

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

In re:

Recombinetics, Inc., *et al.*,

Debtors.¹

Chapter 11 (Subchapter V)

Case No. 24-12593 ()

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR APPOINTMENT OF RELIABLE AS CLAIMS
AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

Recombinetics, Inc. and its above-captioned affiliates (collectively, the “Debtors”), the debtors and debtors in possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), hereby file this application (this “Application”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”) appointing Reliable Companies d/b/a Reliable (“Reliable”) as claims and noticing agent (“Claims and Noticing Agent”) in the Debtors’ Chapter 11 Cases effective as of the Petition Date (as defined below). In support of this Application, the Debtors submit the declaration of Justin K. Edelson, a copy of which is attached hereto as **Exhibit B** (the “Edelson Declaration”). In further support of this Application, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the “Amended Standing Order”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Recombinetics, Inc. (1470), Acceligen, Inc. (N/A), Regenevida, Inc. (N/A), Surrogen, Inc. (N/A), and Therillume, Inc. (4995). The mailing address for each of the Debtors is 3388 Mike Collins Drive, Eagan, Minnesota 55121.

with Article III of the United States Constitution.² Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Local Rules 2002-1(f) and 9013-1(m), and the Court’s Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c), instituted by the Office of the Clerk of the Bankruptcy Court (the “Clerk”) on February 1, 2012 (the “Claims Agent Protocol”).

GENERAL BACKGROUND

3. On the date hereof (the “Petition Date”), each of the Debtors filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses and manage their properties as debtors and debtors in possession pursuant to section 1184 of the Bankruptcy Code. No request has been made for the appointment of a trustee or an examiner. The Debtors have requested that the Chapter 11 Cases be jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”).

4. The Debtors have elected to proceed as subchapter V debtors and, accordingly, a Subchapter V Trustee will be appointed in these Chapter 11 Cases on or shortly after the Petition Date.

5. As set forth in the *Declaration of Rocco Morelli in Support of Debtors’ Chapter 11 Petitions and First Day Motions and Applications* (the “First Day Declaration”), the Debtors are a

² Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the Court’s entry of a final judgment or order with respect to this Motion if it is determined that the Court, absent consent of the parties, cannot enter a final order consistent with Article III of the United States Constitution.

gene editing company that focuses on the editing of animal cells and embryos for strategic commercial applications worldwide, with the aim of improving human health outcomes as well as the sustainability of animal agriculture and aquaculture. Additional information regarding the Debtors' businesses, capital structure, and the circumstances leading to the filing of the Chapter 11 Cases is set forth in the First Day Declaration.

RELIEF REQUESTED

6. The Debtors request entry of the Proposed Order appointing Reliable as the Claims and Noticing Agent for the Debtors and their Chapter 11 Cases to, among other things, (a) assume full responsibility for the distribution of required notices to parties in interest, (b) receive, maintain, process, docket, and otherwise administer the proofs of claim filed in the Debtors' Chapter 11 Cases and (c) provide such other administrative services, all as more fully set forth herein.

BASIS FOR RELIEF

7. The Debtors' selection of Reliable to act as the Claims and Noticing Agent satisfies the Court's Claims Agent Protocol in that the Debtors obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Reliable's rates are competitive and reasonable given Reliable's quality of services and expertise. The terms of Reliable's retention are set forth in the Engagement Agreement attached as **Exhibit 1** to the Proposed Order (the "Engagement Agreement"); *provided however* that the Debtors are seeking approval solely of the terms and provisions of the Engagement Agreement as set forth in this Application and the Proposed Order.

8. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be a substantial number of entities to be noticed. Local Rule 2002-1(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor

matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter.” In view of the number of anticipated claimants and the complexity of the Debtors’ business, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtors’ estates and their creditors.

9. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Fed. R. Bankr. P. 2002(f). Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below. Moreover, section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than the Clerk for administration of bankruptcy cases. 28 U.S.C. § 156(c). Specifically, the statute states, in relevant part:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

10. In addition, Local Rule 2002-1(f) provides:

Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. §

156(c) (which can be found on the Court's website) and shall perform the [claims and noticing services].

