

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

In re:

BEAVEX HOLDING CORPORATION, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-10316 (\_\_\_\_)

Joint Administration Requested

**DEBTORS' APPLICATION FOR ORDER APPOINTING STRETTO AS CLAIMS  
AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby submit this application (this "Section 156(c) Application") for entry of an order, substantially in the form of Exhibit A attached hereto (the "Retention Order"), pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), appointing Stretto ("Stretto")<sup>2</sup> as claims and noticing agent ("Claims and Noticing Agent") in these chapter 11 cases, effective *nunc pro tunc* to the Petition Date (as defined below). In support of this Section 156(c) Application, the Debtors submit the Declaration of Travis Vandell, Managing Director of Stretto (the "Vandell Declaration"), attached hereto as Exhibit B, and respectfully represent as follows:

<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Incorporated (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

<sup>2</sup> Stretto is the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries.

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b), and pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Section 156(c) 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. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Local Rule 2002-1(f), and the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the "Claims Agent Protocol").

**BACKGROUND**

3. On the date hereof (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a), and 1108 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases, and no request has been made for the appointment of a trustee or examiner.

4. Additional information regarding the Debtors' businesses, capital structure and the circumstances leading to the filing of these chapter 11 cases is set forth in the *Declaration of Donald Van der Wiel in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith.

**RELIEF REQUESTED**

5. By this Section 156(c) Application, the Debtors request entry of an order appointing Stretto as the Claims and Noticing Agent for the Debtors and these chapter 11 cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' chapter 11 cases. The Debtors' selection of Stretto to act as the Claims and Noticing Agent satisfies the 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 Stretto's rates are competitive and reasonable given Stretto's quality of services and expertise. The terms of Stretto's retention are set forth in the Engagement Agreement attached hereto as Exhibit C (the "Engagement Agreement"); *provided, however*, that the Debtors are seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the proposed Retention Order attached hereto.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be thousands 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 light of the number of anticipated claimants and the complexity of the Debtors' businesses, 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.

7. Notwithstanding anything to the contrary in the Engagement Agreement, by separate application, the Debtors will seek authorization to retain and employ Stretto as administrative advisor in these chapter 11 cases pursuant to section 327(a) of the Bankruptcy Code because the administration of these chapter 11 cases will require Stretto to perform duties outside the scope of 28 U.S.C. § 156(c).

**STRETTO'S QUALIFICATIONS**

8. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as debtors' legal counsel or as official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest.

9. By appointing Stretto 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 Office of the Clerk of the Bankruptcy Court (the "Clerk") will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

**SERVICES TO BE PROVIDED**

10. This Section 156(c) Application pertains only to the work to be performed by Stretto 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 Stretto outside of this scope is not covered by this Section 156(c) Application or by any order granting approval hereof. Specifically, consistent with the Engagement Agreement, Stretto will provide the Debtors with its standard data reports and provide consulting and programming support for Debtor-requested reports and other features, which may include, but are not limited to, the following:

- (a) Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy 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 section 341(a) of the Bankruptcy Code, (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 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 (7) 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, and upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers, specifying 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) Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (j) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (k) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (l) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Stretto, not less than weekly;
- (m) 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);
- (n) 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;
- (o) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;

- (p) 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;
- (q) If these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to Stretto of entry of the order converting the cases;
- (r) Thirty (30) 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 Stretto 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;
- (s) Within seven (7) days of notice to Stretto of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the chapter 11 cases; and
- (t) At the close of these chapter 11 cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154-1096 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

11. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Stretto.

#### **PROFESSIONAL COMPENSATION**

12. The Debtors respectfully request that the undisputed fees and expenses incurred by Stretto 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. Stretto agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of

Delaware (the “U.S. Trustee”), counsel for the Debtors, 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 a resolution is not achieved, the parties may seek resolution of the matter from the Court.

13. Prior to the Petition Date, the Debtors provided Stretto with a retainer in the amount of \$15,000. Stretto seeks to first apply the retainer to any outstanding prepetition invoices, and thereafter, have the retainer replenished to the original retainer amount. Stretto intends to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

#### **DISINTERESTEDNESS**

14. Although the Debtors do not propose to employ Stretto under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Stretto has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors’ knowledge, information, and belief, and except as disclosed in the Vandell Declaration, Stretto 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.

