IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
PLX PHARMA WINDDOWN CORP., et al., ¹ Debtors.		Case No. 23-10456 (MFW) (Jointly Administered) Ref. Docket Nos. 192, 218 & 224

NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF LIQUIDATION

PLEASE TAKE NOTICE that, on July 7, 2023, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed the *Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation* [Docket No. 192] with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). On July 26, 2023, the Debtors filed the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation* [Docket No. 218] (as may be amended from time to time, the "**Combined Disclosure Statement and Plan**").²

PLEASE TAKE FURTHER NOTICE that, on July 28, 2023, the Court entered an order that, among other things, conditionally approved the Disclosure Statement and established certain procedures for soliciting votes on, and providing notice of, the Plan [Docket No. 224].

PLEASE TAKE FURTHER NOTICE that, as contemplated by the Combined Disclosure Statement and Plan, the Debtors hereby submit this plan supplement (the "**Plan Supplement**"), consisting of the following:

Exhibit	Plan Supplement Document
A	Draft Plan Administrator Agreement

PLEASE TAKE FURTHER NOTICE that the documents and designations contained in this Plan Supplement remain subject to continuing negotiations among the Debtors and other interested parties. Subject to the terms and conditions of the Combined Disclosure Statement and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: PLx Pharma Winddown Corp. (5704) and PLx Opco Winddown Corp. (6588). The mailing address for each of the Debtors is 8 The Green, Suite #11895 Dover, DE 19901.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Combined Disclosure Statement and Plan.

Plan, the Debtors reserve all rights to amend, revise, or supplement this Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

PLEASE TAKE FURTHER NOTICE THAT a hearing (the "Confirmation Hearing") to consider, among other things, final approval of the Disclosure Statement and confirmation of the Plan, shall be held on September 13, 2023 at 2:00 p.m. (ET), before the Honorable Mary F. Walrath, United States Bankruptcy Judge. The Confirmation Hearing may be adjourned from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice filed with the Court and served on other parties entitled to notice.

Dated: August 25, 2023 Wilmington, DE

/s/ Shane M. Reil

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Counsel to the Debtors

EXHIBIT A

Draft Plan Administrator Agreement

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (the "Agreement"), effective as of the [_] day of [__], 2023, by and among PLx Pharma Winddown Corp. and PLx Opco Winddown Corp. (collectively, the "Debtors" or the "Post-Effective Date Debtors"), on the one hand, and Daniel R. Williams of J.S. Held LLC, on the other hand (or any successor, the "Plan Administrator" and together with the Debtors and the Post-Effective Date Debtors, the "Parties"), is entered into for the purpose of providing plan administrator services to the Debtors pursuant to the First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation (as may be amended, modified and supplemented from time to time, the "Plan").¹ This Agreement sets forth, among other things, the scope of such services (collectively, the "Services"), and the terms of compensation for those Services.

ARTICLE 1 Scope of Services

- 1.1. <u>Services Provided Pursuant to Plan</u>. The Plan Administrator will provide the Services outlined in this Agreement commencing on the date that all of the following conditions have been met: (a) the Plan is confirmed by Final Order (the "Confirmation Order") entered by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in the Debtors' jointly administered chapter 11 bankruptcy cases, Case No. 23-10456 (MFW) (the "Chapter 11 Cases"), (b) the Confirmation Order provides, inter alia, for (i) the appointment of a plan administrator, (ii) the appointment of Daniel R. Williams of J.S. Held LLC as such plan administrator and (c) the Effective Date occurs.
- 1.2. General Plan Administrator Functions. In connection with this Agreement, the Plan Administrator shall act as "Plan Administrator" pursuant to the terms of this Agreement, the Plan, and the Confirmation Order. The Plan Administrator shall devote such time to the performance of the Services hereunder as the Plan Administrator determines reasonable and appropriate in the Plan Administrator's discretion. The Plan Administrator hereby accepts appointment as the Plan Administrator.
- 1.3. Plan Administrator as a Fiduciary. From and after the Effective Date of the Plan and the satisfaction of the conditions set forth in Article 1.1, the Plan Administrator shall be a fiduciary of the Estates and the Post-Effective Date Debtors. The Plan Administrator shall perform the Plan Administrator's obligations consistent with the Plan, the Confirmation Order, this Agreement and applicable orders of the Bankruptcy Court. For the avoidance of doubt, (i) the Plan Administrator shall have no duties until the occurrence of the Effective Date and the satisfaction of the conditions set forth in Article 1.1; and (ii) if the Plan is withdrawn or otherwise abandoned prior to the occurrence of the Effective Date, the Plan Administrator position shall thereafter be dissolved.
- 1.4. <u>Duties, Power, and Rights</u>. From and after the Effective Date, the Plan Administrator shall have all duties, powers and rights of the Post-Effective Date Debtors and the Plan

¹ Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Plan.