Del. Bankr. L.R. 2002-1(f). Accordingly, Bankruptcy Rule 2002, Local Rule 2002-1(f), and section 156(c) of title 28 of the United States Code empower the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtors' estates bear the cost of such services.

11. For all of the foregoing reasons, the Debtors believe that the appointment of Reliable as the Claims and Noticing Agent in these Chapter 11 Cases is necessary and in the best interests of the Debtors, their estates and creditors, and all parties in interest. Furthermore, the Debtors submit that the fees and expenses that would be incurred by Reliable under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

12. By separate application, the Debtors may seek authorization to retain and employ Reliable as the administrative agent in these Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code, because the administration of the Chapter 11 Cases may require Reliable to perform duties outside the scope of 28 U.S.C. § 156(c).

RELIABLE'S QUALIFICATIONS

13. Reliable has years of experience in noticing and claims processing. Reliable has a proprietary claims management system in which claims are effectively managed for the Clerk. The Debtors have selected Reliable as the Claims and Noticing Agent because of Reliable's abilities and experience serving in such capacity in chapter 11 cases of this size, as well as the reasonableness of its fees.

14. Reliable has provided claims and noticing services for debtors in this District, including in, most recently, *In re Parlement Technologies, Inc.*, Case No. 24-10755 (CTG) (Bankr.

D. Del. May 23, 2024); *In Re: Etta Scottsdale LLC*, Case No. 24-10063 (KBO) (Bankr. D. Del. Mar. 1, 2024); and *In re Clover Fast Food, Inc.* Case No. 23-11812 (BLS) (Bankr. D. Del. Nov. 9, 2023).

15. By appointing Reliable as the Claims and Noticing Agent in these Chapter 11 Cases, the distribution of notices and the processing of claims will be expedited, and the Clerk will be relieved of the administrative burden of processing claims.

SERVICES TO BE PROVIDED

16. This Application pertains only to the work to be performed by Reliable under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be performed by Reliable outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Reliable will perform the following tasks, as necessary, in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

- (a) Prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a sale of the Debtors' assets or disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make said lists available upon request by a party-in-interest or the Clerk;

- (d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For all notices, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed with the Clerk, an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain the official claims register for each Debtor (collectively, the “Claims Registers”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;
- (i) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (j) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (k) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Reliable, not less than weekly;
- (l) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);
- (m) Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on

and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

- (n) Identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information available);
- (o) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (p) If these Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three days of notice to Reliable of entry of the order converting the cases;
- (q) Thirty days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Reliable as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases; and
- (r) Within 14 days of entry of an order dismissing these chapter 11 cases, or within 28 days of entry of a Final Decree, forward to the Clerk an electronic version of all imaged claims, upload the creditor mailing list into CM/ECF, and docket a final Claims Register.

PROFESSIONAL COMPENSATION

17. The Debtors request that the undisputed fees and expenses incurred by Reliable in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Reliable agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), proposed counsel for the Debtors, the Subchapter V Trustee, and counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall

meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

18. Prior to the Petition Date, the Debtors provided Reliable an advance in the amount of \$10,000.00. Reliable seeks to apply the advance to all prepetition invoices.

19. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Reliable and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Reliable's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

DISINTERESTEDNESS

20. Although the Debtors do not propose to employ Reliable under section 327 of the Bankruptcy Code pursuant to this Application (such retention may be sought by separate application), Reliable has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Edelson Declaration, Reliable has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

21. Moreover, in connection with its retention as Claims and Noticing Agent, Reliable represents in the Edelson Declaration, among other things, that:

(a) Reliable is not a creditor of the Debtors;

- (b) Reliable will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Reliable waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Reliable will not be an agent of the United States and will not act on behalf of the United States;
- (e) Reliable will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Reliable is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Reliable will not intentionally misrepresent any fact to any person;
- (h) Reliable shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Reliable will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Reliable as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

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

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

23. This Application complies with the Claims Agent Protocol, in that the Debtors have obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Reliable’s rates are competitive and reasonable given Reliable’s quality of services and expertise.