15. Moreover, in connection with its retention as Claims and Noticing Agent, Stretto represents in the Vandell Declaration, among other things, that:

- (a) Stretto is not a creditor of the Debtors;



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

Stretto 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**

16. This Section 156(c) Application complies with the Claims Agent Protocol and substantially conforms to the standard Section 156(c) Application in use in the Court. To the extent that there is any inconsistency between this Section 156(c) Application, the Retention Order and the Engagement Agreement, the Retention Order shall govern.

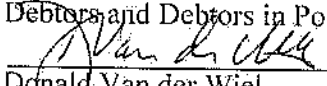
**NOTICE**

17. The Debtors have provided notice of this Section 156(c) 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 Internal Revenue Service; (iv) holders of the thirty (30) largest unsecured claims on a consolidated basis against the Debtors; and (v) counsel to the Debtors' prepetition and proposed postpetition secured lenders. Notice of this Section 156(c) Application and any order entered hereon will be served in accordance with Local Rule 9013-1(m). 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 Retention Order, substantially in the form attached hereto as Exhibit A, authorizing Stretto to act as Claims and Noticing Agent for the Debtors and granting such other relief as may be appropriate.

Dated: February 18, 2019

Respectfully submitted,  
BeavEx Holding Corporation  
Debtors and Debtors in Possession  
  
\_\_\_\_\_  
Donald Van der Wiel  
Chief Restructuring Officer

**EXHIBIT A**

**Proposed Retention Order**

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

In re:

BEAVEX HOLDING CORPORATION, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-10316 (\_\_\_)

Jointly Administered

Ref. Docket No. \_\_\_\_\_

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF STRETTO AS  
CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

Upon consideration of the application (the “Section 156(c) Application”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for retention and appointment of Stretto (“Stretto”) as claims and noticing agent (“Claims and Noticing Agent”) pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code,<sup>2</sup> and Local Rule 2002-1(f) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, and (iii) provide such other administrative services – as required by the Debtors – that would fall within the purview of services to be provided by the Clerk’s office; and upon the Vandell Declaration submitted in support of the Application; and it appearing that the receiving, docketing, and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and this Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors’ expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and this Court being satisfied that

<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Incorporated (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

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

Stretto has the capability and experience to provide such services and that Stretto does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Section 156(c) Application having been given and no other or further notice being required; and it appearing that the employment of Stretto is in the best interests of the Debtors, their estates, and creditors; and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. Notwithstanding the terms of the Engagement Agreement attached to the Section 156(c) Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Stretto as Claims and Noticing Agent effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and Stretto 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, and all related tasks, all as described in the Application.

3. Stretto 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 and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

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

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Section 156(c) Application.

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

7. Stretto shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, 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 Stretto under this Order shall be an administrative expense of the Debtors' estates.

10. Stretto may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Stretto may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. In the event that Stretto is unable to provide the services set out in this Order, Stretto will immediately notify the Clerk and the Debtors' attorney 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' attorney.

12. 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 Stretto but is not specifically authorized by this Order.

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

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

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

16. Stretto shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of the Court.

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

18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2019  
Wilmington, Delaware

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United States Bankruptcy Judge

**EXHIBIT B**

**Vandell Declaration**



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

In re:

BEAVEX HOLDING CORPORATION, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-10316 (\_\_\_)

Joint Administration Requested

**DECLARATION OF TRAVIS VANDELL IN SUPPORT OF DEBTORS'  
APPLICATION FOR ORDER APPOINTING STRETTO AS CLAIMS  
AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

I, Travis Vandell, under penalty of perjury, declare as follows:

1. I am Managing Director of Stretto (“Stretto”),<sup>2</sup> and I am authorized to make and submit this declaration (this “Declaration”)<sup>3</sup> on behalf of Stretto. The statements contained herein are based upon personal knowledge. Stretto submits this Declaration in support of the *Debtors’ Application for Order Appointing Stretto as Claims and Noticing Agent, Nunc Pro Tunc to the Petition Date* (the “Section 156(c) Application”), which was filed contemporaneously herewith.

