

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

	X	
	:	
In re:	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF GLC ADVISORS & CO., LLC AND GLC
SECURITIES, LLC AS INVESTMENT BANKER FOR THE DEBTORS AND
DEBTORS IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (the “*Debtors*”) respectfully state the following in support of this application (this “*Application*”),

RELIEF REQUESTED

1. By this Application, the Debtors request entry of an order, substantially in the form attached hereto (the “*Proposed Order*”), authorizing the Debtors to retain and employ GLC Advisors & Co., LLC and GLC Securities, LLC (together, “*GLC*”) as investment banker for the Debtors, effective as of the Petition Date (defined below), in accordance with the terms and conditions of that certain engagement letter, dated and effective as of April 17, 2025, as amended

¹ A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/RunItOneTime/>. The Debtors’ mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

by that certain Letter Agreement, dated as of August 12, 2025 (collectively, the “**Engagement Letter**” or the “**Agreement**”); both of which are attached hereto as **Exhibit A** and incorporated herein by reference.

2. In support of this Application, the Debtors submit the *Declaration of Michael Sellinger in Support of the Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of GLC Advisors & Co., LLC and GLC Securities, LLC as Investment Banker for the Debtors and Debtors in Possession, Effective as of the Petition Date* (the “**Sellinger Declaration**”), attached hereto as **Exhibit B** and incorporated herein by reference. In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) has jurisdiction to consider this Application under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 327(a), 328(a), and 1107(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), and the Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”).

BACKGROUND

5. On July 14, 2025 (the “**Petition Date**”), the Debtors each commenced with the Court a voluntary case (the “**Chapter 11 Cases**”) under chapter 11 of the Bankruptcy Code in the Court.

6. The Debtors continue to operate their business and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. On July 25, 2025, the U.S. Trustee appointed an official committee of unsecured creditors (the “**Committee**”) [Docket No. 81]. No trustee or examiner has been appointed in the Chapter 11 Cases.

7. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

8. The factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of Jeff Seery in Support of Chapter 11 Petitions and First Day Relief* [Docket No. 18] (the “**First Day Declaration**”), filed on the Petition Date and incorporated herein by reference.

GLC’S QUALIFICATIONS

9. GLC is a leading independent investment banking firm, with offices in New York, San Francisco, Los Angeles and Denver. GLC is frequently ranked among the top ten restructuring advisors in the United States by Refinitiv (f/k/a Thomson Reuters). GLC’s professionals include those who have previously served as the heads of restructuring and leveraged finance teams at: Credit Suisse First Boston LLC; Donaldson, Lufkin & Jenrette Securities Corporation; Morgan Stanley & Co. International PLC; Smith Barney Inc.; and UBS Investment Bank. GLC is highly qualified to advise on strategic alternatives and its professionals have extensive experience in deals involving complex financial and operational restructurings.

10. GLC and its professionals have worked with financially troubled companies and their stakeholders in a variety of industries in complex financial restructurings, both in chapter 11 cases and out-of-court proceedings. GLC’s professionals have served as advisors to companies, creditors, and other stakeholders in dozens of restructurings. More specifically, GLC has acted as

the investment banker and/or financial advisor to debtors, creditors, ad hoc groups and creditors' committees, as applicable, in the following cases: *In re Meier's Wine Cellars Acquisition, LLC*, No. 24-11575 (Bankr. D. Del. Sept. 3, 2024); *In re Near Intelligence, Inc.*, No. 23-11962 (Bankr. D. Del. Jan. 9, 2024); *In re Invacare Corp.*, No. 23-90068 (Bankr. S.D. Tex. Jan. 31, 2023); *In re Nogin, Inc.*, No. 23-11945 (Bankr. D. Del. Dec. 5, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (Bankr. D. Del. Aug. 23, 2022); *In re Stimwave Techs. Inc.*, No. 22-10541 (Bankr. D. Del. June 15, 2022); *In re Riverbed Tech., Inc.*, No. 21-11503 (Bankr. D. Del. Nov. 16, 2021); *In re Basic Energy Servs., Inc.*, No. 16-12320 (Bankr. D. Del. Oct. 25, 2016); *In re Greensill Cap. Inc.*, No. 21-10561 (Bankr. S.D.N.Y. Mar. 25, 2021); *In re Alpha Media Holdings LLC*, No. 21-30209 (Bankr. E.D. Va. Jan. 25, 2021); *In re Guitar Center, Inc.*, No. 20-34656 (Bankr. E.D. Va. Nov. 21, 2020); *In re The Hertz Corp.*, No. 20-11247 (Bankr. D. Del. May 22, 2020); *In re Southern Foods Group, LLC*, No. 19-36313 (Bankr. S.D. Tex. Nov. 12, 2019); *In re uBiome, Inc.*, No. 19-11938 (Bankr. D. Del. Sept. 4, 2019); *In re FirstEnergy Solutions Corp.*, No. 18-50757 (Bankr. N.D. Ohio Mar. 31, 2018); *In re iHeartMedia, Inc.*, No. 18-31274 (Bankr. S.D. Tex. Mar. 14, 2018); *In re Brookstone Holds. Corp.*, No. 18-11780 (Bankr. D. Del. Aug. 2, 2018); *In re Toys "R" Us, Inc.*, No. 17-34665 (Bankr. E.D. Va. Sept. 19, 2017); *In re The Fin. Oversight and Mgmt. Bd. for Puerto Rico*, No. 17-3283 (D.P.R. May 3, 2017); *In re Fallbrook Techs. Inc.*, No. 18-10384 (Bankr. D. Del. Feb. 26, 2018); *In re UCI Int'l, LLC*, No. 16-11354 (Bankr. D. Del. June 2, 2016); *In re RCS Cap. Corp.*, No. 16-10223 (Bankr. D. Del.); *In re Essar Steel Algoma Inc., et al.*, No. 15-12271 (Bankr. D. Del. Jan. 31, 2016); *In re Colt Hold. Comp. LLC*, No. 15-11296 (Bankr. D. Del. June 14, 2015); *In re RadioShack Corp.*, No. 15-10197 (Bankr. D. Del. Feb. 5, 2015); *In re Caesars Ent. Operating Co., Inc.*, No. 15-01145 (Bankr. N.D. Ill. Jan. 15, 2015); *In re LightSquared Inc.*, No. 12-12080 (Bankr. S.D.N.Y. May 14, 2012); *In re Ahern Rentals, Inc.*, No.

11-53860 (Bankr. D. Nev. Dec. 22, 2011); *In re The McClatchy Company*, No. 20-10418, (Bankr. S.D.N.Y.); *In re Station Casinos, Inc.*, No. 09-52470 (D. Nev.); *In re The Majestic Star Casino, LLC*, No. 09-14136 (Bankr. D. Del.).

11. Since its retention on or about April 2025, GLC has provided extensive services in connection with the Debtors' strategic alternatives process, including: (a) familiarizing itself with the assets and operations of the Debtors; (b) analyzing the Debtors' liquidity and projected cash flow; (c) assisting the Debtors in evaluating strategic and financing alternatives; (d) negotiating with key capital structure constituents, including the Debtors' prepetition secured lenders; (e) initiating a broad marketing and sale process for substantially all of the Debtors' core assets; and (f) helping the Debtors prepare for a potential chapter 11 filing, including seeking debtor-in-possession financing.

12. The Debtors have selected GLC as their investment banker based upon, among other things: (1) GLC's extensive knowledge of the Debtors; (2) the Debtors' need to retain a skilled investment banking firm to provide advice with respect to the Debtors' complex restructuring activities; and (3) GLC's extensive experience and excellent reputation in providing investment banking services in complex chapter 11 cases such as these. In light of the size and complexity of the Debtors' Chapter 11 Cases, the resources, capabilities and experience of GLC in advising the Debtors as investment banker are crucial to the success of the Debtors' Chapter 11 Cases. An experienced investment banker in the restructuring space, such as GLC, fulfills a critical need that complements the services offered by the Debtors' other professionals. For these reasons, the Debtors require GLC's investment banking services and restructuring experience.

SERVICES TO BE PROVIDED

13. Subject to further order of the Court, and as more fully described in and consistent with the Engagement Letter, GLC's services prior to and during the Chapter 11 Cases may include the following, to the extent necessary and appropriate:

- a. advising and assisting the Company in examining, analyzing, developing, structuring and negotiating the financial aspects of any potential or proposed strategy for a Transaction;²
- b. assisting the Company in soliciting, coordinating and evaluating indications of interest and proposals, tenders and consents in connection with any Transaction (except in connection with a Transaction intended to comply with the requirements of Section 3(a)(9) of the Securities Act of 1933, as amended);
- c. providing expert advice and testimony regarding financial matters related to any Transaction(s), if necessary;
- d. attending meetings of and advising and otherwise communicating with the Company's Board of Directors, creditor groups and other interested parties, as GLC and the Company determine to be necessary or desirable; and

² As used in the Engagement Letter, Transaction means "the consummation of any of the following whether through one or more transaction(s) or series of transactions, (i) any new debt and/or equity financing, including a rights offering or the issuance or placement, whether public or private, of debt, equity or equity-linked securities, instruments or obligations (including, without limitation, any convertible securities, preferred stock, unsecured, non-senior or subordinated debt securities, and/or senior notes or bank debt or other financing, including any "debtor in possession financing" or "exit financing" in connection with a chapter 11 plan or any bankruptcy case (**'Bankruptcy Case(s)'**) filed by or against one or more of the entities comprising the Company under chapter 11 of title 11 of the United States Code (the **'Bankruptcy Code'**), whether from new or existing financing providers (a "Financing Transaction"); (ii) any merger, consolidation, joint venture, partnership, spin-off, split-off, business combination, tender or exchange offer, acquisition, sale, distribution, transfer or other disposition of assets or equity interests, or similar transaction, involving a material portion of the business, assets or equity interests, or similar transaction, involving a material portion of the business, assets or equity interests of the Company, in one or more transactions, including any sale under Section 363 of the Bankruptcy Code (each, a **'Sale Transaction'**); or (iii) any restructuring, reorganization and/or recapitalization, including through a plan of reorganization or liquidation (a **'Plan'**) (each, a **'Restructuring'**) of the Company's outstanding equity, indebtedness (including bank debt, bond debt, and other on and off balance sheet indebtedness), leases (both on and off balance sheet), put rights associated with outstanding securities, or other liabilities or obligations (collectively, the **'Existing Obligations'**) that is achieved, without limitation, through (1) a solicitation of waivers, consents, acceptances or authorizations from the holders of any Existing Obligations; (2) rescheduling of the maturities or other terms of any Existing Obligations; (3) an amendment or modification of the terms of any Existing Obligations, including, relating to interest rates, repurchase, settlement or forgiveness of Existing Obligations; (4) conversion of any Existing Obligation into equity (other than a conversion on existing terms); (5) an exchange offer involving the issuance of new securities in exchange for any Existing Obligations; (6) any change of control transaction, sale, acquisition or merger, (7) any refinancing or reinstatement; (8) waiver, forbearance or other modification of any financial or operating covenant, or any other provision in respect of any Existing Obligations, or (9) other similar transaction or series of transactions."

