

Exhibit B

Agreement for Consulting Services

Between

McKinsey Recovery & Transformation Services U.S., LLC

And

Berger Singerman LLP

This letter (the “Agreement”) reflects the terms on which McKinsey Recovery & Transformation Services U.S., LLC (“McKinsey RTS” or “we”) is engaging Berger Singerman LLP (the “Consultant” or “you”) to render consulting services.

The undersigned parties hereby covenant, contract, and agree as follows:

- 1. Scope of Services:** McKinsey RTS is employed from time to time as an advisor pursuant to order of United States Bankruptcy Courts in connection with cases filed under chapter 11 of the United States Bankruptcy Code. Such engagements are subject to certain disclosure obligations with which McKinsey RTS must comply. The Consultant is hereby engaged to advise McKinsey RTS with respect to its policies and procedures related to such disclosure obligations and to assist McKinsey RTS in the development of a protocol to provide procedural and substantive guidelines regarding such obligations (“Services”). For the avoidance of doubt, Consultant is not being engaged by McKinsey RTS as an attorney or to provide any legal advice, and Consultant is neither an agent of, nor fiduciary for, McKinsey RTS.
- 2. Term:** This Agreement began on the date you first performed Services for us and will end on the date this Agreement is terminated by you or McKinsey RTS. You or McKinsey RTS may terminate this Agreement for any reason by written notice, which may be emailed.
- 3. Fees and Expenses:** McKinsey RTS will be solely responsible for payment of your fees and expenses. Consultant and McKinsey RTS agree that your fee for such Services shall be \$725 per hour for the services of Paul Steven Singerman and the standard hourly rates for other of your attorneys; those rates will not increase for any lawyers at Berger Singerman during the Engagement. McKinsey RTS will reimburse you for your reasonable, documented out-of-pocket expenses at actual cost. You will submit invoices to us monthly, by email. Each invoice will state your Tax Identification Number and shall list, for each Service performed, (i) the individuals performing the Services; (ii) the

time spent performing them (in six-minute increments); and (iii) a summary of the Services performed for each time entry. McKinsey RTS will promptly raise any disputes about the invoice with you. McKinsey RTS shall pay Consultant by wire transfer, as directed by Consultant.

4. Independent Contractor. You will be an independent contractor, not an employee, partner, or joint venturer of McKinsey RTS. You shall have no authority to act for, represent, or bind McKinsey RTS or any person, firm, or company affiliated with McKinsey RTS. Neither will McKinsey RTS withhold, pay, or be responsible for Social Security taxes, unemployment insurance, or income taxes related to payments made to you under this Agreement.

5. Confidential Information. You will treat as strictly confidential all confidential or proprietary business information that McKinsey RTS provides you (“Confidential Information”). Confidential Information does not include information that is or becomes publicly available other than as a breach of this Agreement. You will not share or discuss Confidential Information with anyone other than McKinsey RTS and its counsel without express prior written approval by McKinsey RTS or pursuant to court order. You will take all reasonable steps to restrict access to Confidential Information, including without limitation by providing adequate security for your computers and other electronic devices. You will promptly notify us and McKinsey RTS if you believe any Confidential Information has been disclosed other than as permitted in this agreement. You will also promptly notify us if you are requested by operation of law or regulation to disclose Confidential Information and you will cooperate with McKinsey RTS in responding to that request.

6. Limitation of Liability. McKinsey RTS shall not hold you liable or responsible for any claims, liabilities, damages, or expenses arising out of, or relating to, this Agreement, except to the extent that any of the foregoing results solely from your willful misconduct, gross negligence or bad faith conduct. Your liability to McKinsey RTS, whether in tort, contract, or otherwise, shall not exceed the amounts actually paid by McKinsey RTS pursuant to this Agreement. In no event will the parties be liable to each other for consequential, special, indirect, punitive, or exemplary loss, damage, or expense relating to this Engagement.

7. Indemnity: McKinsey RTS will indemnify the Consultant against any claims for damages, costs, losses, fees (including attorneys fees), expenses, or charges that may be suffered or incurred by the Consultant arising from or in connection with the performance of his obligations under this Agreement, except where the sole cause of such claims for damages, costs, losses, fees (including attorneys fees), expenses, or

charges is the fraud, gross negligence, or dishonesty of the Consultant, or to the extent that any such liability cannot lawfully be indemnified. If requested by Consultant, this indemnity shall include advance payments by McKinsey RTS, such that Consultant shall not be required to make payment himself with respect to any damages, costs, losses, fees (including attorneys fees), expenses or charges.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the State of Florida without regard to its principles of conflicts of laws.

9. Arbitration. Any dispute relating to this Agreement shall be submitted to arbitration under the then-prevailing rules of the American Arbitration Association in Miami, Florida. The dispute will be heard by a panel of three arbitrators, which shall issue a written opinion and decision, which shall be binding. Any proceedings relating to the enforcement of the arbitration award shall be heard in the federal or state courts of New York County, New York; you and we submit to the jurisdiction thereof. Because your breach of this Agreement will cause immediate and irreparable injuries to McKinsey RTS that cannot be compensated by money damages, you agree that McKinsey RTS shall be entitled to equitable remedies through injunctive relief or other emergency measures of protection under the rules of the American Arbitration Association, without the posting of any bond or indemnity.

10. Successors and Assigns. This Agreement will bind any successor or assignees of you or McKinsey RTS. Neither you nor we may assign this Agreement, or any of the rights, powers, duties, or obligations hereunder, without the express written consent of the other party. Neither you nor we shall unreasonably withhold, condition, or delay an assignment.

11. Entire Agreement: This Agreement contains the entire terms of the Agreement between the parties regarding the Services and supersedes all prior oral or written agreements.

12. Amendment. This Agreement may only be modified in writing signed by you and McKinsey RTS.

13. Severability. If any provision of this Agreement is found to be invalid or unenforceable, all other provisions shall remain in effect.

14. Waiver. Neither you nor McKinsey RTS shall waive any right or remedy under this Agreement by forbearing from exercising that right or remedy. Neither you nor we shall

waive any provision of this Agreement if the other party fails to insist on strict compliance with that provision.

15. **Authority.** McKinsey RTS and you have been duly authorized to execute, deliver, and perform their obligations under this Agreement.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, which may be transmitted by email in portable document format.

[Signature page follows.]



Berger Singerman LLP
By: Paul Steven Singerman, Co-chair

Dated:


March 26, 2019

On behalf of McKinsey
Recovery & Transformation Services U.S., LLC

Dated:

Berger Singerman LLP
By: Paul Steven Singerman, Co-chair

Dated: _____



On behalf of McKinsey
Recovery & Transformation Services U.S., LLC

Dated: March 27, 2019