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

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<sup>2</sup> Stretto is the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries.

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Section 156(c) Application.

cases and experience in matters of this size and complexity. Stretto's professionals have acted as debtors' legal counsel or as official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest.

3. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk"), the services specified in the Section 156(c) Application and the Engagement Agreement, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Section 156(c) Application and the Engagement Agreement. In performing such services, Stretto will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as Exhibit C to the Section 156(c) Application.

4. Stretto represents, among other things, the following:
  - (a) Stretto is not a creditor of the Debtors;
  - (b) Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
  - (c) By accepting employment in these chapter 11 cases, Stretto 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, Stretto will not be an agent of the United States and will not act on behalf of the United States;

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

5. Although the Debtors do not propose to retain Stretto under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “Potential Parties in Interest”) in these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, current and former directors and officers of the Debtors, significant stockholders, secured creditors, lenders, the Debtors’ 30 largest unsecured creditors on a consolidated basis and other parties. The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to file promptly a supplemental declaration.

6. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Stretto, nor any of its professionals, holds or represents an interest materially adverse to the Debtors' estates nor has a material connection to the Debtors, their creditors, or related parties with respect to any matter for which Stretto will be employed. Stretto may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Stretto serves or has served as claims and noticing agent and/or administrative advisor for another chapter 11 debtor. However, to the best of my knowledge, no such relationships are materially related to these chapter 11 cases.

7. Stretto has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are entirely unrelated to these chapter 11 cases. Stretto has and will continue to represent clients in matters unrelated to these chapter 11 cases, and Stretto and its personnel may have, and will continue to have, relationships personally or in the ordinary course of its business with certain vendors, professionals, financial institutions, and other parties in interest in connection with matters unrelated to these chapter 11 cases. Stretto 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.

8. Stretto and its personnel in their individual capacities regularly utilize the services of law firms, accounting firms, and financial advisors. Such firms engaged by Stretto or its personnel may appear in chapter 11 cases representing the Debtors or parties in interest. All engagements where such firms represent Stretto or its personnel in their individual capacities are unrelated to these chapter 11 cases.

9. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed.

10. In April 2017, Stretto was acquired by Trident VI Funds, managed by private equity firm Stone Point Capital LLC ("Stone Point"). Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed seven private equity funds (the "Trident Funds") with aggregate committed capital of approximately \$19 billion. Stone Point targets investments in the global financial services industry, including investments in companies that provide outsourced services to financial institutions, banks and depository institutions, asset management firms, insurance and reinsurance companies, insurance distribution and other insurance-related businesses, specialty lending and other credit opportunities, mortgage services companies and employee benefits and healthcare companies.

11. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. However, neither the Trident VI Funds nor Stone Point have been identified on the parties in interest list in these chapter 11 cases as of the date hereof.

12. Stretto has searched the names of the Debtors and the names of the potential parties in interest provided by the Debtors against Stone Point, the Trident Funds, and their respective investments as set forth in the list most recently provided to Stretto by Stone Point's internal compliance department. Based solely on the foregoing search, Stretto has determined, to

the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point, the Trident Funds, or investments included in the above-described conflicts search and the Debtors, Stretto will promptly file a supplemental disclosure. Stretto may have had, or may in the future have business relationships unrelated to the Debtors with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

13. From time to time, Stretto partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtors or their affiliates, often without Stretto's or its personnel's knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

14. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company which may be one of the Debtors or their affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and

upon reasonable inquiry, Stretto does not believe that any of its partners or employees own any debt or equity securities of a company that is a Debtor or of any of its affiliates.

15. Stretto is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, in that Stretto and its professionals:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not, and were not, within two years before the date of the filing of these chapter 11 cases, directors, officers, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests 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.