Administrator set forth herein, in the Plan, and the Confirmation Order, including, but not limited to, the following activities:

- (i) taking all steps and executing all instruments and documents necessary to make Distributions to Holders of Allowed Claims and to perform the duties assigned to the Post-Effective Date Debtors and the Plan Administrator under the Plan, the Confirmation Order or hereunder, including at a minimum, an interim distribution to unsecured creditors no later than the later of: 1) 75 days after the appointment of the Plan Administrator, or 2) December 1, 2023 after setting aside, in consultation with the Consulting Parties, a reasonable reserve for any claims which by then have not been allowed;
- (ii) complying with the Plan and the Confirmation Order and the obligations of the Post- Effective Date Debtors and the Plan Administrator thereunder;
- (iii) employing, retaining or replacing professionals to represent the Plan Administrator the responsibilities of the Post-Effective Date Debtors and the Plan Administrator, including, as applicable, professionals previously employed by the Debtors;
- (iv) reviewing and objecting, with the advice of counsel, to Claims as provided in the Plan and the Confirmation Order, and prosecuting such objections;
- (v) compromising and settling any issue or dispute regarding the amount, validity, priority, treatment or allowance of any Claim not previously Allowed under the Plan or order of the Bankruptcy Court, including notifying the Consulting Parties in advance of the Plan Administrator's proposed allowance of any claim, and settlement of any disputed claim, in excess of \$20,000. Either or both of the Consulting Parties is entitled to oppose any such allowance or settlement and, in such event, the Plan Administrator must obtain the approval of the Bankruptcy Court;
- (vi) establishing, replenishing or releasing any reserves as provided in the Plan and the Confirmation Order, as applicable;
- (vii) exercising such other powers as may be vested in the Post-Effective Date Debtors and the Plan Administrator pursuant to the Plan, hereunder, or any other order of the Bankruptcy Court, including the Confirmation Order, or otherwise acting on behalf of and for the Debtors and the Post-Effective Date Debtors from and after the Effective Date;
- (viii) filing applicable tax returns for the Debtors and the Post-Effective Date Debtors;
- (ix) liquidating any of the Assets;
- (x) prosecuting, compromising, resolving, or withdrawing any Retained Causes of Action;

- (xi) making the required Distributions in accordance with the Plan and Confirmation Order;
- (xii) obtaining and paying for, out of any reserve established in accordance with the Plan and Confirmation Order, all reasonably necessary insurance coverage for the Plan Administrator, its professionals and the Post-Effective Date Debtors, including, but not limited to, coverage with respect to: (i) Directors and Officers ("D&O") liability insurance; (ii) any property that is or may in the future become the property of the Post-Effective Date Debtors or the Estates; and (iii) the liabilities, duties and obligations of the Plan Administrator and its professionals under this Agreement;
- (xiii) funding and establishing the Professional Fee Reserve as set forth in Section 16.2 of the Plan and paying the fees and expenses of the Plan Administrator and the Plan Administrator's Professionals;
- (xiv) paying any fees due to the United States Trustee in connection with the Chapter 11 Cases pursuant to section 1930(a)(6) of the Bankruptcy Code;
- (xv) executing all documents appropriate to carry out the Post-Effective Date Debtors' and the Plan Administrator's powers and duties enumerated in the Plan, Confirmation Order, and this Agreement;
- (xvi) preparing and filing post-confirmation reports pursuant to the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules; and
- (xvii) taking such further actions as the Plan Administrator deems necessary to effectuate the provisions of the Plan, the Confirmation Order and this Agreement.

ARTICLE 2 Compensation and Retention of Professionals

- 2.1. <u>Compensation and Reimbursement of Expenses</u>. The Plan Administrator and any Plan Administrator Professionals will be paid by the Estates and the Post-Effective Date Debtors for the Services without the need for further notice to or action of the Bankruptcy Court. The Plan Administrator shall be compensated at its professionals' hourly rates in effect on the date the services are provided. Attached hereto as Exhibit A is the Plan Administrator's current hourly rate sheet by professional. In addition, the Plan Administrator shall be reimbursed for all expenses and fees incurred in the exercise of its duties.
- 2.2. <u>Invoices</u>. The Plan Administrator shall pay its invoices from the available cash of the Post-Effective Date Estates. The Plan Administrator may pay the invoices of the Plan Administrator Professionals from the available cash of the Post-Effective Date Estates.
- 2.3. <u>Reasonableness of Compensation</u>. The Parties acknowledge that the compensation of the Plan Administrator is within industry and market rates and has been negotiated to reflect the facts specific to this engagement and is reasonable in light of the Services requested.

