

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	Chapter 11
)	
IEH AUTO PARTS HOLDING LLC, <i>et al.</i> , ¹)	Case No. 23-90054 (CML)
)	
Debtors.)	(Jointly Administered)
)	

BID PROCEDURES

On January 31, 2023 (the “Petition Date”), the above-captioned debtors and debtors in possession (the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”). On February 10, 2023, the Debtors filed their *Motion for Entry of an Order (I) Approving the Bid Procedures, (II) Approving the Sale of the Debtors’ Assets Free and Clear, and (III) Granting Related Relief* [Docket No. 96] (the “Bid Procedures Motion”).

On February 14, 2023, the United States Trustee appointed an Official Committee of Unsecured Creditors (together with its counsel and advisors the “Committee”).

On March 10, 2023, the Court entered the *Order Approving the Bid Procedures and Granting Related Relief* [Docket No. 208] (the “Bid Procedures Order”), which approved the procedures set forth below pursuant to which the Debtors are authorized to sell all or substantially all of the Debtors’ assets (the “Bid Procedures”).²

The Debtors are offering investors or purchasers the opportunity to acquire some or all of the Debtors’ assets, in whole or in parts. On February 1, 2023, the Debtors’ proposed investment bank, Lincoln Partners Advisors LLC (“Lincoln”), commenced the distribution of teaser and other promotional materials to potentially interested parties advising them of the opportunity to acquire the Debtors’ assets, in whole or in part, pursuant to a section 363 sale (a “Sale”). The Debtors’ representatives, including Lincoln, shall oversee the Sale process.

¹ The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity’s federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors’ service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Bid Procedures Order or the DIP Order.



Copies of the Bid Procedures Order and other related documents are available at <http://www.kccllc.net/autoplus>.

DEBTOR REPRESENTATIVES AND CONTACT INFORMATION	
Proposed Investment Banker to the Debtors	
Lincoln Partners Advisors LLC	projectclutch@lincolninternational.com and Brendan Murphy at BMurphy@lincolninternational.com
Proposed Co-Counsel to the Debtors	
Jackson Walker LLP	SaleJW-AutoPlus@jw.com
The Law Office of Liz Freeman	liz@lizfreemanlaw.com

I. KEY SALE DATES AND DEADLINES

Deadline to Designate Stalking Horse Bidders (if any)	April 3, 2023
Deadline to Object to Assumption and Assignment and Adequate Assurance of Designated Contracts for Stalking Horse Bidder	April 25, 2023, at 5:00 p.m. (prevailing CT)
Bid Deadline	May 3, 2023
Auction	May 10, 2023
Sale Objection Deadline	May 17, 2023, at 5:00 p.m. (prevailing CT)
Deadline to Object to Assumption and Assignment and Adequate Assurance of Designated Contracts for Winning Bidder(s) other than Stalking Horse Bidder	May 18, 2023, at 5:00 p.m. (prevailing CT)
Sale Hearing	May 19, 2023, at 10:00 a.m. (prevailing CT)
Deadline to Consummate Sale	May 31, 2023

II. **MARKETING PROCESS**

The Debtors, in consultation with Lincoln, developed a list of parties whom they believe may be interested in, and whom the Debtors reasonably believe would have the financial resources to consummate, a transaction through a section 363 sale process. The list of parties includes both strategic investors and financial investors whom the Debtors or their advisors previously contacted regarding a possible transaction, regardless of whether these parties had expressed any interest in pursuing a transaction (collectively, the “Contact Parties”). The Debtors will continue to discuss and may supplement the list of Contact Parties throughout the marketing process, as appropriate.

The Debtors may distribute (if not already distributed) to each Contact Party and any other potential bidder (“Potential Bidder”) an “Information Package” consisting of:

- (i) a copy of the Bid Procedures, Bid Procedures Order, and the Bid Procedures Motion;
- (ii) a form non-disclosure agreement (“NDA”), substantially in the form attached as Schedule 1, and acceptable to the Debtors; and
- (iii) any other materials appropriate under the circumstances.

