, investigation, inquiry or proceeding with legal counsel reasonably acceptable to Teneo, the Company shall have no further obligation hereunder for any legal fees subsequently incurred by an Indemnified Person in connection with such indemnified claim, suit, action, investigation, inquiry or proceeding.

If indemnification to which an Indemnified Person is entitled pursuant to the terms hereof is for any reason not available or insufficient to hold an Indemnified Person harmless, the Company agrees to contribute to the Losses involved in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company, on the one hand, and by Teneo, on the other hand, with respect to the Engagement, the Transaction or similar potential transaction or, if such allocation is determined to be unavailable by a court of competent jurisdiction, in such proportion as is appropriate to reflect not only such relative benefits, but other equitable considerations such as the relative fault of the Company and its affiliates on the one hand and of Teneo and the Indemnified Persons on the other hand; provided, however, that, to the extent permitted by applicable law, the Indemnified Persons shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received by Teneo from the Company in connection with the Engagement. Relative benefits to the Company, on the one hand, and Teneo and the Indemnified Persons, on the other hand, with respect to the Engagement shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid or received or proposed to be received by the Company or its equity or other security holders, as the case may be, pursuant to the transaction(s), whether or not consummated, contemplated by the Engagement, bears to (ii) all fees actually received by Teneo in connection with the Engagement.

The Company will reimburse each Indemnified Person for all reasonable expenses (including, without limitation, reasonable fees and disbursements of counsel and costs of vendors reasonably required to assist in the recovery, review and production of electronically stored data) as they are incurred by such Indemnified Person in connection with investigating, preparing for, responding to or defending any actual or threatened action, claim, suit, investigation, inquiry, arbitration or other proceeding ("Action") as to which an Indemnified Party would be entitled to indemnification hereunder (or enforcing this Agreement or any related engagement agreement), whether or not in connection with pending or threatened litigation in which any Indemnified Person is a party, and whether or not such Action is initiated or brought by Teneo.

The Company will not, without Teneo's prior written consent (nor will the Company facilitate efforts by its respective affiliates to), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Action in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless the Company has given Teneo reasonable prior written notice thereof under the circumstances and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from any liabilities arising out of such Action. The Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Person, without such Indemnified Person's consent.

The Company's obligations hereunder shall be in addition to any rights that any Indemnified Person may have at common law or otherwise.

In the event the Company is considering entering into one or a series of transactions involving a merger or other business combination or a dissolution or liquidation of all or a significant portion of the Company's assets, the Company shall (i) use its best efforts to cause any binding agreements with merger parties, buyers, surviving companies, and any other successors and assignees to include exculpation and indemnification provisions in favor of Teneo which are equivalent to the foregoing and are binding on such persons; or (ii) otherwise establish alternative means of providing for the Company's obligations and agreements on terms and conditions satisfactory to Teneo.

If Teneo or any other Indemnified Person is requested or required to appear as a witness in any action brought by or on behalf of or against the Company or the purchaser in which such Indemnified Person is not named as a defendant, the Company will reimburse Teneo for all reasonable expenses incurred in connection with such party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel and the regular hourly time charges of such party.

The indemnity, reimbursement, and other obligations and agreements of the Company set forth herein shall (i) apply to any modifications of the Agreement; (ii) be in addition to any obligations or liability which the Company may otherwise have to any Indemnified Person; and (iii) survive the completion of the Services, the termination of this Engagement and the closing of any Transaction.



**ANNEX B**  
**ADDITIONAL DEFINED TERMS**

**“Aggregate Consideration”** means the total consideration paid and to be paid (which shall be deemed to include all amounts paid or to be paid into escrow), directly or indirectly, regardless of how allocated or the form thereof, to or by the Company, its affiliates or any of their respective Equityholders in connection with the Sale Transaction including, but not limited to (i) cash, notes, straight or convertible debt instruments, payments allocated or otherwise attributable to non-competition agreements or restrictions; (ii) any form of equity securities (including warrants, convertible securities, options, stock appreciation rights, phantom equity, in each case whether or not vested or issued), equity interests, carried interests, “roll-over” equity, retained, roll-over or reinvested equity interest, in each case, in the Company, its successor or buyer or any of their respective affiliates or entities formed in connection with or contemplation of a Sale Transaction; (iii) the total amount of indebtedness for borrowed money or other similar non-trade liabilities or obligations (including unfunded pension liabilities, guarantees, capital leases and the like) of the Company repaid, retired, extinguished, refinanced, or assumed in connection with, or as a condition of a Sale Transaction, or which otherwise remain outstanding as of the closing of a Sale Transaction; (iv) deferred or contingent payments, whether related to future earnings of the Company or otherwise; (v) the fair value of assets of the Company distributed to the Company’s affiliates or the Equityholders, whether paid or distributed in the form of in kind dividends, sale and subsequent capital distribution, partial or total liquidating distributions or otherwise, other than distributions of cash generated from the ordinary operations of the Company; (vi) except where the Sale Transaction is structured as a merger or sale of all of the capital stock or other equity interest in the Company (in which case this clause (vi) shall not apply), the fair value of assets are otherwise retained by the Company; (vii) other assets or business in which the Company, its affiliates or Equityholders have an interest that are purchased by buyer in such Sale Transaction, which are not covered by the other subclauses of this definition; (viii) payments made by or on behalf of the Company to third parties in connection with, or as a closing or other condition of, the Sale Transaction; (ix) any above market management retention, consulting, lease, similar agreement, or severance payments made by or on behalf of a buyer in connection with existing employment agreements, in each case solely to the extent above market; (x) any obligations of the Company, its affiliates or Equityholders, including transaction expenses, which are paid, forgiven or assumed by a buyer in connection with a Sale Transaction; (xi) and the value of any licensing, royalty, marketing or other business agreements or arrangements entered into in connection with a Sale Transaction; and (xii) other consideration exchanged between the parties or their respective equityholders, in connection with such Sale Transaction. Other than amounts paid into escrow and any contingent or other deferred amount which are contingent solely upon the mere passage of time (which shall all be deemed received at close), any contingent consideration to be received or receivable by the Company, its equity holders, or employees (including, but not limited to, deferred performance-based payments, earn-outs or other payments based on achieving milestones, targets or other events), shall be deemed paid at closing at an amount equal to the value thereof that is mutually agreeable to the Company and Teneo acting in good faith; provided, however, if they cannot agree on a value, such contingent consideration shall be deemed received, and the related fees due to Teneo shall become due, when such contingent consideration is actually paid or provided (to the extent so deferred, the related fees due to Teneo, the “Deferred Success Fee”) provided buyer will agree to be responsible for the payment of such Deferred Success Fee at the time it becomes due. For the avoidance of doubt, the calculation of Aggregate Consideration shall not take into account, or be reduced by, any obligation incurred by the Company or any other party for services rendered in connection with a Sale Transaction.

If all or any portion of the Aggregate Consideration is paid in any currency other than United States Dollars, the value of such Aggregate Consideration shall be converted (without giving effect to all expenses to convert such currency to U.S. dollars) into U. S. dollars at the prevailing exchange rate on closing date of the Sale Transaction.

In the case that the Sale Transaction is structured as a joint venture or similar business arrangement, Aggregate Consideration also shall include the total value of all cash and fair market value (on the date of closing) of all securities, assets, or rights contributed to the joint venture by the Company and the other joint venture parties.

The value of any security (other than any purchase money or other promissory notes, which shall be valued at the face amount thereof) or other non-cash consideration that forms part of the Aggregate Consideration will be valued at: (1) if such security is traded on a stock exchange or in over-the-counter market, at the closing average closing price thereof for the ten (10) trading days prior to the closing of the Sale Transaction; or (ii) if such security is not been traded on a stock exchange or in over-the-counter market prior to the closing of the Sale Transaction, such security will be valued at (a) the value thereof

set forth or otherwise determinable based on the definitive Sale Transaction documentation, so long as such value is intended to be reflective of a fair market value thereof, or if no such value is stated or otherwise determinable based on the definitive Sale Transaction documentation (b) the fair market value thereof as mutually agreed Teneo and the Company acting in good faith.

Notwithstanding the above, Aggregate Consideration shall not include the impact (either positive or negative) of working capital adjustments based on the target working capital as reasonably agreed upon with the buyer in connection with the entry into a definitive agreement with respect to the Sale Transaction.

**“Company Approved Parties”** means those parties that the Company has approved Teneo to approach in connection with a potential Transaction.

**“Capital Consideration”** means the total proceeds of the applicable Financing Transaction, including, but not limited to (i) the total amount of debt raised, borrowed, committed, restructured, refinanced or assumed, in connection with such Financing Transaction, which shall include, but not be limited to, the face value of promissory notes, letters of credit, standby letters of credit, third party guarantees, installment payments, debt securities and convertible securities; (ii) all debt or other obligations assumed in connection with such Financing Transaction; (iii) all cash, securities, capital stock or other actual, phantom or synthetic equity interest (including, but not limited to, options and warrants) received or receivable, directly or indirectly, by the Company, its affiliates or Equityholders in connection with such Financing Transaction; and (iv) the value of services or other consideration or property received or receivable, directly or indirectly, by the Company, its affiliates or Equityholders in connection with such Financing Transaction. For the avoidance of doubt, the calculation of Capital Consideration shall not take into account, or be reduced by, any obligation incurred by the Company or any other party for services rendered in connection with a Financing Transaction.