16. Subject to Court approval, the Debtors have agreed to compensate Stretto for professional services rendered pursuant to 28 U.S.C. § 156(c) in connection with these chapter 11 cases according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of a billing statement by Stretto to the Debtors after the end of each calendar month, which includes a detailed listing of services and expenses. Stretto has received from the Debtors a retainer in the amount of \$15,000 and will apply the retainer first against any outstanding prepetition fees and expenses, which retainer shall then be replenished to the original retainer amount, and thereafter, Stretto will hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

17. Based on the foregoing, I believe that Stretto is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Stretto nor any of its partners or employees hold or represent any interest

materially adverse to the Debtors' estates with respect to any matter upon which Stretto is to be engaged.

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

Executed on February 18, 2019



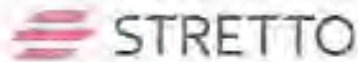
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Travis Vandell  
Managing Director  
Stretto



**EXHIBIT C**

**Engagement Agreement**



## Services Agreement

This agreement for services (the "Services Agreement") is effective as of February 8, 2019 by and between Beavex Holding Corporation (together with its affiliates and subsidiaries, the "Client") and Bankruptcy Management Solutions, Inc. d/b/a Stretto ("Stretto") (together with the Client, the "Parties").

In consideration of the mutual covenants contained herein, the Parties agree as follows:

### 1. SERVICES

- a) Stretto agrees to provide the Client with consulting services including, but not limited to, noticing, claims management and related reconciliation, solicitation, balloting, tabulation, disbursements and any other services on an as-needed basis, agreed upon by the Client and/or otherwise required by applicable law, government regulations or Court Order/rules (collectively, the "Services"). The Parties agree the Services are to be charged in accordance with the related fee structure (the "Fee Structure").
- b) Stretto agrees to provide the following to Client during the term of the Services Agreement: (i) Stretto's standard data reports as well as consulting and programming support for Client-requested reports, (ii) support/training for Stretto's proprietary database and related software, (iii) computer program modifications, and/or (iv) other features/services referenced in the Fee Structure.
- c) Upon request from the Client, Stretto may provide (i) confidential, online workspaces or virtual data rooms and publish certain documents thereto (which shall not be deemed a violation of confidentiality provisions contained in the Services Agreement) and/or (ii) creditor communications materials to be utilized by Stretto employees.
- d) Services will be provided by Stretto when (i) specifically requested by the Client or (ii) required by applicable law, government regulations or court order/rules. Services are deemed delivered and accepted by the Client when provided by Stretto.
- e) Client agrees that none of the Services provided by Stretto contain legal advice or opinion, and neither Stretto nor its personnel shall be or are deemed to practice law thereunder.

### 2. TERM AND RETENTION

- a) This Services Agreement is effective as of the date of its acceptance by both the Client and Stretto; however, Stretto acknowledges that an Order approving Stretto's engagement may be required in order to be engaged in Client's bankruptcy proceedings.
- b) In the event that the Client files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), Client agrees to, by and through its legal counsel, file one or more applications (each, an "Application") with the Bankruptcy Court seeking entry of an order pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") approving the Services Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the Application and the Section 156(c) Order shall be reasonably acceptable to Stretto. *Any discrepancies between this Services Agreement, the Application and/or the Section 156(c) Order shall be controlled by the Section 156(c) Order.*



- c) The Parties agree that all fees and expenses due under the Services Agreement shall be paid as administrative expenses of the Client's chapter 11 estate(s).
- d) If any Client chapter 11 case converts to a case under chapter 7 of the United States Bankruptcy Code, Stretto will continue to be paid for its services in accordance with Section 156(c) under the terms of the Services Agreement.