III. **OVERVIEW**

a. Assets to be Sold. The Debtors seek to sell substantially all of the Debtors’ assets in one or more asset packages (each an “Asset Package” and, collectively, the “Assets”).

b. Free and Clear of Any and All Claims and Interests. Except as otherwise provided in any Winning Bidder’s purchase agreement, all of the Debtors’ right, title, and interest in and to the Assets shall be sold free and clear of all liens, claims, encumbrances and interests (collectively, the “Encumbrances”) to the maximum extent permitted by section 363 of the Bankruptcy Code (other than Permitted Liens and Assumed Liabilities), with these Encumbrances to attach to the proceeds of the Sale with the same validity and priority as such Encumbrances applied against the Assets.

IV. **PARTICIPATION REQUIREMENTS**

a. Due Diligence. To receive due diligence information, including full access to the Debtors’ electronic data room and to additional non-public information regarding the Debtors, a Potential Bidder must deliver the following documents (collectively, the “Preliminary Bid Documents”) by email to each of: (i) Jackson Walker LLP; and (ii) Lincoln (collectively, the “Bid Recipients”):

- (i) an executed NDA on terms acceptable to the Debtors;
- (ii) the identity of the Potential Bidder and a list of contacts for the Potential Bidder; and
- (iii) a description of the diligence the Potential Bidder seeks to conduct.

Upon delivery of the Preliminary Bid Documents, the Debtors will provide instructions to such party for accessing the Data Room. The Debtors will address all reasonable requests for additional information and due diligence access. The Debtors may refuse any party access to due diligence information, including access to the Data Room, in whole or in part and at any time, if the Debtors determine in their reasonable business judgment after consultation with counsel and the Committee that (i) access by such party may be harmful to the Debtors or their estates or (ii) such party has not established that it intends or has the capacity to consummate a sale transaction for the Assets in good faith.

The due diligence period and the Data Room shall be open until the Bid Deadline. After the Bid Deadline, the Debtors shall have no obligation to furnish due diligence information. The Debtors may, in the exercise of their reasonable business judgment and in consultation with their counsel, extend a party's time to conduct due diligence.

The Debtors make no representation or warranty as to the information provided through this due diligence process or otherwise, including the documents in the Data Room, except as set forth in any executed definitive documents for the Sale.

b. Qualified Bid Requirements. Only bids and bidders that satisfy the following conditions will be considered or permitted to participate in the bidding, Auction, or Sale (each, a "Qualified Bid" and the bidder(s) submitting a Qualified Bid, a "Qualified Bidder"):

1. The bid must be in writing and timely and properly submitted in accordance with the bid submission process set forth below, including successful and timely delivery of the Good Faith Deposit (defined below).
2. The bid must fully disclose the identity of each person or entity that is participating in the bid (and the complete terms of such participation) and each such person or entity shall have delivered an executed NDA to the Debtors in accordance with the instructions set forth above. "Participation" in a bid includes persons or entities that are equity holders in an entity specially formed for the purpose of effectuating a Sale transaction for the Assets.
3. The bid must identify an Asset Package or else be for all Assets and identify (a) the cash consideration to be paid (or the amount of any credit bid as allowed herein) for the Asset Package or Assets, as applicable, and (b) any liabilities to be assumed as part of the proposed acquisition, including a reasonable estimate of the cash value thereof (clauses (a) and (b) together, the "Proposed Purchase Price").
4. The bid must state that the bidder is prepared to consummate the transaction promptly following entry of an order approving the Sale and be accompanied by (a) a purchase and sale agreement executed by the bidder (the "Proposed APA"), a form of which will be available in the Data Room (the "Form APA"),³ (b) a redline of the Proposed APA against the Form APA, and (c) evidence of authorization and approval from the board (or comparable governing body)

³ Except as to any Committee member(s) that are potential bidders, Debtors shall consult with the Committee with respect to the Form APA.

of each person or entity participating in the bid with respect to the submission, execution, delivery, and performance of the bid and Proposed APA.