Any Capital Consideration that are contingent on future events (other than amounts paid into escrow and deferred or contingent amounts which are contingent solely upon the mere passage of time, which shall each be deemed received at close), shall be deemed received at closing of the applicable Financing Transaction in an amount equal to the value thereof that is mutually agreeable to the Company and Teneo acting in good faith; provided, however, if they cannot agree on a value, such contingent Capital Consideration shall be deemed received, and the related fees due to Teneo shall become due, when such contingent Capital Consideration are actually paid to the Company, its affiliates or Equityholders. The maximum amount of any unfunded committed Loans shall be deemed received upon the initial closing of the applicable Financing Transaction, without giving effect to any restrictions or other limitations on drawing on such commitment, and without regard for whether the Company or its affiliates actually draws upon such amounts.

If a Financing Transaction involves a license, royalty, marketing or similar arrangement, the Capital Consideration will be deemed to include the value of any licensing, royalty, marketing or other similar agreements or arrangements entered into in connection with such Financing Transaction.

If the Capital Consideration include securities or other non-cash consideration, such consideration shall be valued (A) if such consideration consists of securities that are freely traded in an established public market, the value of such securities will be determined on the basis of the average closing market price of such securities on the five (5) trading days immediately preceding the consummation of the applicable Financing Transaction (or as of the five (5) trading days prior to such later date on which a contingent payment is made); provided that, if a different valuation is used under the applicable Financing Transaction documents, such valuation shall be used, so long as such valuation is intended to be reflective of a fair market value, or (B) if such consideration consists of securities that are not freely tradable or have no established public market or consists of other property, the value of such consideration shall be equal to the value as stated in the applicable Financing Transaction documents, so long as that valuation is intended to be reflective of a fair market value; provided, however, that if no such value is provided for in the applicable Financing Transaction documents, such value shall be equal to the fair market value of such consideration received as the Company and Teneo shall agree, as of the day prior to the date of the initial closing of the applicable Financing Transaction (or as of the day prior to such later date on which a contingent payment is made).

**“Equityholder”** means the persons or entities who, directly or indirectly, own equity interest, or those with the right to acquire equity, in the Company or its affiliates.

**“Interested Party”** means those Company Approved Parties and other parties that have indicated interest in a potential Transaction.

**“Marketing Documents”** means, collectively, any marketing materials used in connection with a potential Financing Transaction, along with any updates or supplements thereto.

**EXHIBIT 2**

**Teneo Capital Engagement Agreement**



May 23, 2025

**VWS Holdco, Inc.**  
**Shoosmith Bros., Inc.**  
11800 Lewis Rd  
Chester, VA 23831  
Attn: Mr. Larry McGee

**.032VIA EMAIL**

Dear Mr. McGee:

**RE: FINANCIAL ADVISORY SERVICES**

Teneo Capital LLC, a Delaware limited liability company ("**Teneo**" or "**we**"), is pleased to provide financial advisory services to Shoosmith Bros., Inc., together with its relevant affiliates (collectively, the "**Client**," the "**Company**," or "**you**"). This letter (this "**Agreement**") sets forth the terms of our engagement (the "**Engagement**"), pursuant to which Teneo is being retained by the Company to provide financial advisory services. Gary Polkowitz, or a suitable replacement as determined by Teneo and the Company jointly, shall be the Teneo professional in charge of the Engagement.

**1. Term of the Engagement**

The Engagement shall commence as of the date of this Agreement (the "**Effective Date**") and shall continue until terminated by Teneo or the Company upon thirty (30) days' written notice to the other party (the "**Engagement Period**").

**2. Scope of Services**

Teneo shall assist the Company by providing the financial advisory services set forth below. Financial advisory services not set forth below are outside the scope of this Agreement and are to be separately procured by the Client.

Effective upon execution of this Agreement, Teneo will, in its capacity as the Company's financial advisor, provide the following services (the "**Services**") as directed by the Company:

- Assist the Company and counsel with the development and preparation of contingency plans;
- Assist in negotiations with various stakeholders, including creditors and other parties as requested;
- Assist the Company in developing, evaluating, structuring, negotiating, and implementing the terms and conditions of a restructuring, plan of reorganization or liquidation;
- Assist with the collection of diligence and preparation of necessary bankruptcy filings, reports, and schedules as necessary;



- Assist the Company with its treasury activities, including the management of the Company's 13-week cash forecast and related variance analysis;
- Assist with customer and vendor management as requested; and
- Provide the Company with other general restructuring advice as the Company deem appropriate and fall within Teneo's expertise.

The Services do not encompass any investment banking, financial advisory, or other services not explicitly set forth in this Section 2. Notwithstanding anything contained in this Agreement to the contrary, Teneo shall have no responsibility for designating or implementing any initiatives to improve the Company's operations, profitability, cash management, or liquidity. Teneo makes no representations or warranties about the Company's ability to (i) successfully improve its operations; (ii) maintain or secure sufficient liquidity to operate its business; or (iii) successfully complete a restructuring, plan of reorganization, or sale transaction.

### 3. Retainer

Prior to Teneo providing the Services hereunder, the Company shall provide Teneo a retainer of \$150,000 (the "**Retainer**"). Teneo shall hold the Retainer to secure payments hereunder until the end of the Engagement Period. At the end of the Engagement Period, Teneo shall return the unused portion, if any, of the Retainer to the Company. Notwithstanding the foregoing, should the Engagement be terminated, the Retainer shall be maintained, without diminution, by Teneo until the matter has been terminated with respect to the Company in its entirety.

### 4. Compensation

#### 4.1. Hourly Fees

In connection with providing the Services hereunder, Teneo shall be entitled to hourly fees at its usual and customary services (the "**Hourly Fees**"). The Hourly Fees will be based principally on the experience of the people providing services to you, and the actual hours worked, unless otherwise agreed. The current customary hourly rates, subject to period adjustment, charged by Teneo professionals anticipated to be assigned to this case are as follows:

Senior Managing Directors, Managing Directors and Senior Advisors	\$925–\$1,300
Senior Directors, Directors, and Vice Presidents	\$550–\$925
Associates and Analysts	\$375–\$550
Administrative Staff	\$200–\$375

Prior to applying any increases in its hourly rates, Teneo must provide ten days' notice of any such increase to the Company and, in the event the Company has filed for bankruptcy protection, to the Office of the United States Trustee and any official committee(s) (or as otherwise required by the Bankruptcy Court order approving such retention).



#### **4.2. Expenses**

At all times during the Engagement Period, Teneo shall be entitled to full reimbursement for its reasonable out-of-pocket expenses. Such out-of-pocket expenses shall include all reasonable, documented travel expenses, meals, computer and database research charges, messenger services, and fees and expenses of its legal counsel, if any, and other advisor retained by Teneo (it being understood that the retention of such advisor, other than legal counsel, will be made only with the Company's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed).

#### **4.3. Right to Payment**

It is understood that, as of the date of this Agreement, Teneo has not arrived at any conclusions respecting any matters relating to the Engagement. Teneo shall be entitled to receive payment in full of all fees and reimbursements of reasonable expenses incurred in connection with the Services (collectively, "**Compensation**") regardless of the conclusions at which it may arrive, or the outcomes of any motion or request to disqualify any witness or exclude testimony. Teneo will not provide requested testimony—oral or written testimony or a report for submission, filing, or disclosure—until arrangements have been made, satisfactory to Teneo in its discretion, for payment of all due and owing Compensation.

#### **4.4. Submission of Invoices**

Subject to Section 6 below, Teneo shall submit invoices for Compensation on a monthly basis. Except as otherwise set forth herein, payment shall be due upon receipt by the Company of invoicing for fees and expenses incurred.

Subject to Section 6 below, if Teneo does not timely receive any payment due under this Agreement, it may, at its election, immediately suspend services or terminate this Agreement and have no further obligations hereunder except those that survive termination. Teneo's failure to exercise such remedy (or any other remedy) at any time does not constitute a waiver of its right to do so at any future time. In the event of termination based upon failure to pay or other breach of contract by the Company, Teneo shall remain entitled to receive any unpaid earned compensation and reimbursement for incurred fees.

### **5. Standard Terms of Business**

Subject to any order of the Bankruptcy Court or any contrary terms of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure, the standard terms of business (the "**Terms of Business**") attached to this Agreement are incorporated herein. Capitalized terms used in this Agreement but not otherwise defined shall have the meanings assigned to them by the Terms of Business. Where the terms and conditions of this Agreement and the Terms of Business differ, this Agreement shall control.

### **6. Bankruptcy Filing**

In the event that the Company is or becomes a debtor under the Bankruptcy Code, the Company shall use its reasonable best efforts to promptly apply to the bankruptcy court having jurisdiction over the relevant case(s) (the "**Bankruptcy Court**") for the approval, pursuant to sections 327 and 328 of the Bankruptcy Code, of (i) this Agreement; and (ii) Teneo's retention by the Company under the terms of this Agreement, subject to the standard of review provided under section 330 of the



Bankruptcy Code, retroactive to the date of the commencement of the bankruptcy case(s) (the “**Chapter 11 Case**”). The Company shall supply Teneo with a draft of such application and any proposed order authorizing Teneo’s retention sufficiently in advance of the filing of such application and proposed order to enable Teneo to review and comment, and the application and proposed order shall be in a form reasonably acceptable to Teneo. Teneo shall have no obligation to provide any services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless the Company is satisfying its obligation to retain Teneo under the terms of this Agreement and as approved by a final order of the Bankruptcy Court and which order is reasonably acceptable to Teneo. Prior to the Company commencing a case under the Bankruptcy Code, the Company shall pay all due and owing Compensation to Teneo.