- e. providing such other financial advisory services as may be agreed in writing between GLC and the Company.

14. The Debtors submit that it is necessary that they employ GLC to render the foregoing professional services. The Debtors believe that GLC will provide these necessary services in a cost-effective, efficient and timely manner and will not duplicate the services that other professionals will provide to the Debtors in the Chapter 11 Cases. Specifically, GLC will carry out unique functions and the Debtors will coordinate with GLC and their other professionals retained in the Chapter 11 Cases to avoid any unnecessary duplication of services.

PROFESSIONAL COMPENSATION³

15. GLC's decision to advise and assist the Debtors in connection with the Chapter 11 Cases is subject to its ability to be retained in accordance with the terms of the Engagement Letter pursuant to section 328(a), and not section 330, of the Bankruptcy Code. As more fully described in the Engagement Letter, in consideration of the services provided by GLC, the Debtors have agreed to pay GLC during the Chapter 11 Cases according to the following terms (the "***Fee and Expense Structure***"): ⁴

- a. Monthly Advisory Fees: a monthly advisory fee of \$150,000 (each, a "***Monthly Advisory Fee***"), payable in advance for the period commencing on the Effective Date of the Engagement Letter, with the first payment due upon execution of the Agreement and subsequent payments due on each monthly anniversary of the Effective Date of the Engagement Letter. Each Monthly Advisory Fee is earned in full when due. In addition, a one-time credit of 50% of the Monthly Advisory Fees in excess of \$550,000 actually paid to GLC under the Agreement will be applied against the Restructuring Fee, on a dollar-for-dollar basis up to 100% of the Restructuring Fee.

If the Company has entered into one or more Transaction agreements and/or a Plan collectively relating to a sale or disposition of substantially all of the equity or assets

³ Capitalized terms used but not defined in this section shall have the meanings ascribed to such terms in the Engagement Letter.

⁴ The summary of the Fee and Expense Structure in this Application is qualified in its entirety by reference to the provisions of the Engagement Letter. To the extent there is any discrepancy between the summary contained in this Application and the Seller Declaration and the terms set forth in the Engagement Letter, the terms of the Engagement Letter shall govern.

of the Company and the only remaining condition precedent of the Company's obligations to closing of such Transactions and/or consummation of such Plan (to the extent the conditions require the Company's performance or action) are obtaining any governmental approvals or consents, then any unpaid Monthly Advisory Fees accrued shall remain due but no further Monthly Advisory Fee shall accrue from the time the last of such Transaction agreements or Plan is entered into until the last to occur of the closing of any applicable Transaction or consummation of the Plan. During such period, GLC shall not be required to perform any services under the Agreement, but the Agreement shall otherwise remain in full force and effect.

- b. Financing Transaction Fee: a fee equal to \$100,000 (the "**Financing Transaction Fee**") which the parties agree has been earned prior to the date of the Agreement. The Financing Transaction Fee shall be payable in cash in full at the next closing of the Company's debtor-in-possession Financing Transaction.
- c. Sale Transaction Fee: a fee equal to 1.5% of the Aggregate Consideration (as defined on Schedule II of the Engagement Letter) (the "**Sale Transaction Fee**") of each Sale Transaction; provided, however, that for any Sale Transaction that is a credit bid by existing secured creditors of the Company (a "**Credit Bid Sale Transaction**"), the Sale Transaction Fee shall be reduced to a fee equal to 0.5% of the Aggregate Consideration. Each Sale Transaction Fee shall be earned upon the entry of a sale order by the bankruptcy court for the applicable Transaction and payable upon consummation of each Transaction. For the avoidance of doubt, the PokerCo Sale Transaction Fee will be payable upon consummation of the PokerCo Sale Transaction.

Sale Transaction Fees shall be credited against the Restructuring Fee as follows:

- (i) A one-time credit of 50% of the Sale Transaction Fee paid to GLC by the Company as a result of the sale of PokerCo to the stalking horse bidder as such sale is currently constructed will be applied once against any Restructuring Fee earned and payable to GLC on a dollar-for-dollar basis up to 100% of such Restructuring Fee. For the avoidance of doubt, if PokerCo is sold for Aggregate Consideration in excess of \$16,000,000, there shall be no credit applied against the Restructuring Fee; and
 - (ii) For any Sale Transaction not addressed in clause (i), a one-time credit of 100% of any Sale Transaction Fee paid to GLC by the Company will be applied once against any Restructuring Fee earned and payable to GLC on a dollar-for-dollar basis up to 100% of such Restructuring Fee.
- d. Restructuring Fee: a fee of \$2,000,000 (payable directly out of the gross proceeds of any Restructuring, if available) which shall be earned upon the entry of a sale order by the bankruptcy court and payable upon consummation of the Restructuring (the "**Restructuring Fee**"). For the avoidance of doubt, the following will not be considered a Restructuring and no Restructuring Fee will be due as a result: (i) a sale of PokerCo, by itself, (ii) a rejection, assumption, or modification of any contracts or leases or (iii) a conversion of the chapter 11 cases to cases under chapter 7.

- e. Expense Reimbursement: GLC shall be entitled to monthly reimbursement from the Company of reasonable out-of-pocket expenses incurred in connection with the services to be provided under the Engagement Letter (including, without limitation, travel fees, document production fees, GLC's reasonable out-of-pocket fees and expenses for outside legal counsel and other professional advisors incurred in connection with the negotiation and performance of the Engagement Letter and the matters contemplated thereby, and sales, use or similar tax incurred thereon, and including, in connection with any Bankruptcy Case(s), GLC's retention in such case(s) and any fee issues or disputes that may arise, including defending its fee applications), whether or not a Transaction occurs or is consummated.
- f. Termination Fee: If, during the term of GLC's engagement or as set forth in the last sentence of Section 4(b) of the Engagement Letter, the Company and/or any of its subsidiaries or affiliates receives compensation pursuant to any provision contained in such agreement related thereto (the "***Termination Payment***"), then a cash fee equal to 10% (the "***Termination Fee***") of the Termination Payment, which shall be payable to GLC promptly following the Company's and/or any of its subsidiaries or affiliates' receipt of such Termination Payment, provided that the Termination Fee will not exceed the Transaction Fee that would have been payable had such Transaction been completed, and any Monthly Advisory Fees paid will be credited without duplication and only to the extent not previously credited. For purposes of calculating the Termination Fee, the Termination Payment shall include any judgment for damages, any amount or other consideration received by the Company and/or its subsidiaries or affiliates in settlement of any dispute as a result of such termination or other failure to consummate the Transaction, as well as the fair value of any options granted to the Company and/or its subsidiaries or affiliates (pursuant to any cross option agreement, comparable provision or otherwise).

16. GLC's strategic and financial expertise, as well as its capital markets knowledge, financing skills and restructuring capabilities were important factors to the Debtors in determining the Fee and Expense Structure. Given the numerous issues that GLC may be required to address in the Chapter 11 Cases, GLC's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for GLC's services for engagements of this nature in both out-of-court and chapter 11 contexts, the Debtors believe that the Fee and Expense Structure in the Engagement Letter is reasonable.

17. The Debtors submit that GLC's employment and compensation arrangements are competitive with those entered into by other investment banking firms when rendering comparable services. The Debtors, in consultation with their advisors, compared GLC's fee proposal to

comparable precedents to determine reasonableness of the Fee and Expense Structure. After such comparison, followed by discussions and arm's-length negotiations, the Debtors concluded that the Fee and Expense Structure is in fact reasonable under the standards set forth below.

18. To the best of the Debtors' knowledge, information and belief, no promises have been received by GLC as to compensation in connection with the Chapter 11 Cases other than as outlined in the Engagement Letter, and GLC has no agreement with any other entity to share any compensation received with any person other than the principals and employees of GLC.

19. GLC intends to submit monthly, interim and final applications for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases, in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the U.S. Trustee Guidelines and any other applicable procedures and orders of the Court, including any order approving this Application.

WAIVER OF COMPLIANCE WITH TIME-DETAIL REQUIREMENTS

20. It is not the general practice of investment banking firms such as GLC to keep detailed time records similar to those customarily kept by attorneys. Similarly, GLC does not ordinarily keep time records on a "project category" basis, and GLC's compensation is based on a fixed rate and/or fixed-percentage. For these reasons, the Debtors respectfully request that GLC's restructuring professionals only be required to maintain summary records in half-hour (0.50) increments describing, in a summary format, each professional's tasks on a daily basis, including reasonably detailed descriptions of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors. To the extent that GLC would otherwise be required to submit more detailed time records for its professionals by the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, or other

applicable procedures and orders of the Court, or encouraged to do so by the U.S. Trustee Guidelines, the Debtors respectfully request that the Court waive such requirements.