5. The bid must be (a) unqualified and not subject to any contingencies or conditions (including any further due diligence, material financing conditions, or internal approval (such as but not limited to board approval)) and (b) binding and irrevocable until (i) if such bid is the Winning Bid or a Backup Bid, the earlier of (x) the closing of the Sale or (y) 45 days after the conclusion of the Auction (or, if no Auction is held, 45 days after the date on which the Debtors file a notice of cancellation of Auction) or (ii) the Debtors file a notice of Winning Bid that does not name such bid as the Winning Bid or a Backup Bid.
6. The bid must include financial and other information sufficient for the Debtors, in consultation with the Committee, to make a reasonable determination as to the bidder's financial and other capabilities to consummate the transactions contemplated by the Proposed APA by no later than May 31, 2023, including (a) the availability of funds to satisfy the Proposed Purchase Price and (b) information constituting adequate assurance of future performance under contracts and leases to be assumed pursuant to section 365 of the Bankruptcy Code (if any), which information the Debtors may request be supplemented or altered such that it can be served on counterparties to any contracts or leases to be assumed and assigned in connection with the Sale that request such information.
7. The bid must identify any and all executory contracts and unexpired leases to which the Debtors are a party that the bidder wishes to have assumed and assigned to it in connection with the acquisition (if any). The bidder shall be solely responsible for the payment of any cure cost required pursuant to section 365 of the Bankruptcy Code.
8. Unless consented to in writing by the Debtors, in consultation with the Committee, and approved by the Court, the bid must not request or entitle the bidder to any break-up fee, topping fee, expense reimbursement, or similar type of payment (and by submitting a bid, a bidder shall be deemed to have waived its right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code in any way related to the submission of its bid or these Bid Procedures) or indemnification by the Debtors in favor of the bidder.
9. The bid must include contact information for the specific person(s) the Debtors should contact in the event they have questions regarding the bid.

By submitting a bid, a bidder is deemed to acknowledge (and shall represent in any definitive document) that (i) it has had an opportunity to inspect and examine the Assets and to conduct any and all due diligence prior to submitting its bid, (ii) it has relied solely upon its own independent review, investigation, and/or inspection of the Assets and any documents in submitting its bid, and (iii) it did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied by operation of law or otherwise, regarding the Debtors' business, the Assets, or the completeness of any information provided in connection with the Bid Procedures or the Sale process.

The Debtors and their advisors shall maintain in confidence in accordance with the applicable executed NDA any information provided by a bidder that is designated as confidential,

except as otherwise set forth in these Bid Procedures, and shall use such confidential information only in connection with the evaluation of bids or otherwise in connection with the chapter 11 case or in accordance with the executed NDA. Notwithstanding the foregoing and any provisions in an executed NDA, the Debtors and Debtors' advisors may disclose confidential information (i) with the prior written consent of the applicable bidder, (ii) to the applicable bidder, and (iii) as otherwise required or allowed by any applicable confidentiality agreement with respect to a particular bidder or other agreement, law, court, or other governmental order, or regulation, including, as appropriate, regulatory agencies.

c. Bid Submission and Evaluation Process. Bids (including all requirements to be considered a Qualified Bid) must be submitted in writing to the Bid Recipients so as to be received by no later than **May 3, 2023** (the "Bid Deadline").

Concurrent with the submission of its bid, and in no event later than the Bid Deadline, a bidder must deposit with the Debtors in cash 10% of the bidder's Proposed Purchase Price (the "Good Faith Deposit"), which shall be refundable as described below. Bank information for the Debtors will be included in the Data Room.

Each bidder shall comply with all reasonable requests by the Debtors for additional information and due diligence access regarding the ability of a bidder to consummate the Sale. A bidder's failure to comply with such requests may be a basis for the Debtors, in consultation with the Committee, to determine such bidder is not a Qualified Bidder and the associated bid is not a Qualified Bid.