24. To the extent that there is any inconsistency between this Application, the order granting the relief in the Application, and the Engagement Agreement, the order granting relief in the Application shall govern.

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

25. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

NOTICE

26. The Debtors will provide notice of this Application to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Subchapter V Trustee appointed in these Chapter 11 Cases, (iv) the Internal Revenue Service; (v) the Debtors' twenty (20) largest unsecured creditors (excluding insiders); (vi) counsel to the Prepetition and DIP Lender; and (vii) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Rule 9013-1(m) of the Local Rules. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of the Proposed Orders, granting the relief requested herein and such other and further relief as is just and proper.

Dated: November 11, 2024
Wilmington, Delaware

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Ryan M. Messina

Patrick A. Jackson (No. 4976)

Ian J. Bambrick (No. 5455)

Ryan M. Messina (No. 6875)

222 Delaware Ave., Suite 1410

Wilmington, DE 19801

Tel: (302) 467-4200

Fax: (302) 467-4201

patrick.jackson@faegredrinker.com

ian.bambrick@faegredrinker.com

Maria J. Cho (*pro hac vice* pending)

1800 Century Park East, Suite 1500

Los Angeles, CA 90067

Tel: (310) 203-4000

Fax: (310) 229-1285

maria.cho@faegredrinker.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:

Recombinetics, Inc., *et al.*,

Debtors.¹

Chapter 11 (Subchapter V)

Case No. 12593 ()

(Jointly Administered)

Ref. D.I. __

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF RELIABLE AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the Debtors to retain and appoint Reliable Companies d/b/a Reliable (“Reliable”) as claims and noticing agent (“Claims and Noticing Agent”) pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Local Rule 2002-1(f) to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, process, docket, and otherwise administer the proofs of claim filed in the Debtors’ Chapter 11 Cases and (c) provide such other administrative services, all as more fully set forth in the Application; and upon consideration of the Edelson Declaration and the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and this Court having

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Recombinetics, Inc. (1470), Acceligen, Inc. (N/A), Regenevida, Inc. (N/A), Surrogen, Inc. (N/A), and Therillume, Inc. (4995). The mailing address for each of the Debtors is 3388 Mike Collins Drive, Eagan, Minnesota 55121.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached hereto as **Exhibit 1**, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain Reliable as Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and Reliable is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these Chapter 11 Cases (if any), and all related tasks, all as described in the Application.
3. Reliable shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases (if any) and is authorized and directed to maintain official claims registers for each of the Debtors. Reliable is authorized to file a quarterly updated claim register with the Court in alphabetical and numerical

order and in the event there has been no claims activity, Reliable may file a Certification of No Activity.

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

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

6. The Debtors are authorized to compensate Reliable in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Reliable and the rates charged for each, and to reimburse Reliable for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Reliable to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Reliable shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred. Reliable shall serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware, counsel for the Debtors, the Subchapter V Trustee, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices.

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

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Reliable under this Order shall be an administrative expense of the Debtors' estates.

10. Reliable may apply its advance to all prepetition invoices.

11. The Debtors shall indemnify Reliable under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Reliable shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Reliable, or provide contribution or reimbursement to Reliable, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from Reliable's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of Reliable's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Reliable should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

14. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing these Chapter 11 Cases, Reliable believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Reliable must file an application therefor in this Court,

and the Debtors may not pay any such amounts to Reliable before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Reliable for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Reliable. All parties in interest shall retain the right to object to any demand by Reliable for indemnification, contribution, or reimbursement.

15. In the event Reliable is unable to provide the services set out in this Order, Reliable will immediately notify the Clerk and the Debtors' counsel and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Reliable but is not specifically authorized by this Order.

17. The Debtors and Reliable are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

18. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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

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

21. Reliable shall not cease providing claims processing services during the Chapter 11 Case(s) for any reason, including nonpayment, without an order of the Court.

22. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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

EXHIBIT 1

Engagement Agreement

BANKRUPTCY CLAIMS ADMINISTRATION AGREEMENT

AGREEMENT (this "Agreement") made as of November ¹____, 2024, by, between and among Reliable Companies d/b/a Reliable (the "Company"), and Recombinetics, Inc., the debtor in the Bankruptcy Case (as defined below) (collectively, the "Client").

WITNESSETH:

WHEREAS, the Client desires to retain the Company to perform the Services (as defined below) for the Client in its Chapter 11 Bankruptcy case (the "Bankruptcy Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, the Company desires to provide the Services to Client in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Company Services. The Company agrees to provide the following services (collectively, the "Services") as requested in writing by the Client or its authorized representatives, including, but not limited, its bankruptcy counsel (which writing may be an email): certain data collection, claims processing and management, noticing, administration and/or other bankruptcy administration and support services. The Client agrees and understands that the Services are administrative only and do not constitute legal advice or legal services.
2. Term and Termination.
 - a. Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein. The Company shall be entitled to an administrative claim in the Bankruptcy Case for all undisputed fees and expenses due and owing under this Agreement in connection with its performance of the Services outstanding at the time of termination of this Agreement.
 - b. Termination for Convenience. This Agreement may be terminated in writing (which writing may be an email) at any time by Client upon notice to the Company. This Agreement may be terminated in writing (which writing may be an email) at any time by the Company upon not less than thirty (30) days' notice to the Client.
3. Compensation; Retainer; and Expenses.
 - a. Compensation. As compensation for the Services to be provided by the Company under this Agreement, the Client agrees to pay the Company the fees set forth on Exhibit A. Billing rates set forth on Exhibit A may be adjusted annually by the Company in its reasonable discretion provided that thirty (30) days notice will be

given to Client prior to any new rates being implemented.

- c. Expenses. In addition to the compensation set forth above, the Client shall reimburse the Company for all its documented out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services. Reimbursable out-of-pocket expenses hereunder include, but are not limited to, postage, long- distance communications, costs of messenger and delivery service, filing fees, and other similar expenses. Any applicable tax applicable to this Agreement, including sales, use, and excise taxes on the Services and the expenses shall also be paid by the Client.
 - d. Billing and Payment. The Company shall invoice the Client for its fees and expenses on a monthly basis. All invoices are due and payable promptly upon receipt, unless otherwise required under applicable bankruptcy law.
4. Client Supplied Information. The Client is responsible for the accuracy of all data and other information it submits to the Company (including all information for balloting preparation) and for the output of such data and information. The Client agrees to maintain backup copies of all data or other information provided to the Company. In the event the Client supplies the Company with any erroneous information or data, the Client shall be responsible for any resulting Services or expenses incurred by the Company to make the appropriate corrections. The Company may undertake to place that data and information into certain systems and programs. Client is solely responsible for the accuracy of data and information it provides to Company and its output. Any data, programs, storage media or other materials furnished by the Client to the Company in connection with this Agreement may be retained by the Company until all amounts billed for Services and expenses have been paid in full. In the event the Client requests the Company to dispose of any data and or storage media, the Client shall pay the Company a reasonable service fee and all out of pocket expenses incurred. Company may dispose of Client data upon termination of this agreement by providing not less than thirty (30) days advanced notice.
5. Independent Contractor. It is understood and agreed that the Company shall perform or cause its agents to perform the Services as an independent contractor. Neither the Company nor any of its employees or agents is intended by the parties to be partners, joint venturers, or employees of the Client.
6. Confidential Information.
- a. Mutual Confidentiality. In connection with this Agreement, either party ("Discloser") may disclose to the other party ("Recipient") information which the Discloser does not wish to become public ("Information"). Such Information may include, but is not limited to, computer processes, computer programs, computer technology, trade secrets, know how, inventions, techniques, business processes, technical processes, procedures, software in various stages of development,

computer codes, schematics, data, flow charts, designs, contracts, customer lists, financial information, business plans, sales and marketing plans, pricing and business information. Such Information may be disclosed: (i) in writing; (ii) by delivery of items; or (iii) by authorized access to Information, such as may be contained in a data base. The Recipient (x) shall hold all Information in confidence and will use such information only for the purposes of fulfilling the Recipient's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Information to any third party other than for the purposes of fulfilling the Recipient's obligations hereunder. No obligation under this Agreement shall apply to Information that is:

(1) publicly available at the time of disclosure, or which becomes publicly available thereafter through no fault or action of the Recipient;

(2) already in the possession of the Recipient, or subsequently received by the Recipient from a third party, without similar restrictions and without breach of this Agreement or another confidentiality or non-disclosure agreement; or

(3) developed by employees or agents of the Recipient independently of and without reference to any Information of the Discloser.

The Recipient may disclose Information to the extent it is required to do so by law, but the Recipient must first use good faith efforts to provide the Discloser written notice sufficiently in advance to allow the Discloser a reasonable opportunity to take appropriate action in response.

- b. Protection of Company Intellectual Property. The Client acknowledges that in connection with the Services the Client may become acquainted with certain Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), software programs, processes, trade secrets and know how which are of importance to the Company. Accordingly, the Client agrees to use its best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client understands that the software programs and other materials utilized or furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Client further agrees that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company. This Agreement does not grant the Client any license to use the Company's Information, materials or intellectual property other than under this

Agreement.

- c. Survival. The obligations set forth in this Section shall survive the termination of this Agreement. The parties agree that the breach of the provisions of this section by a Recipient will cause the Discloser irreparable damage for which recovery of money damages would be inadequate. The Discloser will, therefore, be entitled to obtain timely injunctive relief to protect the Discloser's rights under this Agreement in addition to any and all remedies available hereunder or at law
7. Limitation on Warranties; Indemnification.
 - a. **THE SERVICES AND RESULTING WORK PRODUCT OF THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND. THE COMPANY (1) DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS REGARDING THE SERVICES; AND (2) MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE, USE, QUALITY, PRODUCTIVENESS OR CAPACITY.**
 - b. The Client hereby indemnifies and holds harmless the Company and its members, managers, directors, officers, employees, affiliates and agents ("Indemnified Party") against any and all claims, actions, suits, liabilities, losses, damages (including consequential damages) costs, charges, penalties, attorney's fees and other expenses of any nature to which any Indemnified Party may become subject or involved in any capacity arising out of or in connection with or related to this agreement and services provided herein including but not limited to (a) any action or inaction by the Client, its employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's rendition of the Services; (b) any breach of this Agreement by any of the Client; or (c) any erroneous instructions or information provided to the Company by the Client. Notwithstanding any provision in this Agreement to the contrary, the Client has no obligation to indemnify the Company (or any Indemnified Party), for any claims, losses or damages directly resulting from the fraud, gross negligence or willful misconduct of the Company (or Indemnified Party).
 8. Jurisdiction; Governing Law. This Agreement is subject to the approval of the Bankruptcy Court which shall retain jurisdiction over all matters regarding this Agreement. Subject to the foregoing, this Agreement will be governed by and construed in accordance with the laws of the State of Delaware (without reference to its conflict of laws provisions).
 9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder

is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. Non-Solicitation. Client agrees that it shall not hire, or solicit to hire, either directly or indirectly, or cause any of its subsidiaries or affiliates to solicit or hire, any employee of Reliable or its subsidiaries or affiliates during the term of this agreement and for a period of twelve (12) months following termination of the agreement.
11. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, and by electronic mail. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by electronic mail, one business day after delivery, as follows:

if to the Company, to:

Reliable Companies
Nemours Building
1007 Orange Street, Suite 110
Wilmington, DE 19801
Attn: President

and if to the Client, to:

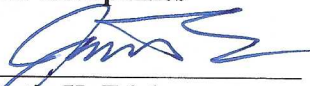
Recombinetics, Inc.
3388 Mike Collins Drive #1
Eagan, MN 55121
Attn: Rocco Morelli, CEO

12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.
13. Assignment. This Agreement and the rights and obligations of the Company and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.
14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Client relating generally to the same subject matter, and may be

modified only in a writing signed by the Company and the Client. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement. If an order is entered approving this Agreement, any discrepancies between this Agreement and the order approving this Agreement shall be controlled by such order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

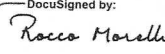
Reliable Companies

By: 

Justin K. Edelson

Title: Director, Corporate Restructuring

Recombinetics, Inc.