INDEMNIFICATION

21. As part of the overall compensation payable to GLC under the terms of the Engagement Letter, the Debtors have agreed to certain indemnification, contribution and reimbursement obligations set forth in the Engagement Letter, including the Indemnification Agreement attached as Schedule I to the Engagement Letter. Pursuant to the Indemnification Agreement, the Debtors have agreed, among other things, to indemnify, defend, and hold harmless GLC and its affiliates and their respective directors, officers, partners, members, trustees, managers, controlling persons, employees, attorneys, and other agents, advisors and representatives of any of the foregoing and each other person, if any, controlling, controlled by or under common control with GLC or any of its affiliates (GLC and each such person and entity being referred to as an “*Indemnified Person*”), from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, “*Liabilities*”), and will reimburse each Indemnified Person for all fees and expenses (including the reasonable fees and expenses of counsel) (collectively, “*Expenses*”) as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation, whether or not any Indemnified Person is a party, whether or not brought by the Company, the Company’s equityholders, the Company’s affiliates, creditors or any other third parties (collectively, “*Actions*”), in each case, arising out of, related to or in connection with

- a. (i) any oral or written information provided by or at the request of the Company, its affiliates or their respective directors, officers, partners, members, trustees, managers, controlling persons, employees, attorneys, advisors, representatives or agents which information either they provide to GLC or they or GLC provide to any third parties or (ii) any other action or failure to act by the Company, its affiliates or their respective

directors, officers, employees or agents, or by any Indemnified Person at the request, direction, or with the consent of the Company or one or more members of its board of directors, or

b. the Agreement, any actual or potential Transaction, any advice or services rendered or to be rendered by an Indemnified Person pursuant to the Agreement or any actual or potential Transaction, the transactions contemplated thereby or any Indemnified Persons' actions or inactions in connection with any such advice, services or transaction (the "**Services**"); provided that the Company will not be responsible for any Liabilities or Expenses of any Indemnified Person that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review, to have resulted solely from such Indemnified Person's gross negligence or willful misconduct in connection with any of the advice, actions, inactions or Services referred to above other than an action or failure to act undertaken at the request or with the consent of the Company. The Company shall reimburse each Indemnified Person for all Expenses, including reasonable fees and expenses of counsel, incurred in connection with enforcing such Indemnified Persons' rights under the Agreement, including without limitation, all rights to payment of fees and expenses and all indemnification, contribution and reimbursement rights under Schedule I to the Engagement Letter.

22. However, notwithstanding anything to the contrary in the Engagement Letter or any agreements incorporated by reference in the Engagement Letter, upon entry of an order approving this Application, the Debtors' agreement to indemnify and hold GLC harmless will be modified as follows during the pendency of the Chapter 11 Cases:

a. No Indemnified Person (as that term is defined in the Engagement Letter) shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefore are approved by the Court;

b. The Debtors shall have no obligation to indemnify any Indemnified Person or provide contribution or reimbursement to any Indemnified Person, for any claim or expense to the extent it is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from the Indemnified Person's gross negligence, bad faith, willful misconduct, fraud, breach of fiduciary duty (if any) or self-dealing (if found to be applicable) (ii) for a contractual dispute in which the Debtors allege breach of an Indemnified Person's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to sub paragraph (c) hereof to be a claim or expense for which the Indemnified Person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by the Proposed Order; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by the Proposed Order), including, without limitation, the advancement of defense costs, GLC must file an application before the Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request fees and expenses by any Indemnified Person for indemnification, contribution, and/or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to, the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, and/or reimbursement.

23. The Engagement Letter's indemnification and contribution provisions were fully negotiated by the Debtors and GLC at arm's length and in good faith, and the Debtors respectfully submit that the indemnification and contribution provisions of the Engagement Letter are reasonable, subject to the modifications set forth in the Proposed Order. The Debtors believe that the indemnification provisions in the Engagement Letter are appropriate and reasonable for investment banking engagements both out-of-court and in chapter 11 cases, and reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

GLC'S DISINTERESTEDNESS

24. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Sellinger Declaration: (a) GLC has no relevant connection with the Debtors, the Debtors' creditors, the U.S. Trustee, any person employed in the office of U.S. Trustee, or any other party with an actual or potential interest in the Chapter 11 Cases (or their respective attorneys or accountants); (b) GLC (and GLC's professionals) are not creditors, equity security holders, or insiders of any of the Debtors; (c) neither GLC nor any of its professionals is or was, within two years of the Petition Date, a director, officer, or employee of any of the Debtors;

and (d) neither GLC nor any of its professionals hold or represent an interest materially adverse to any of the Debtors, their estates, or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in any of the Debtors, or for any other reason. Accordingly, based upon its review of interested parties in the Chapter 11 Cases, GLC is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code and GLC’s employment is permissible under sections 327(a) and 328(a) of the Bankruptcy Code.

25. Given the large number of parties in interest in the Chapter 11 Cases, despite the efforts to identify and disclose GLC’s relationships with parties in interest, GLC is unable to state with absolute certainty that every client relationship or other connection has been disclosed in the Sellinger Declaration. GLC will make continued inquiries following the filing of this Application to monitor for any matters that might affect its disinterested status. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of GLC’s retention are discovered or arise, GLC will use reasonable efforts to promptly file a supplemental declaration.

26. In addition, the Debtors shall use commercially reasonable efforts to coordinate with their professionals, including GLC, to avoid any duplication of services provided by any of their retained professionals in the Chapter 11 Cases.

27. According to the Debtors’ books and records, during the 90-day period before the Petition Date, GLC received the following from the Debtors: \$400,000.00 in monthly fees and \$7,411.08 in expense reimbursements. Within one year prior to the Petition Date, the Debtors paid GLC \$400,000.00 in fees. As of the Petition Date, the Debtors did not owe GLC for any fees or expenses incurred prior to the Petition Date. It is possible that certain expenses that were incurred

by GLC that are reimbursable were not yet reflected on GLC's books and records as of the Petition Date. Upon entry of an order approving the Application, GLC will waive any claim for such unreimbursed expenses in excess of amounts paid to GLC prepetition.

BASIS FOR RELIEF

A. Retention and Employment of GLC is Permitted Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code

28. The Debtors seek approval of the retention and employment of GLC pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides that a debtor "may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" the debtor in carrying out its duties. 11 U.S.C. § 327(a).

29. In addition, section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." *Id.* § 328(a). Thus, section 328(a) permits the Court to approve the terms of GLC's engagement as set forth in the Engagement Letter, including the Fee and Expense Structure and the indemnification and contribution provisions.

30. Bankruptcy Rule 2014 requires that an application for retention of a professional person include:

[S]pecific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys

and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

31. The Engagement Letter appropriately reflects (i) the nature and scope of services to be provided by GLC, (ii) GLC's substantial experience with respect to financial advisory and investment banking services, and (iii) the Fee and Expense Structure typically utilized by GLC and other leading financial advisors and investment bankers.

NOTICE

32. Notice of this Application will be given to the parties on the Debtors' Master Service List. A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' Claims and Noticing Agent, Kroll Restructuring Administration LLC, at <https://restructuring.ra.kroll.com/RunItOneTime/>.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested herein and granting such other relief as is just and proper.

Dated: August 13, 2025

/s/ Jeff Seery

Jeff Seery

Chief Restructuring Officer

EXHIBIT A

Engagement Letter



As of April 17, 2025

Private and Confidential

Maverick Gaming LLC
12530 NE 144th St.
Kirkland, WA 98034
Attention: Eric Persson, Chief Executive Officer

Ladies and Gentlemen:

This letter agreement (this “**Agreement**”), effective as of April 17, 20225 (the “**Effective Date**”), confirms the understanding and agreement that Maverick Gaming LLC (collectively, with its subsidiaries and its affiliates, the “**Company**”) has engaged GLC Advisors & Co., LLC and GLC Securities, LLC (collectively, “**GLC**”) to act as its exclusive investment banker and financial advisor to provide financial advisory and investment banking services as set forth below.

1. Scope of Engagement. On the terms and subject to the conditions of this Agreement, GLC will provide to the Company the following financial and capital market related advisory services, as requested by the Company and to the extent necessary and appropriate:

- (a) familiarizing ourselves with the Company’s financial condition and business;
- (b) advising and assisting the Company in examining, analyzing, developing, structuring and negotiating the financial aspects of any potential or proposed strategy for a Transaction (as defined below);
- (c) assisting the Company in soliciting, coordinating and evaluating indications of interest and proposals, tenders and consents in connection with any Transaction (except in connection with a Transaction intended to comply with the requirements of Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”));
- (d) providing expert advice and testimony regarding financial matters related to any Transaction(s), if necessary;
- (e) attending meetings of and advising and otherwise communicating with the Company’s Board of Directors, creditor groups, and other interested parties, as GLC and the Company determine to be necessary or desirable; and
- (f) providing such other financial advisory services as may be agreed in writing between GLC and the Company.

As used in this Agreement, the term “**Transaction**” shall mean, the consummation of any of the following whether through one or more transaction(s) or series of transactions, (i) any new debt and/or equity financing, including a rights offering or the issuance or placement, whether public or private, of debt, equity or equity-linked securities, instruments or obligations (including, without limitation, any convertible securities, preferred stock, unsecured, non-senior or subordinated debt securities, and/or senior notes or bank debt or other financing, including any “debtor in possession financing” or “exit financing” in connection with a chapter 11 plan or any bankruptcy case (“**Bankruptcy Case(s)**”) filed by or against one or more of the entities comprising the Company under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), whether from new or existing financing providers (a “**Financing Transaction**”); (ii) any merger, consolidation, joint venture, partnership, spin-off, split-off, business combination, tender or exchange offer, acquisition, sale, distribution, transfer or other disposition of assets or equity interests, or similar transaction, involving a material portion of the business, assets or equity interests of the Company, in one or more transactions, including any sale under Section 363 of the Bankruptcy Code (each, a “**Sale Transaction**”); or (iii) any restructuring, reorganization and/or recapitalization, including through a plan of reorganization or liquidation (a “**Plan**”) (each, a “**Restructuring**”) of the Company’s outstanding equity, indebtedness (including bank debt, bond debt, and other on and off balance sheet indebtedness), leases (both on and off balance sheet), put rights associated with outstanding securities, or other liabilities or obligations (collectively, the “**Existing Obligations**”) that is achieved, without limitation, through (1) a solicitation of waivers, consents, acceptances or authorizations from the holders of any Existing Obligations; (2) rescheduling of the maturities or other terms of any Existing Obligations; (3) an amendment or modification of the terms of any Existing Obligations, including, relating to interest rates, repurchase, settlement or forgiveness of Existing Obligations; (4) conversion of any Existing Obligations into equity (other than a conversion on existing terms); (5) an exchange offer involving the issuance of new securities in exchange for any Existing Obligations; (6) any change of control transaction, sale, acquisition or merger, (7) any refinancing or reinstatement; (8) waiver, forbearance or other modification of any financial or operating covenant, or any other provision in respect of any Existing Obligations, or (9) other similar transaction or series of transactions.