Upon a bankruptcy filing, if any, all invoices reflecting Teneo’s Compensation will be submitted in accordance with the Bankruptcy Court order authorizing Teneo’s retention and any other applicable guidelines or Bankruptcy Court orders, including those regarding interim compensation procedures. The Company shall use its reasonable best efforts to provide for the payment in full, in cash, of all Compensation after a bankruptcy filing. Teneo recognizes, however, the Company’s ability to make such payments may be subject to approval and entry of an order by the Bankruptcy Court. If a restructuring is consummated pursuant to a bankruptcy plan, all Compensation payable to Teneo shall be deemed earned and payable in full upon the effective date of the plan.

#### **7. Conflict of Interest**

Teneo is not currently aware of any relationship or circumstance that has created or would create a conflict of interest with the Company or those parties-is-interest of which you have made us aware. Without limiting the generality of the preceding sentence, no Teneo Party has any conflicting interests with the Company, any officers or directors of the Company, any material vendors or customers of the Company, or any lender to the Company. Because Teneo comprises a consulting firm that services clients on a global basis in numerous cases, both in and out of court, it is possible that we may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Company, including creditors of the Company. Teneo will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Company’s, provided Teneo makes appropriate arrangements to ensure that the confidentiality of information is maintained and provided that Teneo will not represent the interests of such entities directly in connection with the matters in which Teneo is serving the Company.

#### **8. Indemnification**

The Company and Teneo agree to the indemnity provisions and other obligations set forth in the Terms of Business, which are incorporated in their entirety by reference into this Agreement and are an integral part hereof.

#### **9. Counterparts and Electronic Signatures**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties, and the receiving party(ies) may rely on





the receipt of such document so executed and delivered by facsimile or electronically as if the original had been received.

**10. Notices**

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered or delivered by same-day courier; (b) on the third business day after mailing by registered or certified mail; (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent via email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to the addresses set forth below, which may be updated by the parties to this Engagement in writing from time to time.

Gary Polkowitz  
Senior Managing Director  
Teneo Capital LLC  
280 Park Avenue, 4th Floor  
New York, NY 10017  
E-mail: gary.polkowitz@teneo.com

VWS Holdco, Inc.  
Shoosmith Bros., Inc.  
11800 Lewis Rd  
Chester, VA 23831  
Attn: Mr. Larry McGee

**11. Agreement to Terms**

Please confirm your written acceptance of this Agreement by signing and returning the attached copy.

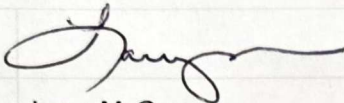
Yours faithfully,

A handwritten signature in black ink, appearing to read 'Gary Polkowitz', written over a horizontal line.

**Gary Polkowitz**  
**Senior Managing Director**



I accept the terms of this Agreement on behalf of **Shoosmith Bros., Inc.** and its relevant affiliates.

Signed	
Name	Larry McGee
Date	5/24/25



## **Teneo Capital LLC Terms of Business**

### **Definitions**

**"Affiliate"** means any entity controlled by, controlling, or under common control with, the relevant party.

**"Agreement"** means the EL, including these ToB.

**"Bankruptcy Code"** means title 11 of the United States Code, as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

**"Bankruptcy Court"** means the United States Bankruptcy Court having jurisdiction over the Chapter 11 Case(s).

**"Chapter 11 Case(s)"** means either (a) the case(s), if any, commenced under chapter 11 of the Bankruptcy Code by you; or (b) the case(s) in which you, as the creditor or other party-in-interest, have retained or will retain Teneo.

**"Claims"** means all liabilities, losses, damages, expenses, fines, penalties, costs, claims, causes of actions, investigations, inquiries, subpoenas, or other proceedings (including reasonably incurred legal costs; vendor costs for recovering, searching, hosting, and producing electronically stored data in defending any such claim; and any amounts paid by us for responding to any investigation, subpoena, discovery demands, or other proceeding) related to or arising in any manner out of any activities performed or services furnished pursuant to this Agreement.

**"Client," "you," or "your"** means, or refers to, the recipient(s) of the Services signing the EL.

**"Client Materials"** means all information relating to your business and the operation, strategies, products, and finances of your company that you provide us during the term of the EL for the provision of the Services.

**"Compensation"** means our fees and reasonable, documented expenses plus applicable taxes incurred by Teneo in respect to the Services.

**"Damages"** means all losses, damages, liabilities, costs, and expenses arising from, or in any way in connection with, this Agreement.

**"Developed Material(s)"** means the output of our Services prepared jointly by a combination of our personnel working jointly with your own personnel and where you remain solely responsible for all of the decisions, assessments, conclusions, and judgments underlying them and is not Teneo branded, as specified in the EL as a "Developed Material."

**"Effective Date"** means the date stated in the EL as the date on which this Agreement commences.

**"EL"** means the engagement letter (and, as applicable, its appendices, schedules, or exhibits) accompanying these ToB.

**"Intellectual Property Rights"** means all past, present, and future legal and/or equitable interests and rights in all intellectual property and other proprietary rights of any kind whether registered or unregistered and existing now or in the future, including trademarks, service marks, inventions, patents, copyrights, trade secrets, and all goodwill associated with any of the foregoing and rights in, or relating to, applications, registrations, renewals, extensions, combinations, divisions, and reissues of any of the foregoing and any right or form of protection of equivalent or similar nature or effect to any of them that may subsist anywhere in the world.

**"Pre-Existing Works"** means all Intellectual Property Rights in any materials (including any software) that is created by, owned by, or licensed to us prior to the Effective Date, whether recorded in a



documentary form or stored on any storage device, or subsequently amended during or following the termination of the EL and any subsequent modifications to the same.

**“Services”** means the services described in the EL as the “Services.”

**“Subcontractors”** means third parties appointed by Teneo to support the provision of the Services.

**“Teneo,” “we,” “us,” or “our”** means, or refers to, the Teneo Party signing the EL.

**“Teneo Party(ies)”** means Teneo, any member of the Teneo Holdings LLC network of firms and their holding companies, subsidiaries, Affiliates, and Subcontractors and, in each case, their respective partners, principals, officers, directors, and personnel.

**“ToB”** means these terms of business.

### **Interpretation**

- a) Article, section, and clause headings contained in this Agreement are for convenience of reference only and shall not affect the interpretations of this Agreement.
- b) Words in the singular, where the context so permits, shall be deemed to include the plural and vice versa.
- c) Unless expressly stated otherwise, all reference to a specific statute or statutory provision includes that statute as in force from time to time; any modification, amendment, or re-enactment of that statute; and any statute that may be enacted in substitution of that statute.
- d) Any words following the terms “including,” “include,” or any similar expression shall be construed as illustrative and shall not limit the sense of the word, description, definition, phrase, or term preceding those terms.

## **1 Agreement**

- 1.1 This Agreement shall become effective on the earlier of the Effective Date and the date on which the EL has been signed.
- 1.2 In the event of any conflict between these ToB and the EL, the EL shall prevail unless it is stated otherwise.

## **2 Your Responsibilities**

- 2.1 You agree to provide all information and materials in your possession that are reasonably required to enable us to provide the Services (including if it has previously been provided to the Teneo Parties under a different arrangement or is publicly available information). You agree that all information disclosed or to be disclosed to us is or will be true, accurate, and not misleading. You shall promptly inform us upon the discovery of any information that subsequently becomes untrue or inaccurate. To ensure that we are able to carry out the Services, you shall keep us informed of any of the Client’s strategy and developments that are relevant to the provision of the Services. Should you not disclose any such relevant information or developments, you accept that this might, without any fault or responsibility on our part, prevent us from providing the Services. The same shall apply should you decide to publish any document affecting a transaction or the performance of Services without prior notification to us. You confirm that you have and will maintain all necessary consents and authorizations which enable us to provide the Services to you and that you comply with all relevant laws and regulations where required.





- 2.2 You shall ensure that your employees are available to provide such assistance as we reasonably require and that we are given such access to senior management, as well as any members of your staff specified in the EL who are necessary to enable us to provide the Services. You will be responsible for ensuring that your employees have the appropriate skills and experience to provide us with such assistance.
- 2.3 You shall manage all aspects of your business and make management decisions relating to your business. Where you are using third parties to provide information or support to a project, including where you are employing other suppliers whose work may affect our ability to provide the Services, you will ensure that you have appropriate agreements in place with those third parties to enable us to provide the Services under the terms of this Agreement and ensuring that such third parties work collaboratively with us. Unless otherwise agreed in writing, we will not be responsible for the management of those third parties and the quality of their input and work.