- 2.4. Plan Administrator Professionals. The Plan Administrator, in its sole discretion and without need for Bankruptcy Court approval, may hire Plan Administrator Professionals to advise the Plan Administrator in connection with the Plan Administrator's duties, powers and rights under the Plan, the Confirmation Order and this Agreement and may pay reasonable compensation to such advisors in accordance with the provisions set forth in this Agreement, the Plan and the Confirmation Order. The provision of services by a professional to the Debtors shall not disqualify such professional from employment by the Plan Administrator. The Plan Administrator shall pay the invoices of the Plan Administrator Professionals from the available cash of the Post-Effective Date Estates.
- 2.5. <u>Third-Party Litigation</u>. It is the understanding of the Plan Administrator that there is currently no pending or threatened third-party litigation pending against the Debtors. The wind-down budget does not contemplate any such litigation currently. To the extent that the Plan Administrator encounters third-party litigation that was unanticipated at the time of the plan confirmation, such litigation cost will not be considered part of the "Liquidation Fees and Costs" included in the wind-down budget.

ARTICLE 3 Term of Service of Plan Administrator

- 3.1. <u>Term of Service</u>. The Plan Administrator shall serve until the earlier of (a) the termination of the Plan Administrator role, which shall occur, without the need for Bankruptcy Court approval, upon the Post-Effective Date Debtors' affairs being fully administered, as determined in the Plan Administrator's sole discretion, (b) the Plan Administrator is removed by a Final Order of the Bankruptcy Court for cause, or (c) the Plan Administrator resigns or is otherwise discharged by an order of the Bankruptcy Court; *provided, however*, that if the Plan Administrator resigns, the Plan Administrator shall continue to serve until a new Plan Administrator begins to serve.
- 3.2. <u>Cause</u>. For purposes of this Agreement, the term "for cause" shall include, but not be limited to:
 - (a) a finding by the Bankruptcy Court that the Plan Administrator materially breached this Agreement;
 - (b) the arrest or conviction (or plea of guilty or nolo contendere) of the Plan Administrator for any felony, or other crime involving dishonesty or moral turpitude;
 - (c) a finding by the Bankruptcy Court that the Plan Administrator engaged in willful misconduct (including, without limitation, actual fraud), or was grossly negligent, in the performance of the Plan Administrator's duties;
 - (d) a material and direct conflict of interest not specifically waived in advance by the Post-Effective Date Debtors;
 - (e) unauthorized use or disclosure of confidential information that belongs to the Debtors, their customers or employees; or

(f) The Plan Administrator can be removed and replaced if both Consulting Parties conclude in good faith that the Plan Administrator has failed to properly discharge its duties and obligations. If only one of the Consulting Parties comes to that conclusion, that party will have the right to ask the Bankruptcy Court to remove the Plan Administrator. If the Plan Administrator resigns, the Consulting Parties together will have the right to name a replacement.

ARTICLE 4

Reporting; Budget; and Dissolution and Cancellation of the Post-Effective Date Debtors

- 4.1. Reporting. On or before the twentieth (20th) of every month, the Plan Administrator shall furnish to each Consulting Party a cash flow containing a summary of receipts and disbursements for the previous one-month period on a categorical basis. Such report shall be certified by the Plan Administrator and in a form reasonably satisfactory to the Plan Administrator and each Consulting Party. The Plan Administrator must report to the Consulting Parties by the 20th day of each month regarding its own fees, any professional fees, and any other expenses in excess of \$5000, incurred during the immediately preceding month. Either or both Consulting Parties will have 10 days thereafter to file an objection in the Bankruptcy Court regarding any such proposed payments. If no such objections are raised, then the proposed payments will be deemed to be final and can be paid.
- 4.2. Resignation of Consulting Party. A Consulting Party may resign by giving not less than fifteen (15) days written notice thereof to the parties entitled to notice under section 8.11 hereof. From and after the date of its resignation as a Consulting Party, the resigning Consulting Party member shall have no further rights or obligations under this Agreement.
- 4.3. Removal of Consulting Party. Subject to Bankruptcy Court approval, a Consulting Party may be removed for cause. "Cause" shall include, without limitation: (a) fraud, willful misconduct, or neglect in connection with the execution of the Plan Administrator's duties under this Agreement; (b) breach of fiduciary duty; or (c) an unresolved conflict of interest.
- 4.4. Replacement of Consulting Party. If a Consulting Party resigns or is removed in accordance with this Article 4, the parties will negotiate in good faith to identify a potential replacement.
- 4.5. <u>Budget</u>. The Plan Administrator has sole discretion over how wind-down budget "Liquidation Fees and Costs" are disbursed. The Plan Administrator will provide a minimum of five (5) business days written notice (the "**Notice Period**") to the Consulting Parties prior to making any expenditure that would exceed the post-Effective Date budget in the aggregate. The Plan Administrator must obtain the approval of both Consulting Parties to exceed the aggregate wind-down budget for "Liquidation Fees and Costs." If either Consulting Party objects prior to the end of the Notice Period, the Plan Administrator must obtain Bankruptcy Court approval prior to making any expenditure in excess of such budget that it is inconsistent with the objection.
- 4.6. <u>Dissolution and Cancellation of the Post-Effective Date Debtors</u>. On the Effective Date, the Plan Administrator shall be the sole officer, director and manager (as applicable) of the