It is expressly agreed that, other than as set forth above, GLC will not evaluate or attest to the Company’s internal controls, financial reporting, illegal acts or disclosure deficiencies and GLC shall be under no obligation to provide formal fairness or solvency opinions with respect to any Bankruptcy Case(s), Restructuring or other Transaction contemplated thereby or incidental thereto.

In rendering its services pursuant to this Agreement, and notwithstanding anything to the contrary herein, GLC is not assuming any responsibility for any decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Transaction. GLC shall not have any obligation or responsibility to provide legal, regulatory, accounting, tax, audit, “crisis management” or business consultant advice or services hereunder, and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements.

The advisory services and compensation arrangements set forth herein do not encompass other financial advisory services not set forth in this Paragraph 1. If the Company and GLC later determine to expand the scope of services to include other services not otherwise set forth herein, including, if

applicable, services required to be performed by a registered investment advisor, such future agreement will be the subject of a separate written agreement between the parties.

2. Fees and Expenses. For GLC's services hereunder, the Company agrees to pay to GLC the following non-refundable fees in cash:

- (a) Monthly Advisory Fees: a monthly advisory fee of \$150,000 (each, a "**Monthly Advisory Fee**"), payable in advance for the period commencing on the Effective Date, with the first payment due upon execution of this Agreement and subsequent payments due on each monthly anniversary of the Effective Date. Each Monthly Advisory Fee is earned in full when due. In addition, a one-time credit of 50% of the Monthly Advisory Fees in excess of \$900,000 (six Monthly Advisory Fees) actually paid to GLC under this Agreement will be applied against the Restructuring Fee, on a dollar for dollar basis up to 100% of the Restructuring Fee.
 - (b) Financing Transaction Fee: a fee payable directly out of the gross proceeds of any and all Financing Transactions equal to: (i) 1.0% of the gross amount of any secured debt raised, including, without limitation, any debtor-in-possession or exit financing raised; (ii) 3.0% of the gross amount of any unsecured debt raised; and (ii) 5.0% of any equity or equity-linked securities raised (each, a "**Financing Transaction Fee**"). As used herein, "raised" shall include all committed amounts. Each Financing Transaction Fee shall be payable in cash in full at the closing of each Financing Transaction.
 - (c) Sale Transaction Fee: a fee equal to (i) 1.5% of the Aggregate Consideration (as defined on **Schedule II**) (the "**Sale Transaction Fee**"). The Sale Transaction Fee shall be earned and payable promptly upon the consummation of the Transaction, and, to the extent applicable, payable directly out of the gross proceeds of the Sale Transaction.
- A one-time credit of 50% of any Sale Transaction Fee paid to GLC by the Company will be applied once against any Restructuring Fee earned and payable to GLC on a dollar-for-dollar basis up to 100% of such Restructuring Fee.
- (d) Restructuring Fee: a fee of \$3,750,000 (payable directly out of the gross proceeds of any Restructuring, if available) upon the consummation of any Restructuring (the "**Restructuring Fee**").

Notwithstanding the foregoing, if the Transaction is to be effectuated as an offer (a "**3(a)(9) Offer**") that is intended to comply with the requirements of Section 3(a)(9) of the Securities Act, whether or not as part of a Prepackaged Plan (as defined below), the **Transaction Fee** shall be payable on the date that definitive offer documents for the 3(a)(9) Offer are first distributed to creditors whose claims would be affected thereby.

Notwithstanding the foregoing, if the Transaction is pursuant to a plan that is, in whole or in part, (x) prepackaged (a "**Prepackaged Plan**") under the Bankruptcy Code, the Company shall pay GLC the Restructuring Fee as follows: 75% percent on the date on which sufficient acceptances to confirm the Prepackaged Plan have been received and

the balance on the date the applicable bankruptcy court confirms the Prepackaged Plan; or (y) prenegotiated and, if there are sufficient indications of support from the Company's applicable creditors and the Company has determined to file for bankruptcy protection to implement such plan, then 50% before the filing of the Bankruptcy Case(s) and 50% upon confirmation of such plan (as such plan may be amended, modified or supplemented from time to time) by the applicable bankruptcy court.

- (e) Expense Reimbursement: GLC shall be entitled to monthly reimbursement from the Company of reasonable out-of-pocket expenses incurred in connection with the services to be provided under this Agreement (including, without limitation, travel fees, document productions fees, GLC's reasonable out-of-pocket fees and expenses for outside legal counsel and other professional advisors incurred in connection with the negotiation and performance of this Agreement and the matters contemplated hereby, and sales, use or similar tax incurred thereon, and including, in connection with any Bankruptcy Case(s), GLC's retention in such case(s) and any fee issues or disputes that may arise, including defending its fee applications), whether or not a Transaction occurs or is consummated.
- (f) Termination Fee: If, during the term of GLC's engagement or as set forth in the last sentence of Section 4(b), the Company and/or any of its subsidiaries or affiliates enters into an agreement to effect a Transaction that is subsequently terminated or otherwise is not consummated and the Company and/or any of its subsidiaries or affiliates receives compensation pursuant to any provision contained in such agreement related thereto (the "**Termination Payment**"), then a cash fee equal to 10% (the "**Termination Fee**") of the Termination Payment, which shall be payable to GLC promptly following the Company's and/or any of its subsidiaries or affiliates' receipt of such Termination Payment, provided that the Termination Fee will not exceed the Transaction Fee that would have been payable had such Transaction been completed, and any Monthly Advisory Fees paid will be credited without duplication and only to the extent not previously credited. For purposes of calculating the Termination Fee, the Termination Payment shall include any judgment for damages, any amount or other consideration received by the Company and/or its subsidiaries or affiliates in settlement of any dispute as a result of such termination or other failure to consummate the Transaction, as well as the fair value of any options granted to the Company and/or its subsidiaries or affiliates (pursuant to any cross option agreement, comparable provision or otherwise).

3. Company Information.

- (a) The Company will provide GLC with access to management and other representatives of the Company, as reasonably requested by GLC. The Company will furnish, or cause to be furnished, to GLC with such information as GLC believes appropriate to its assignment (all such information so furnished being the "**Information**"). The Company recognizes and confirms that GLC: (i) will use and rely on the accuracy and completeness of the Information and on information available from generally recognized public sources without independently verifying the same; (ii) does not assume responsibility for the accuracy, completeness or reasonableness of the Information and such other

information; and (iii) will not make an appraisal of any assets or liabilities (contingent or otherwise) of the Company or a potential transaction party. Furthermore, the Company recognizes that the actual results of its operations and the actual value of it and its assets may differ from GLC's projections and valuation by no fault of GLC. To the best of the Company's knowledge, the Information to be furnished by or on behalf of the Company, when delivered, will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. The Company will promptly notify GLC if it learns of any material inaccuracy or misstatement in, or material omission from, any Information previously delivered to GLC.

- (b) The Company authorizes GLC to provide materials regarding the operations, financial status, and legal standing of the business (as such documents may be amended or supplemented and including any information incorporated therein by reference, the **"Information Memorandum"**) and other pertinent Information to prospective investors and other purchasers and agrees not to transmit the Information Memorandum to prospective investors or other purchasers without GLC's prior approval. The Company will be solely responsible for the contents of the Information Memorandum and any and all other written or oral communications provided by or on behalf of the Company to any actual or prospective investor or other purchaser. The Company represents and warrants to GLC that the Information Memorandum and such other communications (whether written or oral) (which shall be deemed to include the Company's public filings), when supplied and through the closing of such Transaction, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading.
- (c) In the event that the Company, its controlling equity holders, or its management receives any inquiry regarding a Transaction from any party, the Company shall promptly inform GLC of such inquiry so that GLC can assist the Company in evaluating such party and its interest in a Transaction and in any resulting negotiations.

4. Term of Agreement.

- (a) This Agreement may be terminated at any time by GLC or the Company on thirty (30) days' prior written notice to the other; provided, that, other than in the case of GLC's gross negligence or intentional misconduct (as determined by a court of competent jurisdiction by final non-appealable order), the Company will not terminate this Agreement prior to the date that is three (3) months after the Effective Date, it being understood and agreed that the Company shall be required to pay GLC a minimum of three (3) Monthly Advisory Fees (as defined in Paragraph 2(a) above). Any termination or expiration of this Agreement shall not affect any provisions that survive the termination hereof, including, (i) the indemnification, reimbursement, contribution and other obligations set forth in this Agreement, including **Schedule I**; and (ii) GLC's right to receive payment of fees earned and expenses incurred by GLC pursuant to Paragraph 2 and any other applicable provisions hereof, and the Company shall immediately pay or cause to be paid in cash all such fees and expenses due and owing.

For the avoidance of doubt, notwithstanding anything contained in this Agreement to the contrary, in the event of any Bankruptcy Case(s), GLC shall be entitled to payment of its expenses, including its reasonable and documented outside counsel fees and expenses, incurred post termination or post effective date of any Plan in connection with its fee application(s) to the applicable bankruptcy court.

- (b) Additionally, in the event of any termination of this Agreement by a party hereto (other than termination by GLC, unless GLC has terminated the Agreement for non-payment of fees and/or expenses hereunder or otherwise with good cause), GLC shall be entitled to payment of the Financing Transaction Fee(s), Sale Transaction Fee(s) and Restructuring Fee, as applicable, if at any time prior to the expiration of eighteen (18) months after the termination of GLC's engagement hereunder, (i) a Transaction is consummated or (ii) creditors of the Company agree to a Plan or the Company files a Plan or enters into a letter of intent or any agreement that subsequently results in the consummation of a Transaction at any time (including after the 18-month period), (all of the foregoing, the "**Tail Period**"). In addition, if at any time prior to the expiration of eighteen (18) months after the termination of GLC's engagement hereunder a Termination Payment related to a Transaction becomes payable, GLC shall be entitled to payment of the Termination Fee as set forth in Paragraph 2.