The Debtors, in consultation with the Committee, shall determine, in their reasonable business judgment (i) which bids meet the criteria to qualify as a Qualified Bid and (ii) if there is more than one Qualified Bid, which Qualified Bid will serve as the baseline bid at the commencement of the Auction to facilitate obtaining the highest and best value for the Debtors' estates. Any bid that does not meet the criteria for a Qualified Bid set forth above shall be rejected as a non-conforming bid. If there are no timely Qualified Bids other than a credit bid by the DIP Lender submitted, no Auction will be held.

V. STALKING HORSE BIDDERS

Subject to the procedures set forth in the Bid Procedures Order, the Debtors, in consultation with the Committee, are authorized, in an exercise of their business judgment, to select one or more Qualified Bidder to act as stalking horse bidders in connection with the Sale (each, a "Stalking Horse Bidder"), and enter into a purchase agreement with respect to a Sale with such Stalking Horse Bidder (each such agreement, a "Stalking Horse Agreement"). No later than one business day after the selection of a Stalking Horse Bidder, the Debtors shall file a notice with the Court of such selection that includes a copy of an executed and binding Stalking Horse Agreement pursuant to the Bid Procedures Order.

VI. AUCTION

If the Debtors receive more than one timely Qualified Bid, the Debtors shall conduct an auction at **10:00 a.m.** (prevailing Central Time) on **May 10, 2023** (the "Auction") **via video**

conference and in-person at the offices of Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010. The Auction will be subject to the following rules:

1. Only Qualified Bidders may participate in or make subsequent bids at the Auction.
2. Only the Debtors, Qualified Bidders, the DIP Lender, the United States Trustee, the Committee and such parties' representatives and advisors may attend the Auction.
3. All Qualified Bidders shall appear at the Auction; *provided* they may appear through a duly authorized representative bearing a valid and enforceable power of attorney or other written proof evidencing their ability to bind the applicable Qualified Bidder, which document(s) shall be delivered to the Debtors prior to the commencement of the Auction.
4. Each Qualified Bidder will be required to confirm on the record at the Auction that (a) it has not engaged in any collusion with respect to the bidding or Sale and (b) its Qualified Bid and any subsequent bid, is a good-faith bona fide offer and it intends to consummate the proposed sale if selected as a Winning Bidder.
5. The Auction will begin at the baseline bid, and each Qualified Bidder may submit subsequent bids for the Proposed Purchase Price in minimum overbid increments of at least \$2,500,000 for the Assets or \$1,000,000 for an Asset Package over the amount of the Proposed Purchase Price in the highest and best bid at that time; *provided* that the Debtors, in consultation with their advisors, the Committee, and the DIP Lender (the committee together with the DIP Lender, the "Consultation Parties"), shall retain the right to modify the overbid increment at the Auction without any additional or prior notice.
6. Each Qualified Bidder, including the DIP Lender, that has property that is subject to a valid and perfected lien that secures an allowed claim on any of the Assets (a "Secured Creditor") shall have the right to credit bid all or any portion of the Secured Creditor's claim on a dollar-for-dollar basis pursuant to section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured and only to the extent such credit bid is permitted under the DIP Facility, any other relevant agreements, and the Bankruptcy Code.
7. Subject to the Challenge Period, to the extent that the DIP Lender or Prepetition Lender has a valid and perfected lien on property of the Debtors that secures an allowed claim on any of the Debtors' assets, the DIP Lender and Prepetition Lender have the right under section 363(k) of the Bankruptcy Code to credit bid the full dollar amount of its secured claim, provided however, that the DIP Lender and Prepetition Lender may not credit bid with respect to any unencumbered Assets of the Debtors. Notwithstanding the foregoing, unless otherwise agreed to by the Committee or ordered by the Court, the Committee reserves the right to object to any and all claims.
8. The Auction will be conducted openly and the Qualified Bidders will be informed of the terms of the highest and best bid promptly following receipt by the Debtors at the Auction.