### **3 Confidentiality**

- 3.1 Where any party hereto has, or comes into possession of, information about the other(s) that is by its nature confidential, or is designated as such by the disclosing party (whether in writing or orally) ("**Confidential Information**"), including this Agreement, we each undertake for the term of this engagement and a three-year period thereafter to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Services, and (iii) not to disclose it to any other person without the disclosing party's prior written consent. These undertakings will not apply to any Confidential Information that the receiving party can demonstrate (a) was previously known to it without any obligation of confidentiality; (b) has been independently developed by it without access to or use of the disclosing party's Confidential Information; (c) was acquired by it from a third party which was not, to the receiving party's knowledge, under an obligation to the disclosing party not to disclose such information; (d) was or has become publicly available through no fault of the receiving party; or (e) is subsequently disclosed by the disclosing party to a third party without restriction.
- 3.2 We and you each will be entitled to disclose Confidential Information as requested by the Company or its legal counsel or to comply with any applicable legal, statutory, professional, or regulatory requirement; provided that, to the extent not prohibited by any legal or regulatory requirement, (i) Teneo or its personnel shall give the Company prompt notice in writing of the existence, terms, and circumstances of any such required disclosure prior to making any such disclosure and (ii) Teneo and its personnel shall provide reasonable opportunity and assistance to the Company in any attempt by the Company to prevent or limit such disclosure.
- 3.3 We may share your Confidential Information with (i) any Teneo Party we use to provide the Services; and (ii) any of our suppliers involved in providing infrastructure and other support services as part of our business, in each case subject to confidentiality provisions no less restrictive than those in these ToB only.
- 3.4 Nothing in this Agreement will prevent or restrict any Teneo Party from using or sharing, for any purpose, any knowledge, experience, and skills used in, gained, or arising from performing the Services, subject to the obligations of confidentiality set forth herein.
- 3.5 This Section 3.5 is subject to Teneo (i) complying with applicable professional standards regarding conflicts of interest, and (ii) maintaining the confidentiality of your Confidential Information in accordance with Section 3.1. You acknowledge that other clients or third parties who (a) are interested in, or are participating in, a project in relation to the same or similar subject



matter as the Services; or (b) may have interests that compete and/or conflict with your interests, may have received, or may receive, other services related to that project from Teneo and/or another Teneo Party (where necessary, through separate engagement teams). We will not disclose to you nor use for your benefit any confidential information that such other teams from Teneo or another Teneo Party have obtained while providing services to other clients or third parties in relation to such project. You agree not to bring any claim against Teneo or another Teneo Party arising out of, or connected with, our or their provision of services to other clients or third parties or the non-disclosure to you of their confidential information as permitted by this Section 3.4.

#### **4 Liability**

- 4.1 Teneo warrants that it will perform the Services with reasonable skill and care. Except as specifically provided in this Agreement, no Teneo Party shall have any liability, regardless of the form of action, whether in contract or tort, or whether direct or indirect, except to the extent that any such liability for Claims is found in a non-appealable final judgment by a court of competent jurisdiction to have resulted directly from such Teneo Party's fraud, gross negligence or wilful misconduct. In no event will any Teneo Party have any liability to you for special, consequential, incidental, or exemplary damages or loss (nor any lost profits, savings, or business opportunity).
- 4.2 Nothing in this Agreement shall exclude or limit our liability for (i) fraud or fraudulent misrepresentation; (ii) gross negligence or wilful misconduct; or (iii) any other liability that may not be excluded or limited by law.
- 4.3 Where Teneo has agreed in this Agreement that there is more than one beneficiary of the Services, the limitation on our total liability in this Agreement will apply to all such beneficiaries in the aggregate and shall be apportioned amongst them. You will procure that no such beneficiary will dispute or challenge the validity, operation, or enforceability of this section on the grounds that no such apportionment has been so agreed or on the grounds that the agreed share of the limitation amount so apportioned to any beneficiary is unreasonably low.
- 4.4 Any liability which we may have to you for Damages shall (so far as is permitted by law) be limited to such an amount as is determined to be just and equitable, taking into account the extent of responsibility for such Damages of us, you, and any person other than us who is jointly or severally liable to you for all or part of the same Damages, provided always that our liability to you shall not exceed in aggregate the amount set out in this Agreement. Any limitation, exclusion, or restriction on the liability of any such other person, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall not be taken account of for the purposes of determining the extent of our liability to you.
- 4.5 Except for the warranties, representations, conditions, and obligations expressly set out in this Agreement, Teneo disclaims all warranties, representations, conditions, and obligations, either express or implied, including warranties of satisfactory quality and fitness for a particular purpose. You agree that, in entering into this Agreement, you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement and we shall have no liability otherwise than pursuant to the express terms of this Agreement.
- 4.6 Any ancillary comments from us which arise during delivery of the Services are provided solely for the purpose of the Services to you and, without our prior written consent, may not be used for any other purpose, or disclosed to any person other than your other advisors (who may not rely



on such advice). You will not refer to us, or any comments which we provide during the delivery of the Services, in any public document or communication without our prior written consent, which will only be given on the basis that we will not be responsible for any such public document or communication.

## 5 Indemnification

- 5.1 You shall indemnify and hold harmless the Teneo Parties from and against all Claims to which any of the Teneo Parties may become subject related to or arising in any manner out of any activities performed or services furnished pursuant to this Agreement, any matter contemplated thereby, or a Teneo Party's role in connection therewith, including prior to the date hereof (the "**Indemnified Activities**"), except to the extent a court of competent jurisdiction shall have determined by final non-appealable judgment that such Liabilities resulted directly from the fraud, gross negligence, or wilful misconduct of Teneo in performing the services that are the subject of this Agreement.
- 5.2 You shall promptly reimburse the Teneo Parties for all costs and reasonable and documented expenses (including fees, costs, and expenses of legal counsel), as incurred, in connection with (i) the investigation of; preparation for; response to; serving as a witness in respect of; or defending, pursuing, settling, or otherwise becoming involved in any pending or threatened investigative, administrative, judicial, regulatory, or other claim, action, or proceeding or any arbitration or investigation in any jurisdiction related to or arising in any manner out of any Indemnified Activities, whether in connection with pending or threatened litigation to which any Teneo Party is, or is threatened to be, a party (collectively, "**Proceedings**"); and (ii) enforcing a Teneo Party's rights under this Agreement.
- 5.3 We shall promptly notify you after we become aware that a Proceeding has been commenced by way of service with a summons or other legal process giving information as to the nature and basis of the claim against a Teneo Party in respect of which indemnity may be sought hereunder. In any event, our failure to notify you shall not relieve you from any liability that you may have on account of this indemnity or otherwise except to the extent you could not otherwise have been aware of such Proceeding and you have been materially prejudiced with respect to the Proceeding by such failure.
- 5.4 Neither you nor any member of your board of directors shall (a) settle, compromise, consent to the entry of a judgment in, or otherwise seek to terminate any pending or threatened Proceeding in respect of which indemnity may be sought hereunder, whether any Teneo Party is an actual or potential party to such Proceeding; or (b) participate in, or facilitate, any such settlement, compromise, consent, or termination, including on behalf of your board of directors (or a committee thereof), in each case without Teneo's prior written consent unless such settlement, compromise, consent, or termination includes an unconditional release of each Teneo Party from all actual or potential Claims relating to the Indemnified Activities (such release to be set forth in an instrument signed by all parties to such settlement, compromise, consent, or termination) and does not include a statement as to or an admission of fault, culpability, or a failure to act, by or on behalf of any Teneo Party.

## 6 Payment

- 6.1 Unless otherwise specified in the EL, we shall submit invoices for Compensation on a monthly basis and issue a final invoice to you on completion of the Services. You shall pay all invoices upon receipt ("**Due Date**"). Teneo shall have the right to suspend or terminate the provision of



Services or any part thereof if payment is not received by the Due Date. If you dispute an invoice, you shall notify us within seven (7) days of its receipt and pay the undisputed portion of that invoice by the Due Date. You shall reimburse us for all reasonable, documented expenses incurred in performing the Services (including all reasonable travel, meal, lodging, and mileage expenses) which will be invoiced as part of the Compensation. Termination of this Agreement, for any reason, shall not affect Teneo's right to receive Compensation incurred up to, and as of, the date of termination of this Agreement.

## **7 Data Protection**

- 7.1 In connection with the delivery of, and invoicing for, the Services, Teneo may collect and utilize certain personal data of, or concerning, representatives of the Client. For information concerning the handling of personal data by Teneo, see Teneo's Privacy Policy at [www.teneo.com](http://www.teneo.com).

## **8 Survival**

- 8.1 The provisions of this Agreement, which expressly or by implication are intended to survive its termination, will survive and continue to bind both of us, including Sections 3 (Confidentiality), 4 (Liability), 5 (Indemnification), 6 (Payment), 9 (Compliance with Laws) and 10 (Miscellaneous).

## **9 Compliance with Laws**

- 9.1 Client represents and warrants that at the time of signing of the Agreement and throughout the duration of the Agreement, the Client and its ultimate beneficial owner(s) and members of its bodies, are not a "Sanctioned Person" with whom Teneo would be prohibited from dealing or rendering its Services under the Agreement. For purposes of the Agreement, a "Sanctioned Person" is any individual or entity that: (i) is designated under, or otherwise subject to, Sanctions; (ii) it operates, or is organized or ordinarily resident in, a Sanctioned Country (meaning any country or territory that is subject to, or whose government is subject to, a regime of Sanctions prohibiting or restricting relations with these countries, territories or governments); or (iii) is 50% owned or controlled by, or acts for, at the direction or on behalf of, any of the foregoing parties set forth in (i) or (ii) hereof. "Sanctions" means any economic or financial sanctions, or trade embargoes administered or enforced by the US Government (including without limitation the US Department of the Treasury, the US Department of State, the US Department of Commerce, or any other US Governmental Authority), or by the European Union, any member state of the European Union, the United Kingdom, the United Nations, or any other applicable sanctions authority with jurisdiction over the Client or Teneo.
- 9.2 To the extent permitted under applicable laws, Client shall comply with Sanctions with respect to the Services and any goods, software or technology subject to or provided under the Agreement. Client shall refrain from acting in any way that would cause Teneo to violate any Sanctions.
- 9.3 To the extent permitted under applicable laws, Client shall not export, re-export or otherwise transfer any items, software or technology received from Teneo pursuant to the Agreement, except in accordance with applicable export control regulations, including, without limitation, the export control regulations of the United Kingdom, the United States, the European Union, and any member state of the European Union





("Export Controls"). Client shall not otherwise act, directly or indirectly, in any manner that would cause Teneo to violate Export Controls.