DocuSigned by:
By: 

CB18BAF79AD2AF3
Rocco Morelli

Title: Chief Executive Officer

Exhibit A - Fee Structure

Position

Hourly Rate

Analyst

\$ 35-50

The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and undeliverable/returned mail. Analyst also assists with execution of mail services.

Consultant/Senior Consultant

\$ 65-165

The Consultant is the daily contact for mailings, prepares and files affidavits of service. The consultant also responds to creditor and counsel inquiries, and processes claim objections and notices of transfer.

The Senior Consultant directs and oversees the various collection and noticing processes as well as the preparation of the creditor matrix and Chapter 11 reporting requirements.

Technology Consultant

\$ 65-90

The Technology Consultant assists with custom website updates and provides database support for complex mailings and unique reporting requests.

Director

\$ 175

The Director is the primary contact for the client and its professionals and oversees and supports all aspects of the services provided during the engagement.

Solicitation Consultant

\$ 190

The Solicitation Consultant is the daily contact for plan solicitation and balloting services. The Solicitation Consultant manages the service process, provides support on all voting, tabulation, and Schedule and SOFA services, and prepares detailed reports of the results.

Director of Solicitation

\$ 195

The Solicitation Director directs and oversees all activities involving the plan solicitation process. The Director of Solicitation advises on all solicitation and noticing programs, voting, tabulation, and Schedule and SOFA services.

Printing and Noticing Services

<i>Printing may apply)</i>	<i>\$.10 per Page (volume discounts</i>
Customization/Envelope Printing	\$.25 per Envelope
Document Folding/Inserting	\$ included
Postage/Overnight Delivery	\$ Preferred Rates*
E-Mail Noticing	\$50
Fax Noticing	\$.05 per Page
Publication Noticing	\$ Quoted at time of request

Document Management/Imaging

<i>Electronic Imaging</i>	<i>\$.10 per image</i>
<i>Virtual Data Room</i>	<i>\$ Quoted upon request</i>

* Postage cost must be pre-paid prior to mailing;

** Waived for small volumes..larger volumes (over 100), will be quoted;

Certificate Of Completion

Envelope Id: 67C817D378ED47A68A46EC40C78E24E6

Status: Completed

Subject: Complete with DocuSign: Reliable Engagement Agreement 103024.docx, Reliable - Exhibit A Fee Str...

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Nikki Rockstroh

AutoNav: Enabled

3388 Mike Collins Drive #1

Envelope Stamping: Enabled

Eagan, 55121

Time Zone: (UTC-06:00) Central Time (US & Canada)

nikki.rockstroh@recombinetics.com

IP Address: 75.135.88.165

Record Tracking

Status: Original

Holder: Nikki Rockstroh

Location: DocuSign

10/31/2024 3:48:23 PM

nikki.rockstroh@recombinetics.com

Signer Events

Rocco Morelli

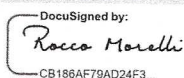
Rocco.morelli@recombinetics.com

CEO

Recombinetics, Inc.

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



CB186AF79AD24F3...