### 3. CHARGES

- a) For any and all Services and materials furnished/provided by Stretto under this Services Agreement, the Client shall pay the fees, charges and costs as detailed in the Fee Structure. Stretto will bill the client on a monthly basis; all invoices are due upon receipt. However, where total fees and expenses are expected to exceed \$10,000.00 in any single month, Stretto may require advance payment from the Client which is due and payable upon demand and prior to the performance of services hereunder.
- b) If any outstanding amount owed to Stretto in accordance with the Services Agreement is unpaid as of thirty (30) days from the receipt of the invoice, the Client agrees to pay a late charge, calculated as one percent (1.00%) of the total amount unpaid every thirty (30) days. In the event of a dispute regarding invoice amounts, the Client shall provide written notice to Stretto with ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any disputed amount. Unless otherwise agreed to in writing, fees for print notice and media publications as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.
- c) Stretto reserves the right to make reasonable increases to unit prices, charges and professional service rates set forth in the Fee Structure on an annual basis effective January 1, 2019 and January 1<sup>st</sup> of each calendar year thereafter. Should such increases exceed 10% from the prior year's level, Stretto will provide forty-five (45) days' prior written notice to the Client of such proposed increases.
- d) Client agrees to pay Stretto for all materials necessary (other than computer hardware and software) for performance under the Services Agreement and any reasonable out-of-pocket expenses including, without limitation, transportation, long-distance communications, printing, photocopying, fax, postage and related items.
- e) Where Client requires services that are unusual or beyond normal business practices of Stretto, or are otherwise not provided/contemplated in the Fee Structure, the cost of such services shall be charged at a competitive rate.
- f) Client shall pay or reimburse all taxes applicable to services performed under this Services Agreement and, specifically, taxes based on disbursements made on behalf of the Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Stretto.
- g) Client shall pay to Stretto for any actual charges (including fees, costs and expenses as set forth in the Fee Structure) relating to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long-distance phone calls and/or travel expenses/fees at the rates set forth in the Fee Structure.





- h) Client has previously paid to Stretto a retainer in the amount of \$15,000 (the "Retainer") which may be held by Stretto as security for the Company's payment obligations pursuant to the Services Agreement. The Retainer is due upon execution of the Services Agreement. Stretto shall be entitled to hold the Retainer until termination of the Services Agreement. Following termination of the Services Agreement, Stretto shall return to the Client any amount of the Retainer that remains following application of the Retainer to any outstanding and unpaid invoice amounts.
- i) In the event of a termination in accordance with Section IV hereof, Client shall be liable for all amounts accrued and/or due and owing to Stretto under the Services Agreement.
- j) Payments to Stretto, under the guise and terms of the Services Agreement for services rendered, may be remitted by Client using either (or both) of the following methods:

a. Wire Transmission

Bank Name – Pacific Western Bank  
Bank Address – 110 West A Street, San Diego, CA 92101  
Account No. – 1000681781  
Account Name – Stretto  
ABA – 122238200

b. Check

Stretto  
410 Exchange, Suite 100  
Irvine, CA 92602



#### A. TERMINATION AND SUSPENSION OF SERVICES

- a) This Services Agreement shall remain valid and in effect until terminated by either party (i) upon thirty (30) days' prior written notice to the other party or (ii) immediately upon written notice for Cause. As used herein, "Cause" shall mean (i) gross negligence or willful misconduct of/by Stretto that causes serious or material harm to the Client's reorganization efforts under chapter 11 of the Bankruptcy Code, (ii) the failure of the Client to pay Stretto invoices for more than sixty (60) days from the issuance date of the invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Stretto where Stretto believes it will not reasonably be paid.
- b) In the event the Services Agreement be terminated, regardless of the reason for such termination, Stretto shall cooperate and work in good faith to transfer all information in its control in connection with the Services Agreement to the Client, its designee and/or the Bankruptcy Court. Client agrees to pay Stretto for reasonable expenses incurred in doing so.
- c) Stretto shall be entitled to an administrative claim fees and expenses outstanding at the time of termination (subject to approval by the Bankruptcy Court in the event of an unresolved dispute).

#### S. CONFIDENTIALITY

Data provided to Stretto during the course of term of the Services Agreement by Client or its retained professionals (the "Client Data") shall be maintained confidentially by Stretto in the same manner and at the same level as Stretto safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Stretto's possession or known to it, was required to be disclosed by law, was independently developed by Stretto with or without reference to any Client Data, or was rightfully obtained by Stretto from a third party, Stretto shall bear no fault/liability for public disclosure of such data. Client agrees that Stretto shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Stretto in performance of the Services Agreement.