Post-Effective Date Debtors and appointed to manage the Post-Effective Date Debtors, in consultation with the Consulting Parties, in accordance with the Plan, the Confirmation Order and this Agreement. Following the implementation of the Plan, the administration and distribution of the Debtors' Assets in accordance with the terms of the Plan, and the winding down of the Post-Effective Date Debtors' affairs, without the need for any further order or action of the Bankruptcy Court, the Post-Effective Date Debtors shall be dissolved and their affairs shall be wound up in accordance with applicable law. The Plan Administrator is authorized to take, in consultation with the Consulting Parties, all actions reasonably necessary to dissolve the Post-Effective Date Debtors, and neither the Plan Administrator nor the Post-Effective Date Debtors shall be required to pay any taxes or fees in order to cause such dissolution and termination of the Post-Effective Date Debtor's existence.

ARTICLE 5 Closing of Bankruptcy Cases: Termination

5.1. Termination: When each of the following have occurred (or will have occurred by the hearing on a motion to close the Chapter 11 Cases), the Plan Administrator shall promptly seek authority from the Bankruptcy Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules: (a) all Claims against the Estates entitled to a distribution under the Plan (i) have been satisfied or (ii) have been Disallowed by Final Order, and (b) all Assets have been liquidated and converted into Cash (other than those assets abandoned, in the Plan Administrator's sole discretion), and such Cash has been distributed in accordance with the Plan, and (c) all wind-down costs and expenses have been paid in full in Cash. Notwithstanding the foregoing, the Plan Administrator may seek authority from the Bankruptcy Court to close the Chapter 11 Cases, prior to the requirements above being met.

ARTICLE 6 No Liability

6.1. The Plan Administrator shall have no liability whatsoever for any acts or omissions in the Plan Administrator's capacity as Plan Administrator to the Estates or holders of Claims against the Debtors other than for bad faith, willful misconduct (including, without limitation, actual fraud), or gross negligence of the Plan Administrator as determined by a Final Order of the Bankruptcy Court.

ARTICLE 7 Indemnification

- 7.1. <u>Indemnification: The Post-Effective Date Debtors shall indemnify and hold harmless:</u>
 - (i) the Plan Administrator (solely in the Plan Administrator's capacity as such); (ii) the Plan Administrator Professionals, and (iii) the Consulting Parties (solely in their capacities as such) (collectively, the "Indemnified Parties"), with respect to any and all liabilities, losses, damages, claims, costs and expenses arising out of or due to their post- Effective Date actions or omissions, or consequences of such actions or

omissions, taken in connection with the Plan, this Agreement and the Confirmation Order, other than acts or omissions, or consequences of such post-Effective Date actions or omissions, resulting from such Indemnified Party's bad faith, willful misconduct (including, without limitation, actual fraud) or gross negligence as determined by a Final Order of the Bankruptcy Court. To the extent that an Indemnified Party asserts a claim for indemnification as provided above, (i) any payment on account of such claim shall be paid solely from the Assets (including, without limitation, available Cash) or any available insurance. Indemnification payments, if any, shall not be considered payments included as "Liquidation Fees and Costs" within the wind-down budget. The indemnification provisions of this Agreement shall remain available to and be binding upon any former Plan Administrator or the estate of any decedent of the Plan Administrator and shall survive the termination of this Agreement.