- 9.4 The Client undertakes that no Services will be directly or indirectly provided for the benefit of, made available to, or implemented by any individual ordinarily resident or located in a Sanctioned Country or any entity established, incorporated or domiciled in a Sanctioned Country without prior written consent from Teneo.
- 9.5 To the extent applicable laws would require to act in a manner contrary to any clause of this Section 9, Client or Teneo, as applicable, shall promptly inform the other party about and commit to find a mutually acceptable solution to mitigate any potential or existing risks under applicable Sanctions (e.g. any change in the representations stated in the above clause 9.1 or any breach of this Section 9). To that end, each party commits to act in good faith and to provide all information that is deemed necessary by the other party to assess its actual or potential exposure under applicable Sanctions. A breach of this Section 9 by a party is considered as not curable.
- 9.6 Teneo shall be released from any obligation under the Agreement and shall be entitled to suspend or terminate the Agreement after written notice to the Client with immediate effect and without liability to the extent that performance of Teneo's obligations under the Contract would cause Teneo to violate Sanctions or Export Controls. The Client shall indemnify Teneo, and hold Teneo harmless, from any Claims, resulting from any breach of this Section 9, or Teneo's suspension or termination of the Agreement in accordance with this Section 9.

## 10 Miscellaneous

- 10.1 **Dispute Resolution.** Except to the extent that any dispute between you and Teneo must be brought before a Bankruptcy Court pursuant to the Bankruptcy Code, such dispute, whether relating to this Agreement or the relationship among the parties and whether involving alleged claims in contract, tort, or otherwise, will be submitted to final, binding arbitration, in accordance with the Federal Arbitration Act, in New York County before JAMS or if JAMS is unable to arbitrate, before the American Arbitration Association or if the American Arbitration Association is also unable to arbitrate, another nationally recognized arbitration tribunal mutually agreed to by the parties to the dispute. The arbitration shall be conducted before a single arbitrator, unless the parties otherwise agree in writing, in accordance with the then-existing most streamlined available rules of the selected arbitral forum. The arbitrator may award the prevailing party, as determined by the arbitrator, the prevailing party's reasonable expenses, including attorneys' fees and expenses and arbitration costs and the fees and costs of the arbitrator and the tribunal. In no event shall the arbitrator award punitive damages. No party hereto may bring any action or proceeding arising under or otherwise concerning the EL or the related relationship between the parties more than one year after the termination of the EL, except that Teneo may bring an action or proceeding for non-payment up until one year after the date the last payment is due to it.
- 10.2 **Jury Trial Waiver.** The parties hereto have agreed to the dispute resolution provision set forth herein and, therefore, it is the parties' intention that disputes will not be heard in a court of law. Nothing herein, however, is intended or should be construed to preclude any party from seeking in a court of competent jurisdiction emergency or preliminary injunctive relief or relief in aid of or to compel arbitration. If any dispute relating to this Agreement should become subject to a proceeding before any court, THE PARTIES EXPRESSLY, IRREVOCABLY, AND



UNCONDITIONALLY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER. The parties' agreement in this regard is an integral part of the consideration received by Teneo, and Teneo would not consent to perform services or enter into the Agreement without such agreement.

- 10.3 **Force Majeure.** Other than a party's obligation to provide Compensation set out in the EL, neither party will be liable for any delays or failures in performance or breach of contract due to events, causes, or circumstances beyond the reasonable control of either party.
- 10.4 **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered or delivered by same-day courier; (b) on the third business day after mailing by registered or certified mail; (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx and UPS); or (d) when sent via email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case, addressed to the appropriate party at the address set forth in the EL, or to any other address as the parties may have set during the period of this Agreement.
- 10.5 **Subcontracting.** With your consent, we may subcontract the provision of the Services, or any part, to any person including any Teneo Party, but this will not affect Teneo's responsibility for the Services. You agree not to bring any claim (whether in contract, tort, breach of statutory duty, or otherwise) against any Teneo Party except Teneo in respect of loss or damage suffered by you arising out of, or in connection with, this Agreement or the Services. The Teneo Parties are intended third-party beneficiaries of this section and may enforce such terms for their protection.
- 10.6 **Nominated Subcontractor.** Where you require us to contract the services of a specific subcontractor selected by you, you will accept responsibility and liability for the work to be performed by such subcontractor. Our agreement to program and integrate the work to be performed by such subcontractor for the purposes of this Agreement is provided on the following basis: (i) we will not be responsible or liable to you or to any other person for the work performed by such subcontractor or for any acts, omissions, defaults, and neglects of such subcontractor; (ii) we shall not review any of the work provided by your nominated subcontractor unless we specifically agree to it in writing; (iii) it is your responsibility to inform yourself of the work performed by, and the advice given by, your other advisors; and (iv) you will be responsible and liable for, and will indemnify us against and from, any liability that we may incur to any person and against all Claims made against, suffered, or incurred by us, directly or indirectly, as a result of or in connection with the work performed by any such subcontractor.
- 10.7 **Non-Solicitation.** You shall not, except with our prior written consent, either during the term of the EL or within twelve (12) months following termination of this Agreement, directly or indirectly, solicit or entice away (or attempt to solicit or entice away) from our employment any person employed or engaged by us or otherwise connected directly or indirectly with this Agreement in the delivery of the Services other than by means of any general advertisements for employees, so long as such general advertisements are not directed to our employees. If you commit any breach of this section, unless otherwise agreed, you shall, on demand, pay to us a sum sufficient to fully compensate us for any injury suffered by us by reason of your breach of this section, in no event less than a sum equal to one year's basic salary or the annual fee that was payable by us to that employee, worker, or independent contractor plus the recruitment costs incurred by us in replacing such person.



- 10.8 **Assignment.** You shall not transfer, assign, novate, charge, or otherwise seek to deal in any way with any of your rights or obligations under this Agreement without our prior written consent. We shall not transfer, assign, novate, charge, or otherwise seek to deal in any of our rights or obligations under this Agreement without your prior written consent; we may assign our rights and obligations under this Agreement to one or more of our Affiliates upon written notice to you, provided that such assignment shall not materially alter the Services provided.
- 10.9 **No Third-Party Beneficiaries.** Teneo has been retained only by you. Unless otherwise expressly agreed in a writing signed by all parties hereto, no one other than you is authorized to rely upon the engagement of Teneo or any statements, advice, opinions, or conduct by Teneo. Except as set forth expressly herein, the parties understand and agree that there are no third-party beneficiaries of this Agreement, including partners, lenders, investors, trustees, beneficiaries, insureds, or Affiliates of the reorganized debtor, creditor committee, or any other entity. Accordingly, none of the aforementioned entities in this section shall have any right to pursue or enforce any right or remedy hereunder; to assert a Claim against Teneo; or to assert reliance in any manner on Teneo, this Agreement, or work performed hereunder.
- 10.10 **Waiver.** No failure or delay by any party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy, unless agreed in writing to be a waiver. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy unless agreed in writing to be a waiver.
- 10.11 **Amendment.** No changes to this Agreement shall be effective unless agreed in writing and signed by both parties. This Agreement can be varied or terminated without any third party's consent.
- 10.12 **Entire Agreement.** This Agreement (i) supersedes and relieves the parties from any liability which might otherwise arise in respect of any previous agreement, understanding, statement, or representation between the parties in relation to the matters dealt with in this Agreement and represents the entire Agreement between the parties on these matters; and (ii) is in full substitution and replacement for any standard terms issued by you which might otherwise be applicable. The parties and each of them acknowledge and agree that this Agreement has not been entered into in reliance on any pre-contractual statement and representations provided always that this section shall not exclude or limit any liability or any right which any party may have in respect of pre-contractual statement or representations made or given fraudulently or dishonestly or in circumstances where there has been wilful concealment.
- 10.13 **Authority to Sign.** By signing this Agreement, you expressly represent and warrant that you have full and complete authority to accept these ToB, to bind the Client to every term of this Agreement, and to authorize us to provide you the Services under this Agreement.
- 10.14 **Severance.** If any provision of this Agreement, or part of any provision, is found by any court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or part-provision shall, to the extent required, be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this Agreement.
- 10.15 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the provisions, policies, or principles thereof



relating to choice or conflicts of law. To the extent applicable, each of the parties hereto agree to submit any claim or dispute arising out of or related to this Agreement to the Bankruptcy Court. If the Bankruptcy Court declines to assert jurisdiction over such proceedings, then such proceedings shall be heard and determined in any state or federal court of competent jurisdiction sitting in New York, New York, to whose jurisdiction each of the parties hereto hereby irrevocably submits. To the extent applicable, nothing in this section shall pertain to, or affect, the authority of the Bankruptcy Court to consider and rule upon Teneo's applications for interim or final compensation pursuant to this Agreement.

**EXHIBIT B**

**Boguslaski Declaration**

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

In re

VWS HOLDCO, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

**DECLARATION OF CHARLES BOGUSLASKI IN SUPPORT  
OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER  
UNDER SECTIONS 327(A) AND 328(A) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 2014 AND 2016, AND LOCAL RULES 2014-1  
AND 2016-1 AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
TENEO SECURITIES LLC AS INVESTMENT BANKER,  
EFFECTIVE AS OF THE PETITION DATE**

Pursuant to 28 U.S.C. § 1746, I, Charles Boguslaski, being duly sworn according to law, hereby declare as follows:

1. I am a Senior Managing Director of Teneo Securities LLC ("Teneo Securities"), a Delaware limited liability company.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Under Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing Retention and Employment of (I) Teneo Securities LLC as Investment Banker and (II) Teneo Capital LLC as Financial Advisor, Effective as of the Petition Date* (the "Application")<sup>2</sup> filed by the above-captioned debtors (the "Debtors" or the "Company").