#### 6. DATA INTEGRITY

- a) Client is responsible for the integrity and accuracy of all programs or Client Data it provides or gives access to Stretto during the term of the Services Agreement and for the output resulting from such.
- b) Client responsibility discussed/assigned herein extends to all data/information for and relating to the preparation of Schedules of Assets & Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements"). Stretto does not verify information provided by the Client relating to the preparation of Schedules and/or Statements. Schedules and Statements filed by or on behalf of the Client are reviewed and ultimately approved by the Client.



**7. RIGHT OF OWNERSHIP**

- a) The Parties understand and agree that any and all software programs and other materials furnished by Stretto in accordance with the Services Agreement and/or developed during the terms of this Services Agreement are sole property of Stretto.
- b) The Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished/provided under the Services Agreement.

**8. SYSTEM IMPROVEMENTS**

As part of its ongoing efforts to better client services/offering, Stretto is continually improving/bettering its proprietary database and related reports. Stretto therefore reserves the right to make changes in operating procedures/systems, programming languages, application programs and time-period accessibility so long as such changes do not materially interfere with ongoing services provided to Client in accordance with the Services Agreement and/or Client's Chapter 11 Filing.

**9. JURISDICTION**

The Services Agreement is subject to approval by the Bankruptcy Court and shall retain jurisdiction over all matters relating thereto.

**10. GOVERNING LAW**

The Services Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of law provisions).

**11. ATTORNEY FEES**

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance of or interpret the provisions of the Services Agreement, the parties agree to reimburse the prevailing party's reasonable attorney fees, court costs and other related expenses.





**12. SEVERABILITY**

All clauses and covenants set forth in the Services Agreement are severable. In the event any of them be held 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 the Services Agreement will be interpreted as if such invalid clauses or covenants were not contained therein.

**13. ASSIGNMENT**

The Services Agreement and the rights and obligations of Stretto and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

**14. NON-SOLICITATION**

Client agrees to not directly or indirectly solicit for employment, employ or otherwise retain employees of Stretto during the term of the Services Agreement and for a period of twelve (12) months following termination of the Services Agreement unless Stretto provides prior written consent to such solicitation or retention.

**15. FORCE MAJEURE**

Except for Client's obligation to pay fees, expenses and charges hereunder when due, should performance by the Parties of any of obligations contemplated under the Services Agreement be substantially prevented by any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war-like conditions, or by reason of any other matter beyond the Parties' respective and reasonable control, then such performance shall be excused and the Services Agreement shall be deemed suspended during such disturbance and for a reasonable time thereafter.

**16. COUNTERPARTS**

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

**17. ENTIRE AGREEMENT**

The Parties agree that the Services Agreement is the complete and exclusive statement of the agreement between the Parties. The Services Agreement is intended to supersede all proposals or prior agreements, oral or written, and all other communications between the Parties relating to thereto.



18. NOTICE

Notices to be given or submitted by either party to the other, pursuant to the Services Agreement, shall be sufficiently given if made in writing and sent by hand-delivery, overnight or certified mail (postage pre-paid) or via electronic transmission and addressed as follows:

IF TO STRETTO:

Stretto  
410 Exchange, Ste 100  
Irvine, CA 92606  
Attn: Eric Kurtzman  
Tel: 714.716.1841  
Email: [eric.kurtzman@stretto.com](mailto:eric.kurtzman@stretto.com)

IF TO CLIENT:

Beavex, Inc.  
2120 Powers Ferry Rd. SE, Suite 300  
Atlanta, GA 30339  
Attn: Don Van der Wiel  
Email: [dvanderwiel@g2cap.com](mailto:dvanderwiel@g2cap.com)

WITH A COPY TO:

Young Conaway Stargatt & Taylor, LLP  
Rodney Square  
1000 North King St.  
Wilmington, DE 19801  
Attn: Joe Barry  
Tel: 302.571.6705  
Email: [jbarry@vcst.com](mailto:jbarry@vcst.com)

IN WITNESS HEREOF, the parties have executed the Services Agreement as of the day and year set forth below.

STRETTO

Name: Travis K. Vandell  
Title: Managing Director  
Date: February 8, 2019

CLIENT

Name: Don Van der Wiel  
Title: CRD  
Date: 2/8/19