ARTICLE 8 Other Matters

- 8.1. <u>Projections; Reliance; Limitation of Duties</u>. The Post-Effective Date Debtors understand that the Services to be rendered may include the preparation of projections and other forward-looking statements for use in evaluating potential transactions and settlements and that numerous factors can affect the actual outcomes, which may materially and adversely differ from those projections and other forward-looking statements. In addition, the Plan Administrator will be relying on information provided by others.
- 8.2. <u>Privilege</u>. Any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether oral or written) in respect of the Debtors' Assets (collectively, the "Privileges") shall vest in the Post-Effective Date Debtors on the Effective Date, and thereafter, such Privileges shall belong to the Post-Effective Date Debtors and shall be waivable only by the Plan Administrator. The Plan Administrator's receipt of any information subject to the Privileges shall not waive any such Privileges, and all such Privileges are expressly preserved.
- 8.3. Ratification of Prior Acts. To facilitate implementing the Plan and fully administering the Post-Effective Date Debtors' affairs in an orderly and efficient manner, the Plan Administrator may perform certain services in connection with the Plan Administrator's duties and obligations under this Agreement prior to the Effective Date, and the authorization for such performance and ratification of acts taken by the Plan Administrator prior to the Effective Date is evidenced by the execution hereof to the extent not already authorized by the Plan or the Confirmation Order.
- 8.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Delaware and the Bankruptcy Court shall have exclusive jurisdiction in relation to any claim arising out of or related to this Agreement. THE PLAN ADMINISTRATOR AND THE POST-EFFECTIVE DATE DEBTOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR

- COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT, OR OTHERWISE) RELATING TO THIS AGREEMENT.
- 8.5. <u>Dispute Resolution</u>. Without permission of the Bankruptcy Court, no judicial, administrative, arbitral or other action or proceeding shall be commenced against the Plan Administrator in the Plan Administrator's official capacity as such, with respect to its status, duties, powers, acts, or omission as Plan Administrator in any forum other than the Bankruptcy Court.
- 8.6. <u>Retention of Jurisdiction</u>. The Bankruptcy Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan as set forth in Article XV of the Plan.
- 8.7. Conflict with the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan and the Confirmation Order. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order (as applicable) shall control.
- 8.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted or amended, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, the parties recognize and agree that this Agreement is to be interpreted and applied in such manner as to, as nearly as possible, give effect to the parties' intent to all provisions hereof, including, without limitation, such provisions as may be declared to be unenforceable.
- 8.9. <u>Assignment</u>. No party hereto shall have the right to assign its rights hereunder, in whole or in part without the prior written consent of the other party (other than to such party's affiliates or subsidiaries which shall not require such consent). This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.
- 8.10. Modifications. No change, modification, extension, renewal, ratification, waiver, or rescission of this Agreement or of any of the provisions hereof shall be binding unless it is in writing and signed by the Plan Administrator and both Consulting Parties. Further, no waiver or forbearance by either party hereto with respect to any right granted to such party herein or any Consulting Party shall operate or be construed to be a waiver or forbearance of such party's or such Consulting Party's right to exercise such right in the future.
- 8.11. <u>Notices</u>. Notices related to or required under this Agreement must be in writing and delivered to the below parties (collectively, the "**Notice Parties**," and each a "**Notice Partv**") at the mailing and/or electronic mail addresses set forth below or to such other

mailing and/or electronic mail address as a Notice Party may designate in writing. Any notice required under this Agreement will be deemed effective upon delivery to the Notice Party to whom it is addressed.

- (i) if to the Plan Administrator or the Post-Effective Date Debtors:
- (ii) if to the Consulting Parties:
- 8.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any prior agreements (whether written or oral) between the parties regarding the subject matter hereof. This Agreement may be executed in any number of counterparts each of which shall be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Plan Administrator Agreement or have caused it to be executed and acknowledged on their behalf be their duly authorized officers.

PLAN ADMINISTRATOR:	THE DEBTORS:	
Name:	Name: Title:	
THE POST EFFECTIVE DATE DEBTORS:		
Name: Title:	_	

Exhibit A

J.S. Held Billing Rates

The Plan Administrator will be compensated for services performed on an hourly basis using the below rates, subject to annual rate adjustments approved by the Consulting Parties. Furthermore, J.S. Held has agreed to cap its compensation over the course of the engagement based on an overall blended rate of \$395/hour. J.S. Held's current hourly rates for its services rendered are as follows:

Senior Managing Directors:	\$495/hr.
Managing Directors:	\$445/hr.
Directors:	\$330/hr.
Associate Directors:	\$330/hr.
Sr. Consultants:	\$225/hr.
Consultants:	\$200/hr.