5. Bankruptcy Court Approval. In connection with any Bankruptcy Case(s), the Company will use its best efforts to obtain an order of the applicable bankruptcy court (the "**Retention Order**") authorizing the Company to retain GLC pursuant to the terms of this Agreement effective as of the bankruptcy petition filing date, as a professional person pursuant to, and subject to the standard of review of, Section 328(a) of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and applicable local rules and orders and not subject to any other standard of review under Section 330 of the Bankruptcy Code. The Company shall submit GLC's employment application as soon as practicable and use its commercially reasonable efforts to cause such application to be considered on the most expedited basis. The employment application and the proposed Retention Order shall be provided to GLC in advance of filing, and must be acceptable to GLC in its sole discretion. The Company shall use best efforts to include in the Retention Order, among other things, (i) GLC shall be authorized to keep time records in half hour increments for work performed hereunder; and (ii) GLC's time records identify only general categories of work performed and indicate the amount of time expended by GLC's professionals in connection with each such category. GLC shall have no obligation to provide services under this Agreement unless GLC's retention under this Agreement is approved pursuant to Section 328(a) of the Bankruptcy Code by final, non-appealable order of the applicable bankruptcy court and the Retention Order is acceptable to GLC in its sole discretion. GLC acknowledges that in the event that the applicable bankruptcy court approves its retention by the Company pursuant to the application process described in this paragraph, payment of GLC's fees and expenses shall be subject to: (i) the jurisdiction and approval of the bankruptcy court under Section 328(a) of the Bankruptcy Code and any Retention Order; (ii) any applicable fee and expense guidelines and/or orders of the bankruptcy court; and (iii) any requirements governing applications for approval of payment of interim and final fees. The Company agrees that GLC's fees and expenses hereunder shall be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect in the Bankruptcy Case(s) pursuant to one or more financing orders entered by the Bankruptcy Court. Prior

to commencing any Bankruptcy Case(s), the Company shall pay all invoiced amounts, whether for fees or expense reimbursements or otherwise, to GLC by wire transfer of immediately available funds.

6. Reasonableness of Fees. The Company acknowledges that it believes that GLC's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Transaction, that the value to the Company of GLC's services derives in substantial part from that experience and expertise and that, accordingly, the structure and amount of the advisory fees to be paid to GLC hereunder are reasonable regardless of the number of hours to be expended by GLC's professionals in the performance of the services to be provided hereunder. Each of the parties hereto acknowledges that a substantial professional commitment of time and effort will be required of GLC and its professionals hereunder, and that such commitment may foreclose other opportunities for GLC. Moreover, the actual time and commitment required for the engagement may vary substantially, creating "peak load" issues for GLC. Given the numerous issues which may arise in engagements such as this, GLC's commitment to the variable level of time and effort necessary to address such issues, the expertise and capabilities of GLC that will be required in this engagement, and the market rate for GLC's services of this nature, whether in-court or out-of-court, the parties agree that the fee arrangement provided for herein is reasonable, fairly compensates GLC, and provides the requisite certainty to the Company.

7. Confidential Information. GLC acknowledges that, in connection with the services to be provided pursuant to this Agreement, certain confidential, non-public and proprietary information concerning the Company and any Transaction ("**Confidential Information**") has been or may be disclosed by the Company, or its employees, directors, officers, affiliates, attorneys, agents, subcontractors and advisors (collectively, "**Representatives**") to GLC or its Representatives. GLC agrees that, without the Company's prior consent, no Confidential Information will be disclosed, in whole or in part, to any other person (other than to Representatives of GLC or the Company, persons that are participating in the process and have executed a confidentiality agreement with the Company, or as may be required by law, legal process, or regulatory authority). The term "**Confidential Information**" does not include any information: (i) that was already in the possession of GLC or any of its Representatives, or that was available to GLC or any of its Representatives on a non-confidential basis, prior to the time of disclosure to GLC or such Representatives; (ii) obtained by GLC or any of its Representatives from a third person which, insofar as is known to GLC or such Representatives, is not subject to any prohibition against disclosure; (iii) which was or becomes generally available to the public through no fault of GLC or any of its Representatives; and (iv) which was or is independently developed by GLC or any of its Representatives without violating any confidentiality obligations under this paragraph. If GLC becomes required by legal process or regulatory authority to disclose any Confidential Information, if permitted, GLC will use commercially reasonable efforts to provide the Company prompt notice thereof. In addition, neither GLC nor any of its Representatives will oppose action by the Company to obtain an appropriate protective order or other reliable assurance that such confidential treatment will be so accorded and GLC and its Representatives shall cooperate, at the Company's expense, with the Company to obtain such order or other assurance. GLC's obligations under this paragraph shall remain in effect for a period of one (1) year after the Effective Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Company acknowledges and agrees that neither GLC nor any of its Representatives shall be required

to inform or notify the Company or any other person or entity of any disclosure made to or requested by a bank examiner, regulatory examiner or self-regulatory examiner in the course of such examiner's examination, inspection or audit, or to a credit bureau as required by law, and any such disclosure shall not be deemed a breach of this Agreement.

8. Nature of Services; Use of Advice.

(a) The Company acknowledges and agrees that GLC has been retained to act solely as an advisor to the Company, and not as an advisor to any other person, and the Company's engagement of GLC is not intended to and does not confer rights upon any person or entity (including shareholders, employees or creditors of the Company) not a party hereto as against GLC or its affiliates, or their respective directors, officers, employees or agents, successors or assigns. GLC shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to the Company and only in accordance with this Agreement. Any advice rendered pursuant to this Agreement is intended solely for the use of the Company in considering the matters to which this Agreement relates, and such advice may not be relied upon by any other person or used for any other purpose.

(b) Any advice rendered by or materials prepared by, or any communication from, GLC may not be disclosed, in whole or in part, to any third party, or summarized, quoted from, or otherwise referred to in any manner, without the prior written consent of GLC. In addition, the terms of this Agreement shall not be referred to without GLC's prior written consent.

9. Indemnification. The Company, jointly and severally, shall provide indemnification, contribution and reimbursement to each Indemnified Person (defined in **Schedule I**) as set forth in **Schedule I** hereto. The terms and provisions of **Schedule I** are an integral part hereof, are hereby incorporated by reference, are subject in all respects to the provisions hereof and shall survive any termination or expiration of this Agreement. In addition, if an Indemnified Person (as defined in **Schedule I**) is requested or required to appear as a witness in any Action (as defined in **Schedule I**) that is brought by or on behalf of or against the Company or that otherwise relates to this Agreement or the services rendered by GLC to the Company hereunder, the Company, jointly and severally, shall reimburse GLC and the Indemnified Person for all documented, actual out of pocket expenses incurred by them in connection with such Indemnified Person appearing or preparing to appear as such a witness, including without limitation, the fees and disbursements of legal counsel.

10. Entire Agreement; Amendments. This Agreement (including **Schedule I**) represents the entire agreement between the parties, supersedes all previous agreements relating to the subject matter hereof and may not be modified or amended except in writing signed by all of the parties hereto. This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document. The invalidity or unenforceability of any provision of this Agreement (including **Schedule I**) shall not affect the validity or enforceability of any other provision.

11. Announcements. GLC may, at its option and expense, place customary announcements (including a customary “tombstone” advertisement) in such newspapers and periodicals as it may choose, or make similar announcements describing its services for the Company in connection with any Transaction contemplated herein. GLC shall be entitled to identify the Company and use the Company’s name and logo in connection therewith. In addition, if requested by GLC, the Company agrees that in any press release announcing any Transaction, the Company will include in such press release a mutually acceptable reference to GLC’s role as financial advisor (or other role) to the Company with respect to such Transaction.

12. Governing Law; Jury Trial Waiver; Jurisdiction. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE. EACH OF GLC AND THE COMPANY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF GLC PURSUANT TO, OR THE PERFORMANCE BY GLC OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED IN ANY FEDERAL COURT OR STATE COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS; PROVIDED, HOWEVER, THE PARTIES AGREE THAT IN THE EVENT THE COMPANY FILES FOR BANKRUPTCY PROTECTION, THE APPLICABLE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO FURTHER IRREVOCABLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND HEREBY WAIVES IN ALL RESPECTS ANY CLAIM OR OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON-CONVENIENS. EACH PARTY HERETO AGREES THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON IT AND MAY BE ENFORCED IN ANY OTHER COURTS HAVING JURISDICTION OVER IT BY SUIT UPON SUCH JUDGMENT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ALL SUCH DISPUTES BY THE MAILING OF COPIES OF SUCH PROCESS TO THE NOTICE ADDRESS FOR EACH SUCH PERSON AS SET FORTH IN THE “NOTICES” PARAGRAPH IMMEDIATELY FOLLOWING THIS PARAGRAPH. EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANY OTHER PARTY HERETO HAS REPRESENTED EXPRESSLY OR OTHERWISE THAT SUCH PARTY WOULD NOT SEEK TO ENFORCE THE PROVISIONS OF THIS WAIVER. EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY AND IN RELIANCE UPON, AMONG OTHER THINGS, THE PROVISIONS OF THIS PARAGRAPH.

13. Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be sent by overnight courier or personally delivered: (i) if to the Company, at the address set forth in the Company’s signature block below, and (ii) if to GLC, at 600 Lexington Avenue, 9th Floor, New York, NY 10022, to the attention of J. Soren Reynertson.