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors' mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

3. I have more than 25 years of investment banking and financial restructuring experience. My clients include public and private companies, boards of directors, financial institutions, credit funds, and hedge funds across a variety of assignments including M&A, distressed M&A, debt and equity capital raises, exchange transactions, financial restructurings, and reorganization negotiations.

### **TENEO SECURITIES' QUALIFICATIONS**

4. The Debtors require a qualified and experienced investment banker with Teneo Securities' resources, capabilities, and experience to assist them in pursuing the transaction(s) that are crucial to the success of the Chapter 11 Cases. An investment banker like Teneo Securities fulfills a critical service that complements the services provided by the Debtors' other professionals. The Debtors seek to retain Teneo Securities as investment banker because, among other things, Teneo Securities has considerable expertise and experience and an excellent reputation in providing high-quality investment banking services to financially distressed companies and to creditors, purchasers, and other constituencies in chapter 11 as well as in out-of-court proceedings.

5. Teneo Securities and its professionals have extensive experience working with financially troubled companies from a variety of industries in complex financial restructurings, both out of court and in chapter 11 cases. Teneo business reorganization professionals have served as financial and strategic advisors in numerous high-profile bankruptcies and restructurings, providing services to debtors, creditors' committees, and other constituencies in numerous cases, including, among others: *In re Nuvo Group USA, Inc.*, No. 24-11880 (MFW) (Bankr. D. Del. Aug. 22, 2024); *In re CorEnergy Infrastructure Tr., Inc.*, No. 24-40236 (CAN) (Bankr. W.D. Mo., Feb. 25, 2024); *In re AN GLOBAL LLC*, No. 23-11294 (JKS) (Bankr. D. Del. Aug. 28, 2023); *In Vivus*,

*Inc.*, No. 20-11779 (LSS) (Bankr. D. Del. July 7, 2020); *In re Elk Petroleum*, No. 19-11157 (LSS) (Bankr. D. Del. May 22, 2019); *In re Immune Pharmaceuticals, Inc.*, No. 19-13273 (Bankr. D.N.J. Feb. 17, 2019); *In re Novum Pharma, LLC*, No. 19-10209 (BLS) (Bankr. D. Del. Feb. 3, 2019); *In re Welded Construction, L.P.*, No. 18-12378 (KG) (Bankr. D. Del. Oct. 22, 2018); *In re Rentech WP U.S., Inc.*, No. 17-12958 (LSS) (Bankr. D. Del. Dec. 19, 2017); *In re Think Finance, LLC*, No. 17-33964 (HDH) (Bankr. N. D. Tex. Oct. 23, 2017); *In re CST Industrial Holdings Inc.*, No. 17-11292 (BLS) (Bankr. D. Del. June 12, 2017); *In re Linc USA GP, Inc.*, No. 16-32689 (DRJ) (Bankr. S.D. Tex. May 29, 2016); *In re Cal Dive Int'l, Inc.*, No. 15-10458 (CSS) (Bankr. D. Del. Mar. 3, 2015); *In re Monitor Co. Grp. Ltd. P'ships*, No. 12-13042 (CSS) (Bankr. D. Del. Nov. 2, 2012); *In re Sun Times Media Grp.*, No. 09-11092 (CSS) (Bankr. D. Del. Mar. 31, 2009); *In re Linens Holdings Co.*, No. 08-10832 (CSS) (Bankr. D. Del. May 2, 2008).

6. The Debtors require the services of a capable and experienced investment bank such as Teneo Securities. As a result of Teneo Securities' work to date, Teneo Securities has become well-acquainted with the Debtors' business operations and financial affairs, including the Debtors' current liquidity situation and financing requirements. The Debtors believe they require the services of a capable and experienced investment banker such as Teneo Securities and that Teneo Securities is crucial to the Debtors' sale and restructuring efforts in these Chapter 11 Cases.

7. Moreover, Teneo Securities has familiarity with the Debtors' operations and capital structure through its services to the Debtors. In providing these services, Teneo Securities professionals have worked closely with the CRO and the Debtors' other advisors and become well-acquainted with the Debtors' businesses, operations, debt structure, creditors, and related matters, including (a) familiarizing themselves with the assets and operations of the Debtors; (b) analyzing the Debtors' finances, business, and business prospects; (c) charting a sales strategy for the



Debtors during these Chapter 11 Cases; and (d) providing additional investment banking services in preparation for the filing of the Debtors' Chapter 11 Cases.

8. Accordingly, Teneo Securities is well-qualified and uniquely able to represent the Debtors in these Chapter 11 Cases in an efficient and timely manner. Indeed, if the Debtors were required to retain an investment banker other than Teneo Securities in connection with these Chapter 11 Cases, the Debtors, their estates, and all parties in interest would be prejudiced by the substantial time and expense that would be incurred in familiarizing another firm with the Debtors and their business.

9. With its experienced professionals, and its understanding of the Debtors' financial history and business operations, Teneo Securities fulfills a critical need that complements the services to be provided by the Debtors' other professionals. The Debtors' retention of Teneo Securities, with its resources and capabilities, is crucial to the success of these Chapter 11 Cases.

#### **SCOPE OF SERVICES**

10. The parties have entered into the Teneo Securities Engagement Agreement, which governs the relationship between the Debtors and Teneo Securities. The terms and conditions of the Teneo Securities Engagement Agreement were negotiated at arm's length and in good faith between the Debtors and Teneo Securities and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Under the Teneo Securities Engagement Agreement, in consideration for the compensation contemplated thereby, Teneo Securities has provided and has agreed to provide the Teneo Securities services outlined in the Application.

11. To the extent that the Debtors request additional investment banking services, Teneo Securities will amend or supplement the Teneo Securities Engagement Agreement

accordingly and the Debtors will seek approval of the Court prior to Teneo Securities rendering any additional services.

12. The Debtors may also file applications to employ additional professionals. Teneo Securities will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid the unnecessary duplication of services.

### **PROFESSIONAL COMPENSATION**

13. In consideration of the services to be provided by Teneo Securities, and as more fully described in the Teneo Securities Engagement Agreement, subject to the Court's approval, the Debtors have agreed to pay Teneo Securities the proposed Teneo Securities Fee and Expense Structure summarized in the Application.

14. Teneo Securities has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

15. The Teneo Securities Fee and Expense Structure is the result of arm's length negotiations between the Debtors and Teneo Securities. The Debtors ultimately agreed to the Teneo Securities Fee and Expense Structure because it is reasonable and appropriate in light of market conditions and because the Debtors require the services that Teneo Securities has agreed to provide under the Teneo Services Engagement Agreement. The Teneo Securities Fee and Expense Structure also reflects the scope and difficulty of the comprehensive mandate that Teneo Securities has undertaken and expects to undertake in connection with these Chapter 11 Cases and accounts for the potential for an unfavorable outcome as a result of factors outside of Teneo Securities' control.

16. Teneo Securities believes that the Teneo Securities Fee and Expense Structure is comparable to those generally charged by financial advisors of similar stature to Teneo Securities for comparable engagements, both in and out of bankruptcy proceedings.

17. The Teneo Securities Fee and Expense Structure summarized in the Application and described fully in the Engagement Agreement is consistent with Teneo Securities' normal and customary billing practices for comparably sized complex cases and transactions, both in and out of court, involving the services to be provided in connection with these Chapter 11 Cases.

18. The Debtors and Teneo Securities negotiated the Teneo Securities Fee and Expense Structure to function as an interrelated, integrated unit, in connection with the Teneo Securities Services, which Teneo Securities renders not in parts, but as a whole. It would be contrary to the intention of Teneo Securities and the Debtors for any isolated component of the Teneo Securities Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of the Teneo Securities Services. Instead, the Debtors and Teneo Securities intend that the services be considered as a whole, and should be compensated by the Teneo Securities Fee and Expense Structure in its entirety.

19. The Teneo Securities Fee and Expense Structure was also agreed upon in anticipation that a substantial commitment of professional time and effort would be required of Teneo Securities and its professionals in connection with this assignment and in light of the fact that (a) such commitment may foreclose other opportunities for Teneo, and (b) the actual time and commitment required of Teneo Securities and its professionals to perform its services may vary substantially from week to week and month to month during the pendency of these Chapter 11 Cases, creating "peak load" issues for Teneo Securities.

20. The Indemnification Provision also was negotiated at arm's length and in good faith. Teneo Securities respectfully submits that the Indemnification Provision is reasonable and customary for investment banking engagements, both in and out of court, and, as modified by the Proposed Order, reflects the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

21. In light of the foregoing and given the numerous issues that Teneo Securities may be required to address in the performance of its services pursuant to the Engagement Agreements, Teneo Securities' commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Teneo Securities' services for both in court and out of court engagements of this nature, Teneo Securities believes that the Teneo Securities Fee and Expense Structure and Indemnification Provision are fair and reasonable and market-based under the standards set forth in sections 327 and 328(a) of the Bankruptcy Code.

#### **TENEO SECURITIES' DISINTERESTEDNESS**

22. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, Teneo Securities undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors or their estates.

23. Specifically, Teneo Securities obtained from the Debtors or their representatives the names of individuals and entities that may be parties in interest in these Chapter 11 Cases (the "Potential Parties in Interest"), and such parties are listed on Annex 1 attached hereto.

24. I do not believe that Teneo Securities has connections to Potential Parties in Interest to constitute a conflict of interest that would disqualify Teneo Securities from providing the services described in the Teneo Securities Engagement Agreement.