9. All Qualified Bidders shall have the right to submit subsequent bids and make modifications to the Proposed APA at the Auction; *provided* that any such modifications to the Proposed APA on an aggregate basis and viewed in the whole shall not be less favorable or more burdensome to the Debtors' estates, as determined by the Debtors, in consultation with their advisors and the Committee, than the terms of the highest and best bid at that time.
10. The Auction shall continue until there is only one bid that the Debtors determine, in consultation with their advisors and the Consultation Parties, is the highest or otherwise best for either a select Asset Package or for the Assets, as applicable, at the Auction (the "Winning Bid"). In making such determination, the Debtors shall consider, without limitation, the amount of the Proposed Purchase Price, the form of consideration being offered, the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof, the number, type, and nature of any changes to the Form APA requested by the bidders, and the net benefit to the Debtors' estates. The Qualified Bidder submitting a Winning Bid shall be a winning bidder (a "Winning Bidder") and shall have such rights and responsibilities of the Purchaser set forth in the Proposed APA associated with the Winning Bid.
11. The Debtors, in consultation with their advisors and the Consultation Parties, may also designate a bid that is the next highest or otherwise best after the Winning Bid (the "Backup Bid") and the Qualified Bidder submitting the Backup Bid shall be the backup bidder (the "Backup Bidder").
12. At the conclusion of the Auction, the Debtors will announce the Winning Bid and, if applicable, the Backup Bid.
 - a. The Winning Bidder(s) and Backup Bidder(s) shall have 1 (one) business day from the announcement of the Winning Bid and Backup Bid to deposit with the Debtors in cash an amount sufficient to increase such bidder's Good Faith Deposit to 10% of the Proposed Purchase Price provided for in the Winning Bid or Backup Bid, as applicable.
 - b. As soon as reasonably practicable after conclusion of the Auction, but in no event later than 48 hours after the Auction concludes, the Debtors shall file with the Court a notice of the results of the Auction (the "Notice of Winning Bid"), which shall include (i) a copy of the Winning Bid and Backup Bid, (ii) the identities of the Winning Bidder(s) and Backup Bidder(s), and (iii) a list of all executory contracts and unexpired leases proposed to be assumed and assigned as part of the Sale (if any).
13. The Debtors, in consultation with the Committee, may adopt such other rules for the Auction (including procedural rules and rules that may depart from those set forth herein) that they reasonably determine will result in the highest or otherwise best value for the Debtors' estates and that are not inconsistent with any Court order; *provided* that any changed or additional rules of the Auction are not materially inconsistent with these Bid

Procedures, do not favor one Qualified Bidder over another, and are communicated to all participants substantially simultaneously at or prior to the Auction.

VII. SALE

A hearing to approve the Sale of the Assets to the Winning Bidder(s) in accordance with the terms of the Winning Bid and pursuant to the Proposed APA associated therewith (the “Sale Hearing”) will take place on **May 19, 2023, at 10:00 a.m.** (prevailing Central time).

- a. If, for any reason, a Winning Bidder fails to timely consummate the purchase of the Assets, the Debtors may seek to consummate a Sale to the Backup Bidder in accordance with the terms of the Backup Bid and pursuant to the Proposed APA associated therewith without further approval by the Court (in which case the Backup Bidder shall be deemed the Winning Bidder).
- b. If a Winning Bidder fails to timely consummate the purchase of the Assets due to a breach or failure to perform on the part of the Winning Bidder, the defaulting Winning Bidder’s Good Faith Deposit shall be forfeited to the Debtors (which funds shall be subject to the DIP Liens and DIP Budget) and the Debtors specifically reserve the right to seek all available damages from the defaulting Winning Bidder.
- c. The Backup Bid(s) and the obligation of the Backup Bidder(s) to consummate the purchase of the Assets shall remain open and in full force, including with respect to the Backup Bidder’s Good Faith Deposit, until the earlier of (a) the closing of a Sale of the Assets to a Winning Bidder or Backup Bidder or (b) 45 days after the conclusion of the Auction (or, if no Auction is held, 45 days after the date on which the Debtors file a notice of cancellation of Auction).
- d. The Winning Bidder(s) shall appear at the Sale Hearing personally or through a duly authorized representative who shall be prepared to testify in support of the Winning Bid(s) and the Winning Bidder’s ability to close the Sale in a timely manner and provide adequate assurance of future performance under any and all executory contracts and unexpired leases to be assumed and assigned as part of the Sale.