600 Lexington Avenue | 9th Floor | New York, New York 10022

14. Miscellaneous.

- (a) Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the Indemnified Persons (as such term is defined in **Schedule I**) and each of their respective successors, heirs and assigns, any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by GLC hereunder.
- (b) The Company agrees that it will be solely responsible for ensuring that any Transaction complies with applicable law.
- (c) Global Leveraged Capital Holdings, LLC ("**GLCH**", the parent of GLC) and its subsidiaries and affiliates (collectively with GLCH, the "**GLCH Group**") are involved in a wide range of investment banking and other activities (including investment management, corporate finance, securities and loan trading, commercial banking and financial advisory services, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage activities, and other financial and non-financial activities and services for various persons and entities) from which conflicting interests, or duties, may arise. Information which is held elsewhere within GLCH or within the GLCH Group but is not publicly available will not for any purpose be taken into account in determining GLC's responsibilities to the Company under this Agreement. Neither GLCH nor any other part of the GLCH Group will have any duty to disclose to the Company or any other party or utilize for the benefit of the Company or any other party any such information or the fact that the GLCH Group is in possession of such information, acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, GLC and/or its affiliates may trade or effect transactions in the equity, debt, and other securities and financial instruments of the Company, any potential participant in a transaction, customers, or competitors of the Company, or persons who have other relationships with the Company for its own account and for the accounts of customers, and may at any time hold a long or short position in such securities. GLC and/or its affiliates may provide investment banking, commercial banking, underwriting, and financial advisory services to such other entities and persons unrelated to the Bankruptcy Cases. GLC recognizes its responsibility for compliance with federal securities laws in connection with such activities.
- (d) No: (i) direct or indirect holder of any equity interests or securities of GLC whether such holder is a limited or general partner, member, stockholder or otherwise; (ii) affiliate of GLC; or (iii) director, officer, employee, representative, or agent of GLC, or of an affiliate of GLC or of any such direct or indirect holder of any equity interests or securities of GLC (collectively, the "**Party Affiliates**") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and the Company waives and releases all claims against such Party Affiliates related to any such liability or obligation.

- (e) In the event that the Company fails to pay any amounts due to GLC under this Agreement, including any fees or reimbursement of expenses (including any indemnification, contribution and reimbursement as set forth in **Schedule I**) for services performed under this Agreement, the Company shall and hereby agrees to pay GLC its reasonable attorneys' fees and expenses in connection with any and all efforts on GLC's behalf to collect any amounts due and owing to GLC.
- (f) Whenever the words "including," "include" or "includes" are used herein, they shall be deemed to be followed by the phrase "without limitation."
- (g) The USA PATRIOT Act requires that GLC obtain, verify and record information pertaining to entities that enter into certain business relationships with GLC as well as certain beneficial owners of such entities. The Company agrees to provide certain identifying information, such as tax identification numbers and charter documents, upon request of GLC. The effectiveness of this Agreement is conditioned upon the completion, to the reasonable satisfaction of GLC, of such review in accordance with the requirements of applicable law.
- (h) Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.
- (i) The terms of this Agreement have been negotiated in good faith by the parties hereto, who have each been represented by counsel. The provisions of this Agreement shall not be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties hereto waive any statute or rule of law to such effect.
- (j) This Agreement may not be assigned by any party hereto without the prior written consent of the other parties. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning parties.
- (k) Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- (l) Upon any termination of this Agreement, Paragraphs 2 (except as explicitly provided therein, excluding any obligations to pay Monthly Advisory Fees or Expenses incurred after termination, but including all amounts owed as of termination), 4-14 and **Schedule I** hereto shall survive such termination and shall remain in effect.

If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon, as of the Effective Date, this Agreement and your acceptance shall constitute a binding agreement between us.

GLC Advisors & Co., LLC

By: M. Rossoff
Name: Mack Rossoff
Senior Advisor

By: J. Soren Reynertson
Name: J. Soren Reynertson
Managing Director

GLC Securities, LLC

By: M. Rossoff
Name: Mack Rossoff
Senior Advisor

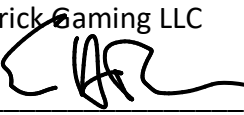
By: J. Soren Reynertson
Name: J. Soren Reynertson
Managing Director

[Additional signature pages follow.]

Accepted and agreed to as of the Effective Date:

COMPANY:

Maverick Gaming LLC

By: 

Name: Eric Persson

Title: Chief Executive Officer

Address: 12530 NE 144th St.

Kirland, WA 98034

Schedule I

This ***Schedule I*** is a part of and is incorporated into that certain letter agreement (the “***Agreement***”), effective as of April 17, 2025 between Maverick Gaming LLC (collectively, with its subsidiaries and affiliates, the “***Company***”) and GLC Advisors & Co., LLC and GLC Securities, LLC (collectively, “***GLC***”) attached herewith. Capitalized terms not defined herein shall have the same meaning assigned in the Agreement.

As a material part of the consideration for the agreement of GLC to furnish its services under the Agreement, the Company, jointly and severally, agrees that it shall defend, indemnify and hold harmless GLC and its affiliates and their respective directors, officers, partners, members, trustees, managers, controlling persons, employees, attorneys and other agents, advisors and representatives of any of the foregoing and each other person, if any, controlling, controlled by or under common control with GLC or any of its affiliates (GLC and each such person and entity being referred to as an “***Indemnified Person***”), from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, “***Liabilities***”), and will reimburse each Indemnified Person for all fees and expenses (including the reasonable fees and expenses of counsel) (collectively, “***Expenses***”) as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation, whether or not any Indemnified Person is a party, whether or not brought by the Company, the Company’s equityholders, the Company’s affiliates, creditors or any other third parties (collectively, “***Actions***”), in each case, arising out of, related to or in connection with (a) (i) any oral or written information provided by or at the request of the Company, its affiliates or their respective directors, officers, partners, members, trustees, managers, controlling persons, employees, attorneys, advisors, representatives or agents which information either they provide to GLC or they or GLC provide to any third parties or (ii) any other action or failure to act by the Company, its affiliates or their respective directors, officers, employees or agents, or by any Indemnified Person at the request, direction, or with the consent of the Company or one or more members of its board of directors, or (b) the Agreement, any actual or potential Transaction, any advice or services rendered or to be rendered by an Indemnified Person pursuant to the Agreement or any actual or potential Transaction, the transactions contemplated thereby or any Indemnified Persons’ actions or inactions in connection with any such advice, services or transaction (the “***Services***”); provided that the Company will not be responsible for any Liabilities or Expenses of any Indemnified Person that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review, to have resulted solely from such Indemnified Person’s gross negligence or willful misconduct in connection with any of the advice, actions, inactions or Services referred to above other than an action or failure to act undertaken at the request or with the consent of the Company. The Company shall reimburse each Indemnified Person for all Expenses, including reasonable fees and expenses of counsel, incurred in connection with enforcing such Indemnified Persons’ rights under the Agreement, including without limitation, all rights to payment of fees and expenses and all indemnification, contribution and reimbursement rights under this ***Schedule I***.

Indemnified Persons shall reasonably cooperate, at the Company’s sole cost and expense, with the defense of any Actions brought against the Company or GLC by any third party. In such circumstance, the Company shall, if requested by GLC, assume the defense of any such Action including the employment of counsel reasonably satisfactory to GLC. The Company will not, without prior written consent of GLC, settle, compromise or consent to the entry of any judgment in or

otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of such Indemnified Person from all Liabilities arising out of such Action, (ii) does not include any admission or assumption of wrongdoing, failure to act, fault or culpability on the part of any Indemnified Person, and (iii) includes payment of any amounts relating to such settlement, compromise, consent or termination.

In the event that the foregoing indemnity is not available, for any reason, to an Indemnified Person in accordance with the Agreement, the Company shall contribute to the Liabilities and Expenses paid or payable by such Indemnified Person in such proportion as is appropriate to reflect: (i) the relative benefits to the Company, on the one hand, and to GLC, on the other hand, of the matters contemplated by the Agreement; or (ii) if the allocation provided by the immediately preceding clause (i) is not permitted by applicable law, not only such relative benefits but also the relative fault of the Company, on the one hand, and GLC, on the other hand, in connection with the matters as to which such Liabilities or Expenses relate, as well as any other relevant equitable considerations. Relative benefits received by the Company, on the one hand, and GLC, on the other hand, shall be deemed to be in the same proportion as (x) the total value of the aggregate cash consideration, securities or any other property paid or received or contemplated to be paid or received by the Company, and its security holders, creditors or other affiliates, as the case may be, pursuant to the Transaction(s) or proposed Transaction(s) (whether or not consummated) contemplated by the engagement under the Agreement, bears to (y) the fees received or contemplated to be received by GLC under the Agreement. Notwithstanding the foregoing, in no event shall any Indemnified Persons be required to contribute an aggregate amount in excess of the amount of fees actually received by GLC from the Company pursuant to the Agreement.

No Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its respective owners, parents, affiliates or security holders for or in connection with advice or Services rendered or to be rendered by any Indemnified Person pursuant to the Agreement, the transactions contemplated thereby or any Indemnified Person's actions or inactions in connection with any such advice, Services or transactions except for Liabilities (and related Expenses) of the Company that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review, to have resulted solely from such Indemnified Person's gross negligence or willful misconduct in connection with any such advice, actions, inactions or Services, provided that, in no event shall any Indemnified Person be liable to the Company in an aggregate amount in excess of the amount of fees actually received by GLC pursuant to the Agreement.

The Company shall not enter into any agreement or arrangement with respect to, or effecting, any (i) merger, statutory exchange or other business combination or proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets, or (ii) significant recapitalization or reclassification of its outstanding securities that does not, in each case, directly or indirectly provide for the assumption of the obligations of the Company to GLC as set forth in this Agreement, unless such agreement provides for the assumption of such obligations by another party, insurance, surety bonds, the creation of an escrow, or other arrangements, in each case in an amount and upon terms and conditions reasonably satisfactory to, and approved in writing by, GLC.

These indemnification, contribution and other provisions of this **Schedule I** shall: (i) remain operative and in full force and effect regardless of any termination of the Agreement or completion

of the engagement by GLC; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of each Indemnified Person; and (iii) be in addition to any other rights that any Indemnified Person may have.