25. To the best of my knowledge, based on the process described herein, none of Teneo Securities, I, or any other employee of Teneo Securities has any connection with or holds any interest adverse to the Debtors, their estates, or the Potential Parties in Interest, except as set forth herein, including on **Annex 2** attached hereto.

26. To the best of my knowledge, based on the process described herein, no connection is related to the Debtors or these Chapter 11 Cases. Other than the Debtors, Teneo Securities will not represent any party in connection with any matter in these Chapter 11 Cases. Teneo Securities can be adverse to all of its current and former clients in matters relating to these Chapter 11 Cases.

27. To the best of my knowledge, based on the process described herein, I am not related or connected to and, to the best of my knowledge, no other professional of Teneo Securities is related or connected to, any United States Bankruptcy Judge for the District of Delaware, or any employee in the Office of the United States Trustee for this region, except that Teneo Securities personnel have interacted with certain of such judges and such employees in the ordinary course of their work in other bankruptcy cases.

28. Teneo Securities did not receive any payments from the Debtors during the 90 days or year immediately preceding the Petition Date other than the Teneo Securities Retainer. Teneo Securities applied \$15,715 in prepetition fees incurred against the Teneo Securities Retainer, which now has a balance of \$84,285.

29. As of the Petition Date, the Debtors did not owe Teneo Securities for any fees or expenses incurred prior to the Petition Date. It is possible that certain expenses that were incurred by Teneo Securities that are reimbursable under the terms of the Teneo Securities Engagement Agreement were not yet reflected on Teneo Securities' books and records as of the Petition Date.

Upon entry of an order approving the Application, Teneo Securities will waive any claim for such unreimbursed expenses in excess of amounts paid to Teneo Securities prepetition.

30. Accordingly, insofar as I have been able to determine, none of Teneo Securities I, or any employee of Teneo Securities holds or represents any interest adverse to the Debtors or their estates, and Teneo Securities is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14), as modified by section 1107(b), in that such professionals:

- i. are not creditors, equity security holders, or insiders of the Debtors;
- ii. were not, within two years before the date of filing of the Debtors’ chapter 11 petitions, a director, officer or employee of the Debtors; and
- iii. do not have an interest materially adverse to the interest of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

31. To the extent that Teneo Securities discovers any additional facts bearing in a material respect on its disinterestedness during the period of Teneo Securities’ retention in connection with these Chapter 11 Cases, Teneo Securities will supplement the information contained in the Application and this Declaration to disclose such facts as required by Bankruptcy Rule 2014(a).

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: June 11, 2025  
New York, New York

/s/ Charles Boguslaski  
Charles Boguslaski  
Senior Managing Director  
Teneo Securities LLC

**ANNEX 1**

**List of Potential Parties in Interest**

**Debtors**

VWS Holdco, Inc.  
Shoosmith Bros., Inc.

**Debtor's Professionals**

Pashman Stein Walder Hayden, P.C.  
Carl Marks Advisory Group LLC  
Teneo Capital LLC  
Teneo Securities LLC  
Troutman Pepper Locke LLP

**Directors & Officers**

Fred Nichols (Director and President)  
Paul L. McGee (Director and Vice President)  
Mark Hills (Controller)

**Ownership & Equity Holders**

Paul L. McGee  
Fred Nichols  
VWS Acquisitions, LLC  
Environmental Services Management of Virginia LLC  
ESM Management Group, LLC

**Secured Lender and DIP Lender**

Volunteer Enterprises, LLC

**Counsel to Secured Lenders and DIP Lender**

Cole Schotz P.C.

**Top 20 Creditors**

Archaea Energy, a bp company,  
Shamrock Environmental  
Shoosmith Construction  
SCS Engineers  
Mr. Bults, Inc.  
Troutman Pepper Locke LLP  
One Environmental Group  
Rain for Rent Virginia  
Integrity Environmental  
Engineering, Design & Devel  
Labella Associates  
Bowman  
James River Equipment  
Chesterfield, Virginia  
TRC Companies, Inc.  
Ace Hydroseeding, Inc.



Dominion Energy Virginia  
Vamac, Inc.  
Keiter  
Colony Tire Corporation

**Bank/Vendor Accounts**

Comerica  
Morgan Stanley

**Utility Providers**

Dominion Energy  
Chesterfield County Utilities  
AT&T Wireless  
Vonage Business  
Verizon  
Comcast

**Taxing Authorities**

Department of the Treasury Internal Revenue Service  
Delaware Department of Revenue  
Virginia Department of Revenue

**Regulatory Agencies (Including Environmental)**

Virginia Department of Environmental Quality

**Insurance Companies**

James A. Scott & Son Inc, d/b/a Scott Insurance  
Crum & Forester Specialty Insurance Company  
Aspen Specialty Insurance Company  
Amwins Insurance Brokerage  
Evergreen National Indemnity Company  
Cincinnati Insurance Company  
R-T Specialty, LLC  
Allied World Surplus Lines Insurance Company  
AlleghenyPoint Insurance Company, c/o Encova Mutual Insurance Group, Inc.

**Major Contract Parties**

Morrow Energy, LLC  
Swift Creek Renewables, LLC

**Litigation Parties**

William Kent Durham  
John Douglas Collins, II  
Marilyn E. Orcutt as successor in Interest of Eugene Orcutt  
Sam M. Kelly in her capacity as Independent Executrix of the Estate of James Fletcher Kelly

**Bankruptcy Judges and Staff and the Office of the United States Trustee**

Amanda Hrycak  
Ashley Chan  
Brendan L. Shannon  
Cacia Butts  
Craig T. Goldblatt  
John T. Dorsey  
Karen B. Owens  
Kate Stickles  
Laurie Selber  
Mary F. Walrath  
Stacey Drechsler,  
Thomas B. Horan  
Una O'Boyle  
Andrew R. Vara  
Benjamin Hackman  
Christine Green  
Denis Cooke  
Diane Giordano  
Dion Wynn  
Edith A. Serrano  
Elizabeth Thomas  
Fang Bu  
Hannah M. McCollum  
Holly Dice  
James R. O'Malley  
Jane Leamy  
Jonathan Lipshie  
Jonathan Nyaku  
Joseph Cudia  
Joseph McMahon  
Juliet Sarkessian  
Lauren Attix  
Linda Casey  
Linda Richenderfer  
Michael Panacio  
Nyanquoi Jones  
Ramona Harris  
Richard Schepacarter  
Rosa Sierra-Fox  
Shakima L. Dortch  
Timothy J. Fox, Jr.

**ANNEX 2**

**Disclosures of Connections**

<b>Party in Interest</b>	<b>Client Status</b>
Morgan Stanley	Current Client
BP Ltd.	Former Client

**EXHIBIT C**

**Polkowitz Declaration**

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

In re

VWS HOLDCO, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

**DECLARATION OF GARY POLKOWITZ IN SUPPORT  
OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER  
UNDER SECTIONS 327(A) AND 328(A) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 2014 AND 2016, AND LOCAL RULES 2014-1 AND  
2016-1 AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
TENEO CAPITAL LLC AS FINANCIAL ADVISOR, EFFECTIVE  
AS OF THE PETITION DATE**

Pursuant to 28 U.S.C. § 1746, I, Gary Polkowitz, being duly sworn according to law, hereby declare as follows:

1. I am a Senior Managing Director of Teneo Capital LLC ("Teneo Capital"), a Delaware limited liability company.

2. I submit this declaration (this "Declaration") in support of the *Debtors'* *Application for Entry of an Order Under Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing Retention and Employment of (I) Teneo Securities LLC as Investment Banker and (II) Teneo Capital LLC as Financial Advisor, Effective as of the Petition Date* (the "Application")<sup>2</sup> filed by the above-captioned debtors (the "Debtors" or the "Company").

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors' mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

3. I have more than 30 years of experience providing restructuring and financial advisory, fiduciary, litigation support, financial forensic, accounting, and auditing services to a wide variety of clients. I have advised companies, secured lenders, unsecured creditors, equity holders, committees, fiduciaries and other constituencies across a litany of industries. I have also been retained as a testifying or consulting expert in numerous litigation support matters. In addition, I provide interim management services, including helping clients evaluate operational performance, strategic alternatives, cost structures, and day-to-day corporate financial operations. I have overseen financial reporting and controls, transactional due diligence, and audit processes for many of my clients.

#### **TENEO CAPITAL'S QUALIFICATIONS**

4. The Debtors require a qualified and experienced financial advisor with Teneo Capital's resources, capabilities, and experience to assist them in connection with these Chapter 11 Cases. A financial advisor like Teneo Capital fulfills a critical service that complements the services provided by the Debtors' other professionals. The Debtors seek to retain Teneo Capital as financial advisor because, among other things, Teneo Capital has considerable expertise and experience and an excellent reputation in providing high-quality financial advisory services to financially distressed companies and to creditors, purchasers, and other constituencies in chapter 11 as well as in out-of-court proceedings.