Signature Adoption: Pre-selected Style
Using IP Address: 73.110.181.26**Timestamp**

Sent: 10/31/2024 3:49:10 PM

Viewed: 10/31/2024 3:52:10 PM

Signed: 10/31/2024 3:52:34 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/31/2024 3:49:10 PM
Certified Delivered	Security Checked	10/31/2024 3:52:10 PM
Signing Complete	Security Checked	10/31/2024 3:52:34 PM
Completed	Security Checked	10/31/2024 3:52:34 PM
Payment Events	Status	Timestamps

EXHIBIT B

Edelson Declaration

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

In re:

Recombinetics, Inc., *et al.*,

Debtors.¹

Chapter 11 (Subchapter V)

Case No. 24-12593 ()

(Joint Administration Requested)

**DECLARATION OF JUSTIN K. EDELSON IN SUPPORT OF DEBTORS’
APPLICATION FOR APPOINTMENT OF RELIABLE
AS CLAIMS AND NOTICING AGENT**

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

1. I am the Director of Corporate Restructuring at Reliable Companies, d/b/a Reliable (“Reliable”), with offices located at 1007 North Orange St., Suite 110 Wilmington, DE 19801. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the *Debtors’ Application for Appointment of Reliable as Claims and Noticing Agent*, to which this declaration is attached (the “Application”).²

QUALIFICATIONS

3. Reliable has years of experience in noticing and claims processing. Reliable has a proprietary claims management system in which claims are effectively managed for the Clerk.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Recombinetics, Inc. (1470), Acceligen, Inc. (N/A), Regenevida, Inc. (N/A), Surrogen, Inc. (N/A), and Therillume, Inc. (4995). The mailing address for each of the Debtors is 3388 Mike Collins Drive, Eagan, Minnesota 55121.

² Capitalized terms used but not otherwise defined herein have the meanings set forth in the Application.

Accordingly, I believe that Reliable is well qualified to provide experienced claims and noticing services in connection with these Chapter 11 Cases.

4. Reliable has provided claims and noticing services for debtors in this District, including in, most recently, *In re Parlement Technologies, Inc.*, Case No. 24-10755 (CTG) (Bankr. D. Del. May 23, 2024); *In Re: Etta Scottsdale LLC*, Case No. 24-10063 (KBO) (Bankr. D. Del. Mar. 1, 2024); and *In re Clover Fast Food, Inc.* Case No. 23-11812 (BLS) (Bankr. D. Del. Nov. 9, 2023).

SERVICES TO BE RENDERED

5. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Reliable will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk”), the noticing and claims-related services specified in the Application and the Engagement Agreement, and, at the Debtors’ request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, Reliable will charge the Debtors the rates set forth in the Engagement Agreement, which rate structure is attached as **Exhibit 1** to **Exhibit A** to the Application.

6. Reliable represents, among other things, the following:

- (a) Reliable is not a creditor of the Debtors;
- (b) Reliable will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Reliable waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Reliable will not be an agent of the United States and will not act on behalf of the United States;

- (e) Reliable will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Reliable is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Reliable will not intentionally misrepresent any fact to any person;
- (h) Reliable shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Reliable will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Reliable as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

7. Although the Debtors do not propose to retain Reliable under section 327 of the Bankruptcy Code pursuant to the Application (such retention may be sought by separate application), I caused to be submitted for review by our conflicts system the names of potential parties-in-interest in these Chapter 11 Cases.

8. The results of the conflict check were compiled and reviewed by Reliable professionals under my supervision. At this time, and as set forth in further detail herein, Reliable is not aware of any connection that would present a disqualifying conflict of interest.

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

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

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

12. To the best of my knowledge, none of Reliable's employees are related to United States Bankruptcy Judges in the District of Delaware, the United States Trustee for Region 3, or any attorney known by Reliable to be employed in the Office of the United States Trustee serving the District of Delaware.

13. Reliable and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Reliable or its personnel may appear in chapter 11 cases representing the Debtors or parties in interest. To the best of my knowledge, Reliable does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified as potential parties in interest or who have filed a notice of appearance in these Chapter 11 Cases.

14. To the best of my knowledge, Reliable (a) does not hold or represent an interest adverse to the Debtors' estates; (b) is a "disinterested person" that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors, and (iii) does not have an interest materially

adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason; and (c) has disclosed all of Reliable's connections with the Debtors, its creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

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

Dated: November 11, 2024

/s/ Justin K. Edelson

Name: Justin K. Edelson

Title: Director of Corporate Restructuring