Schedule II

For the purposes hereof, the term “Aggregate Consideration” shall mean the total amount of all cash plus the total value (as determined pursuant hereto) of all securities, contractual arrangements (including, without limitation, any lease arrangements or put or call agreements) and other consideration, including, without limitation, any contingent or earned consideration, paid or payable, directly or indirectly, in connection with a Sale Transaction (including, without limitation, amounts paid (i) pursuant to covenants not to compete, employment contracts, employee benefit plans, management fees or other similar arrangements, and (ii) to holders of any warrants, stock purchase rights or convertible securities of the Company and to holders of any options or stock appreciation rights issued by the Company, whether or not vested). Aggregate Consideration shall also include the amount of any short-term liabilities (including, without limitation, any trade or ordinary course liabilities) and any long-term liabilities of the Company (including without limitation, the principal amount of any indebtedness for borrowed money and capitalized leases and the full amount of any off-balance sheet financings) (x) repaid, defeased or retired, directly or indirectly, in connection with or in anticipation of a Sale Transaction or (y) existing on the Company’s balance sheet at the time of a Sale Transaction (if such Sale Transaction takes the form of a merger, consolidation or a sale of stock or partnership interests) or assumed in connection with a Sale Transaction (if such Sale Transaction takes the form of a sale of assets). For purposes of calculating the amount of revolving credit debt in the preceding sentence, the arithmetic mean of the amount of revolving credit debt outstanding on the last day of each month during the 12 months preceding the closing of the Sale Transaction will be used. In the event such Sale Transaction takes the form of a sale of assets, Aggregate Consideration shall include (i) the value of any current assets not purchased, minus (i) the value of any current liabilities not assumed. In the event such Sale Transaction takes the form of a recapitalization, restructuring, spin-off, split-off or similar transaction, Aggregate Consideration shall include the fair market value of (i) the equity securities of the Company retained by the Company’s security holders following such Sale Transaction and (ii) any securities received by the Company’s security holders in exchange for or in respect of securities of the Company following such Sale Transaction (all securities received by such security holders being deemed to have been paid to such security holders in such Sale Transaction). Any securities (other than a promissory note) will be valued as follows (i) if such securities are traded on a stock exchange, the securities will be valued (as reported in The Wall Street Journal or other reputable source reasonably designated by GLC if The Wall Street Journal does not publish such closing prices) at the average last sale or closing price for the 5 trading days immediately prior to the announcement of the Sale Transaction; (ii) if such securities are traded primarily in over-the-counter transactions, the securities will be valued at the mean of the closing bid and asked quotations similarly averaged over a 5-trading-day period immediately before the announcement of the Sale Transaction; and (iii) if such securities have not been traded before the announcement of the Sale Transaction, the value of such securities shall be as determined in good faith by GLC. Notwithstanding the foregoing (i)-(iii), if such securities are granted and issued as Consideration as part of the Sale Transaction, then in lieu of the foregoing (i)-(iii), the value of such securities will be the value directly ascribed to such securities in the definitive agreements, or if not so ascribed, then this sentence shall not apply. Warrants and options shall be valued using the treasury stock method without giving effect to tax implications; and any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by GLC. Notwithstanding anything to the contrary contained herein, debt securities shall be valued at their stated principal amount without applying a discount thereto. If the consideration to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted into U.S. dollars at the

prevailing exchange rate on the date or dates on which such consideration is payable. Aggregate Consideration shall also include (aa) the face amount of any liabilities tendered as purchase price in connection with any credit bid; and (bb) amounts paid into escrow at the time such escrow is established (without future adjustment); and (cc) in the case of compensation attributable to any part of the Aggregate Consideration which is contingent upon some future event (*e.g.*, the realization of earnings projections), amounts paid to the selling party(ies) (at the time such amounts are paid). As used in this Agreement, the terms “payment,” “paid” or “payable” shall be deemed to include, as applicable, the issuance or delivery of securities or other property other than cash.



As of August 12, 2025

Private and Confidential

Maverick Gaming LLC
12530 NE 144th St.
Kirkland, WA 98034
Attention: Jeff Seery, Chief Financial Officer

Ladies and Gentlemen:

This letter agreement (this "**Letter Agreement**"), is delivered in connection with that certain Engagement Letter dated April 17, 2025 (the "**Agreement**"), by and among Maverick Gaming LLC (collectively, with its subsidiaries and its affiliates, the "**Company**"), and GLC Advisors & Co., LLC and GLC Securities, LLC (collectively, "**GLC**"). All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

The parties hereby acknowledge and agree that they desire to amend certain provisions of the Agreement as follows:

1. Section 2(a) of the Agreement titled "Monthly Advisory Fees" shall be deleted in its entirety and replaced with the following:

"(a) Monthly Advisory Fees: subject to the immediately following paragraph, a monthly advisory fee of \$150,000 (each, a "**Monthly Advisory Fee**"), payable in advance for the period commencing on the Effective Date, with the first payment due upon execution of this Agreement and subsequent payments due on each monthly anniversary of the Effective Date. Each Monthly Advisory Fee is earned in full when due. In addition, a one-time credit of 50% of the Monthly Advisory Fees in excess of \$550,000 actually paid to GLC under this Agreement will be applied against the Restructuring Fee, on a dollar for dollar basis up to 100% of the Restructuring Fee.

If the Company has entered into one or more Transaction agreements and/or a Plan collectively relating to a sale or disposition of substantially all of the equity or assets of the Company and the only remaining condition precedent of the Company's obligations to closing of such Transactions and/or consummation of such Plan (to the extent the conditions require the Company's performance or action) are obtaining any governmental approvals or consents, then any unpaid Monthly Advisory Fees accrued shall remain due but no further Monthly Advisory Fee shall accrue from the time the last of such Transaction agreements or Plan is entered into until the last to occur of the closing of any applicable Transaction of consummation of the Plan. During such period, GLC shall not be required to perform any services under this Agreement, but this Agreement shall otherwise remain in full force and effect."

2. Section 2(b) of the Agreement titled "Financing Transaction Fee" shall be deleted in its entirety and replaced with the following:

"(b) Financing Transaction Fee: a fee equal to \$100,000 (the "**Financing Transaction Fee**") which the parties agree has been earned prior to the date of this Agreement. The Financing Transaction Fee shall be payable in cash in full at the next closing of the Company's debtor-in-possession Financing Transaction."

3. Section 2(c) of the Agreement titled "Sale Transaction Fee" shall be deleted in its entirety and replaced with the following:

"(c) Sale Transaction Fee: a fee equal to 1.5% of the Aggregate Consideration (as defined on **Schedule II**) (the "**Sale Transaction Fee**") of each Sale Transaction; provided, however, that for any Sale Transaction that is a credit bid by existing secured creditors of the Company (a "**Credit Bid Sale Transaction**"), the Sale Transaction Fee shall be reduced to a fee equal to 0.5% of the Aggregate Consideration. Each Sale Transaction Fee shall be earned upon the entry of a sale order by the bankruptcy court for the applicable Transaction and payable upon consummation of each Transaction. For the avoidance of doubt, the PokerCo Sale Transaction Fee will be payable upon consummation of the PokerCo Sale Transaction.

Sale Transaction Fees shall be credited against the Restructuring Fee as follows:

- (i) A one-time credit of 50% of the Sale Transaction Fee paid to GLC by the Company as a result of the sale of PokerCo to the stalking horse bidder as such sale is currently constructed will be applied once against any Restructuring Fee earned and payable to GLC on a dollar-for-dollar basis up to 100% of such Restructuring Fee. For the avoidance of doubt, if PokerCo is sold for Aggregate Consideration in excess of \$16,000,000, there shall be no credit applied against the Restructuring Fee; and
- (ii) For any Sale Transaction not addressed in clause (i), a one-time credit of 100% of any Sale Transaction Fee paid to GLC by the Company will be applied once against any Restructuring Fee earned and payable to GLC on a dollar-for-dollar basis up to 100% of such Restructuring Fee.

4. The first paragraph of Section 2(d) of the Agreement titled "Restructuring Fee" shall be deleted in its entirety and replaced with the following:

"(d) Restructuring Fee: a fee of \$2,000,000 (payable directly out of the gross proceeds of any Restructuring, if available) which shall be earned upon the entry of a sale order by the bankruptcy court and payable upon consummation of the Restructuring (the "**Restructuring Fee**"). For the avoidance of doubt, the following will not be considered a Restructuring and no Restructuring Fee will be due as a result: (i) a sale of PokerCo, by

itself, (ii) a rejection, assumption, or modification of any contracts or leases or (iii) a conversion of the chapter 11 cases to cases under chapter 7.”

Except as modified in this Letter Agreement all other provisions of the Agreement shall remain in full force and effect. This Letter Agreement may not be amended, restated, supplemented or modified except in a writing signed by the parties. The parties acknowledge and agree further that this Letter Agreement (i) shall be governed by and shall be construed and enforced in accordance with, the laws of the state of New York, (ii) may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or “.pdf”) shall be enforced as originals, and (iii) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and that if any conflict shall arise between this Letter Agreement and the Agreement, this Letter Agreement shall govern.

[Signature Pages to Follow]

If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon, as of the date first above written, this Letter Agreement and your acceptance shall constitute a binding agreement between us.

GLC Advisors & Co., LLC

By: _____

Name: MICHAEL SELLINGER
Managing Director

By: _____

Name:
Managing Director

GLC Securities, LLC

By: _____

Name: MICHAEL SELLINGER
Managing Director

By: _____

Name:
Managing Director

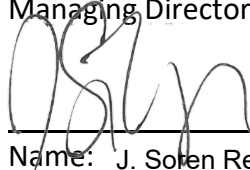
If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon, as of the date first above written, this Letter Agreement and your acceptance shall constitute a binding agreement between us.