5. Teneo Capital and its professionals have extensive experience working with financially troubled companies from a variety of industries in complex financial restructurings, both out of court and in chapter 11 cases. Teneo business reorganization professionals have served as financial and strategic advisors in numerous high-profile bankruptcies and restructurings, providing services to debtors, creditors' committees, and other constituencies in

numerous cases, including, among others: *In Vivus, Inc.*, No. 20-11779 (LSS) (Bankr. D. Del. July 7, 2020); *In re The Hertz Corporation*, No. 20-11218 (MFW) (Bankr. D. Del. May 22, 2020); *In re J.C. Penney Company, Inc.*, No. 20-20184 (DRJ) (Bankr. S.D. Tex. May 15, 2020); *In re Ditech Holding Corp.*, No. 19-10412 (JLG) (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Novum Pharma, LLC*, No. 19-10209 (BLS) (Bankr. D. Del. Feb. 3, 2019); *In re Sears Holdings Corporation* No. 18-23538 (RDD) (Bankr. S.D. N.Y. Oct. 15, 2018); *In re Think Finance, LLC*, No. 17-33964 (HDH) (Bankr. N. D. Tex. Oct. 23, 2017);

6. As a result of Teneo Capital's work to date, Teneo has become well-acquainted with the Debtors' business operations and financial affairs, including the Debtors' current liquidity situation and financing requirements. The Debtors believe they require the services of a capable and experienced financial advisor such as Teneo Capital and that Teneo Capital is crucial to the Debtors' efforts in these Chapter 11 Cases.

7. Moreover, Teneo Capital has familiarity with the Debtors' operations and capital structure through its services to the Debtors. In providing these services, Teneo Capital professionals have worked closely with the Debtors' CRO and their other advisors and have become well-acquainted with the Debtors' businesses, operations, debt structure, creditors and other stakeholders, and related matters, including (a) familiarizing themselves with the assets and operations of the Debtors; (b) analyzing the Debtors' liquidity and cash flow projections; and (c) providing additional financial advisory services in preparation for the filing of the Debtors' Chapter 11 Cases.

8. Accordingly, Teneo Capital is well-qualified and uniquely able to represent the Debtors in these Chapter 11 Cases in an efficient and timely manner. Indeed, if the Debtors were required to retain a financial advisor other than Teneo Capital in connection with these Chapter 11

Cases, the Debtors, their estates, and all parties in interest would be prejudiced by the substantial time and expense that would be incurred in familiarizing another firm with the Debtors and their business.

9. With its experienced professionals, and its understanding of the Debtors' financial history and business operations, Teneo Capital fulfills a critical need that complements the services to be provided by the Debtors' other professionals. The Debtors' retention of Teneo Capital, with its resources and capabilities, is crucial to the success of these Chapter 11 Cases.

### **SCOPE OF SERVICES**

10. The parties have entered into the Teneo Capital Engagement Agreement, which governs the relationship between the Debtors and Teneo Capital. The terms and conditions of the Teneo Capital Engagement Agreement were negotiated at arm's length and in good faith between the Debtors and Teneo Capital and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Under the Teneo Capital Engagement Agreement, in consideration for the compensation contemplated thereby, Teneo Capital has provided and has agreed to provide the Teneo Capital Services outlined in the Application.

11. To the extent that the Debtors request additional financial advisory services, Teneo Capital will amend or supplement the Teneo Capital Engagement Agreement accordingly and the Debtors will seek approval of the Court prior to Teneo Capital rendering any additional services.

12. The Debtors may also file applications to employ additional professionals. Teneo Capital will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals, including within Teneo, to avoid the unnecessary duplication of services.



**PROFESSIONAL COMPENSATION**

13. In consideration of the services to be provided by Teneo Capital, and as more fully described in the Teneo Capital Engagement Agreement, subject to the Court's approval, the Debtors have agreed to pay Teneo Capital the proposed Teneo Capital Fee and Expense Structure summarized in the Application.

14. Teneo Capital has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

15. The Teneo Capital Fee and Expense Structure is the result of arm's length negotiations between the Debtors and Teneo Capital. The Debtors ultimately agreed to the Teneo Capital Fee and Expense Structure because it is reasonable and appropriate in light of market conditions and because the Debtors require the services that Teneo Capital has agreed to provide under the Teneo Capital Engagement Agreement. The Teneo Capital Fee and Expense Structure also reflects the scope and difficulty of the comprehensive mandate that Teneo Capital has undertaken and expects to undertake in connection with these Chapter 11 Cases and accounts for the potential for an unfavorable outcome as a result of factors outside of Teneo Capital's control.

16. Teneo Capital believes that the Teneo Capital Fee and Expense Structure is comparable to those generally charged by financial advisors of similar stature to Teneo Capital for comparable engagements, both in and out of bankruptcy proceedings.

17. The Teneo Capital Fee and Expense Structure summarized in the Application and described fully in the Teneo Capital Engagement Agreement is consistent with Teneo Capital's normal and customary billing practices for comparably sized complex cases and transactions, both in and out of court, involving the services to be provided in connection with these Chapter 11 Cases. Moreover, the Teneo Capital Fee and Expense Structure is consistent with and typical of

arrangements entered into by Teneo Capital and other financial advisors in connection with the rendering of comparable services to clients similar to the Debtors.

18. The Debtors and Teneo Capital negotiated the Teneo Capital Fee and Expense Structure to function as an interrelated, integrated unit, in connection with the Teneo Capital Services, which Teneo Capital renders not in parts, but as a whole. It would be contrary to the intention of Teneo Capital and the Debtors for any isolated component of the Teneo Capital Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of the Teneo Capital Services. Instead, the Debtors and Teneo Capital intend that the services be considered as a whole that is to be compensated by the Teneo Capital Fee and Expense Structure in its entirety.

19. The Teneo Capital Fee and Expense Structure was also agreed upon in anticipation that a substantial commitment of professional time and effort would be required of Teneo Capital and its professionals in connection with this assignment and in light of the fact that (a) such commitment may foreclose other opportunities for Teneo Capital, and (b) the actual time and commitment required of Teneo Capital and its professionals to perform its services may vary substantially from week to week and month to month during the pendency of these Chapter 11 Cases, creating “peak load” issues for Teneo Capital.

20. The Indemnification Provision also was negotiated at arm’s length and in good faith. Teneo Capital respectfully submits that the Indemnification Provision is reasonable and customary for financial advisory engagements, both in and out of court, and that the Indemnification Provision is customary and reasonable for similar engagements, both in and out of court, and, as modified by the Proposed Order, reflects the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

21. In light of the foregoing and given the numerous issues that Teneo Capital may be required to address in the performance of its services pursuant to the Teneo Capital Engagement Agreement, Teneo Capital's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Teneo Capital's services for both in court and out of court engagements of this nature, Teneo Capital believes that the Teneo Capital Fee and Expense Structure and Indemnification Provision are fair and reasonable and market-based under the standards set forth in sections 327 and 328(a) of the Bankruptcy Code.

#### **TENEO CAPITAL'S DISINTERESTEDNESS**

22. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, Teneo Capital undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors or their estates.

23. Specifically, Teneo Capital obtained from the Debtors or their representatives the names of individuals and entities that may be parties in interest in these Chapter 11 Cases (the "Potential Parties in Interest"), and such parties are listed on Annex 1 to the Boguslaski Declaration.

24. I do not believe that Teneo Capital has connections to Potential Parties in Interest that constitute a conflict of interest that would disqualify Teneo from providing the services described in the Teneo Capital Engagement Agreement.

25. To the best of my knowledge, based on the process described herein, none of Teneo Capital, I, or any other employee of Teneo Capital has any connection with or holds any interest adverse to the Debtors, their estates, or the Potential Parties in Interest, except as set forth on Annex 2 to the Boguslaski Declaration.

26. To the best of my knowledge, based on the process described herein, no connection is related to the Debtors or these Chapter 11 Cases. Other than the Debtors, Teneo Capital will not represent any party in connection with any matter in these Chapter 11 Cases. Teneo Capital can be adverse to all of its current and former clients in matters relating to these Chapter 11 Cases.

27. To the best of my knowledge, based on the process described herein, I am not related or connected to and, to the best of my knowledge, no other professional of Teneo Capital is related or connected to, any United States Bankruptcy Judge for the District of Delaware, or any employee in the Office of the United States Trustee for this region, except that Teneo Capital personnel have interacted with certain of such judges and such employees in the ordinary course of their work in other bankruptcy cases.

28. Teneo Capital did not receive any payments from the Debtors during the 90 days or year immediately preceding the Petition Date other than the Teneo Capital Retainer. Teneo Capital applied \$114,827.50 in prepetition fees and \$581.02 in prepetition expenses against the Teneo Capital Retainer, which now has a balance of \$109,591.48.

29. As of the Petition Date, the Debtors did not owe Teneo Capital for any fees or expenses incurred prior to the Petition Date. It is possible that certain expenses that were incurred by Teneo Capital that are reimbursable under the terms of the Teneo Capital Engagement Agreement were not yet reflected on Teneo Capital's books and records as of the Petition Date. Upon entry of an order approving the Application, Teneo Capital will waive any claim for such unreimbursed expenses in excess of amounts paid to Teneo Capital prepetition.

30. Accordingly, insofar as I have been able to determine, none of Teneo Capital, I, or any employee of Teneo Capital holds or represents any interest adverse to the Debtors or their

estates, and Teneo Capital is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14), as modified by section 1107(b), in that such professionals:

- i. are not creditors, equity security holders, or insiders of the Debtors;
- ii. were not, within two years before the date of filing of the Debtors’ chapter 11 petitions, a director, officer or employee of the Debtors; and
- iii. do not have an interest materially adverse to the interest of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

31. To the extent that Teneo Capital discovers any additional facts bearing in a material respect on its disinterestedness during the period of Teneo Capital’s retention in connection with these Chapter 11 Cases, Teneo Capital will supplement the information contained in the Application and this Declaration to disclose such facts as required by Bankruptcy Rule 2014(a).

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: June 11, 2025  
New York, New York

/s/ Gary Polkowitz  
Gary Polkowitz  
Senior Managing Director  
Teneo Capital LLC