Any objections to the proposed Sale must be filed with the Court no later than **May 17, 2023 at 5:00 p.m.** (prevailing Central time). Objections to the Winning Bidder’s adequate assurance of future performance and the proposed assumption and assignment of any executory contract or unexpired lease must be filed with the Court no later than **May 18, 2023 at 5:00 p.m.** (prevailing Central time).

The Debtors and the Winning Bidder(s) shall consummate the Sale no later than **May 31, 2023**. At the closing of the Sale, the Winning Bidder(s) will be entitled to a credit for the amount of its Good Faith Deposit.

VIII. OTHER PROVISIONS

a. Good Faith Deposits Held in Escrow; Return of Deposits. The Good Faith Deposits shall be held in a non-interest-bearing account established and held by, and in the name of, the Debtors. The Good Faith Deposits are not property of the Debtors or their estates.

1. Within five business days of determining a bid does not qualify as a Qualified Bid, the Debtors shall return by check or wire the full amount of the Good Faith Deposit submitted in connection with such non-qualified bid.
2. Within five business days of the conclusion of the Auction, the Debtors shall return by check or wire the full amount of each Good Faith Deposit submitted by a party that is not selected as the Winning Bidder(s) or Backup Bidder(s).
3. Unless a Sale is consummated with such bidder or the Good Faith Deposit is forfeited as provided above, the full amount of the Winning Bidder's or Backup Bidder's Good Faith Deposit, as applicable, shall be returned by check or wire within five business days of earlier of (i) the closing of the Sale or (ii) 45 days after the conclusion of the Auction (or, if no Auction is held, 45 days after the date on which the Debtors file a notice of cancellation of Auction).
4. All Good Faith Deposits shall be returned within five business days of the entry of an order dismissing or converting the chapter 11 case under section 1112 of the Bankruptcy Code if such dismissal or conversion occurs prior to the consummation of a Sale.

b. Bid Protections. No bidder, whether or not a Qualified Bidder, shall be entitled to bid protections unless consented to in writing by the Debtors and approved by the Court. The Debtors reserve the right to seek, in consultation with their advisors and the Consultation Parties, approval of bid protections from the Court on emergency notice to the extent the Debtors determine, in their business judgment, that such bid protections are necessary or advisable under the circumstances to facilitate obtaining the highest and best value for the Debtors' estates.

c. Reservation of Rights. The Debtors, in consultation with the Committee, reserve their rights to modify these Bid Procedures in their business judgment in any manner that will best promote the goals of these Bid Procedures or impose additional customary terms and conditions on the Sale, including extending the deadlines set forth herein, adjourning the Auction or the Sale Hearing, adding procedural rules that are reasonably necessary or advisable under the circumstances to conduct the Auction, cancelling the Auction, and rejecting any or all bids or Qualified Bids.

d. Consent to Jurisdiction. All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of these Bid Procedures.

e. Fiduciary Duties. Notwithstanding anything to the contrary in these Bid Procedures, the Bid Procedures Order, or any other document, order, or instrument in these chapter 11 cases, nothing in these Bid Procedures shall require the Debtors, after consulting with counsel,

to take any action or to refrain from taking any action with respect to any sale or other transaction if taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law.

f. Consultation Parties as Potential Bidders. Notwithstanding anything to the contrary in these Bid Procedures, potential bidders shall not be considered Consultation Parties.

Houston, Texas
Dated: March 10, 2023

/s/ Veronica A. Polnick

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