GLC Advisors & Co., LLC

By: _____

Name:

Managing Director



By: _____

Name: J. Soren Reynertson

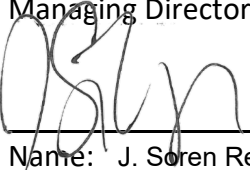
Managing Director

GLC Securities, LLC

By: _____

Name:

Managing Director



By: _____

Name: J. Soren Reynertson

Managing Director

Accepted and agreed to as of the date first above written:

COMPANY:

Maverick Gaming LLC

By: Jeff Seery
Name: Jeff Seery
Title: Chief Financial Officer
Address: 12530 NE 144th St.
Kirkland, WA 98034

EXHIBIT B

Seller Declaration

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

	X	
	:	
In re:	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DECLARATION OF MICHAEL SELLINGER IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF GLC ADVISORS & CO., LLC AND GLC
SECURITIES, LLC AS INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS
IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

I, Michael Sellinger, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am a Managing Director at GLC Advisors & Co., LLC and GLC Securities, LLC (collectively, “**GLC**”), and one of the lead restructuring advisors involved in these chapter 11 cases (together, the “**Chapter 11 Cases**”), that maintains offices at 600 Lexington Avenue, New York, New York 10022. GLC is the proposed exclusive investment banker to the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”). GLC was retained by the Debtors in April 2025. I submit this declaration (this “**Declaration**”) in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of GLC Advisors & Co., LLC and GLC Securities, LLC as Investment Banker for the Debtors and Debtors in Possession, Effective as of the Petition Date*, filed contemporaneously herewith (the “Application”).²

¹ A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/RunItOneTime/>. The Debtors' mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

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

2. The statements in this Declaration, except where specifically noted, are based on (a) my personal knowledge, (b) information regarding the Debtors' operations and finances that I or the GLC team that I supervise obtained from the Debtors' advisors or employees, (c) the Debtors' books, records and relevant documents, (d) information provided to me by employees of GLC working under my supervision, and/or (e) my opinions, experience and knowledge as a restructuring professional. Specifically, I have overseen the GLC team, which, since April 2025, has served as investment banker to the Debtors in these Chapter 11 Cases. I am over the age of 18 and authorized to submit this Declaration. If called to testify, I could and would testify to the facts and the opinions set forth herein.

3. To the extent that any information disclosed herein requires subsequent amendment or modification upon GLC's completion of further analysis or as additional creditor information becomes available to it, one or more supplemental declarations will be submitted to the Court reflecting the same.

QUALIFICATIONS

4. GLC is a leading independent investment banking firm, with offices in New York, San Francisco, Los Angeles, and Denver. GLC is frequently ranked among the top ten restructuring advisors in the United States by Refinitiv (f/k/a Thomson Reuters). GLC's professionals include those who have previously served as the heads of restructuring and leveraged finance teams at Credit Suisse First Boston LLC; Donaldson, Lufkin & Jenrette Securities Corporation; Morgan Stanley & Co. International PLC; Smith Barney Inc.; and UBS Investment Bank. GLC is highly qualified to advise on strategic alternatives and its professionals have extensive experience in deals involving complex financial and operational restructurings.

5. GLC and its professionals have worked with financially troubled companies and their stakeholders in a variety of industries in complex financial restructurings, both in chapter 11

cases and out-of-court proceedings. GLC's professionals have served as advisors to companies, creditors, and other stakeholders in dozens of restructurings. More specifically, GLC has acted as the investment banker and/or financial advisor to debtors, creditors, ad hoc groups and creditors' committees, as applicable, in the following cases: *In re Meier's Wine Cellars Acquisition, LLC*, No. 24-11575 (Bankr. D. Del. Sept. 3, 2024) [Docket No. 247]; *In re Near Intelligence, Inc.*, No. 23-11962 (Bankr. D. Del. Jan 9, 2024) [Docket No. 143]; *In re Invacare Corp.*, No. 23-90068 (Bankr. S.D. Tex. Jan. 31, 2023); *In re Nogin, Inc.*, No. 23-11945 (Bankr. D. Del. Dec. 5, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (Bankr. D. Del. Aug. 23, 2022); *In re Stimwave Techs. Inc.*, No. 22-10541 (Bankr. D. Del. June 15, 2022); *In re Riverbed Tech., Inc.*, No. 21-11503 (Bankr. D. Del. Nov. 16, 2021); *In re Basic Energy Servs., Inc.*, No. 16-12320 (Bankr. D. Del. Oct. 25, 2016); *In re Greensill Cap. Inc.*, No. 21-10561 (Bankr. S.D.N.Y. Mar. 25, 2021); *In re Alpha Media Holdings. LLC*, No. 21-30209 (Bankr. E.D. Va. Jan. 25, 2021); *In re Guitar Center, Inc.*, No. 20-34656 (Bankr. E.D. Va. Nov. 21, 2020); *In re The Hertz Corp.*, No. 20-11247 (Bankr. D. Del. May 22, 2020); *In re Southern Foods Group, LLC*, No. 19-36313 (Bankr. S.D. Tex. Nov. 12, 2019); *In re uBiome, Inc.*, No. 19-11938 (Bankr. D. Del. Sept. 4, 2019); *In re FirstEnergy Solutions Corp.*, No. 18-50757 (Bankr. N.D. Ohio Mar. 31, 2018); *In re iHeartMedia, Inc.*, No. 18-31274 (Bankr. S.D. Tex. Mar. 14, 2018); *In re Brookstone Holds. Corp.*, No. 18-11780 (Bankr. D. Del. Aug. 2, 2018); *In re Toys "R" Us, Inc.*, No. 17-34665 (Bankr. E.D. Va. Sept. 19, 2017); *In re The Fin. Oversight and Mgmt. Bd. for Puerto Rico*, No. 17-3283 (D.P.R. May 3, 2017); *In re Fallbrook Techs. Inc.*, No. 18-10384 (Bankr. D. Del. Feb. 26, 2018); *In re UCI Int'l, LLC*, No. 16-11354 (Bankr. D. Del. June 2, 2016); *In re RCS Cap. Corp.*, No. 16-10223 (Bankr. D. Del.); *In re Essar Steel Algoma Inc., et al.*, No. 15-12271 (Bankr. D. Del. Jan. 31, 2016); *In re Colt Hold. Comp. LLC*, No. 15-11296 (Bankr. D. Del. June 14, 2015); *In re*

RadioShack Corp., No. 15-10197 (Bankr. D. Del. Feb. 5, 2015); *In re Caesars Ent. Operating Co., Inc.*, No. 15-01145 (Bankr. N.D. Ill. Jan. 15, 2015); *In re LightSquared Inc.*, No. 12-12080 (Bankr. S.D.N.Y. May 14, 2012); *In re Ahern Rentals, Inc.*, No. 11-53860 (Bankr. D. Nev. Dec. 22, 2011); *In re The McClatchy Company*, No. 20-10418, (Bankr. S.D.N.Y.); *In re Station Casinos, Inc.*, No. 09-52470 (D. Nev.); *In re The Majestic Star Casino, LLC*, No. 09-14136 (Bankr. D. Del.).

6. I have over 20 years of experience in investment banking assignments, focused on distressed and restructuring situations. Prior to helping found GLC in 2009, I was a Director in UBS Group AG's restructuring and growth capital groups, where I focused on the restructuring of distressed debt and the new issuance of bank loans and high-yield bonds. Prior to joining UBS Group AG, I was an Associate in the restructuring group of Donaldson, Lufkin & Jenrette (predecessor in interest to Credit Suisse First Boston LLC), where I began my career as an investment banking Analyst in Los Angeles. I have a Bachelors in Business Administration from the Stephen M. Ross School of Business at the University of Michigan, where I graduated with High Distinction.

7. During the course of my career, I have participated in several court-supervised chapter 11 processes, including the provision of debtor-in-possession financing. My restructuring experience includes representing debtors, creditor groups, purchasers, potential purchasers, and other significant stakeholders in a number of complex financial restructurings and bankruptcy-related processes, including, without limitation, the chapter 11 bankruptcy proceedings of Ahern Rentals, Brookstone, Caesars Entertainment, Guitar Center, iHeartMedia, LightSquared, Majestic Star, The McClatchy Companies, RadioShack, Station Casinos, and Toys "R" Us.

SERVICES TO BE PROVIDED

8. Subject to further order of the Court, and as more fully described in and consistent with the Engagement Letter³, GLC's services prior to and in the Chapter 11 Cases may include the following:

- a. advising and assisting the Company in examining, analyzing, developing, structuring and negotiating the financial aspects of any potential or proposed strategy for a Transaction (as defined in the Application and Engagement Letter);
- b. assisting the Company in soliciting, coordinating and evaluating indications of interest and proposals, tenders and consents in connection with any Transaction (except in connection with a Transaction intended to comply with the requirements of Section 3(a)(9) of the Securities Act of 1933, as amended);
- c. providing expert advice and testimony regarding financial matters related to any Transaction(s), if necessary;
- d. attending meetings of and advising and otherwise communicating with the Company's Board of Directors, creditor groups and other interested parties, as GLC and the Company determine to be necessary or desirable; and
- e. providing such other financial advisory services as may be agreed in writing between GLC and the Company.

9. The terms of the Engagement Letter were negotiated at arm's length between the Debtors and GLC and reflect the parties' mutual agreement as to the substantial efforts that have been and will continue to be required in this engagement. GLC will carry out unique functions and will use reasonable efforts to coordinate with the Debtors and the other professionals retained in the Chapter 11 Cases to avoid any unnecessary duplication of services.

PROFESSIONAL COMPENSATION

10. GLC's decision to advise and assist the Debtors in connection with the Chapter 11 Cases is subject to its ability to be retained in accordance with the terms of the Engagement Letter,

³ The summary of the Engagement Letter in this Declaration is qualified in its entirety by reference to the provisions of the Engagement Letter. Capitalized terms used but not otherwise defined in this section shall have the meanings ascribed to them in the Engagement Letter.

as modified by the Proposed Order, pursuant to section 328(a), and not section 330, of the Bankruptcy Code. As more fully described in the Engagement Letter, in consideration of the services provided by GLC, the Debtors have agreed to pay GLC during the Chapter 11 Cases according to the following terms (the “*Fee and Expense Structure*”):⁴

- a. Monthly Advisory Fees: a monthly advisory fee of \$150,000 (each, a “*Monthly Advisory Fee*”), payable in advance for the period commencing on the Effective Date of the Engagement Letter, with the first payment due upon execution of the Agreement and subsequent payments due on each monthly anniversary of the Effective Date of the Engagement Letter. Each Monthly Advisory Fee is earned in full when due. In addition, a one-time credit of 50% of the Monthly Advisory Fees in excess of \$550,000 actually paid to GLC under the Agreement will be applied against the Restructuring Fee, on a dollar-for-dollar basis up to 100% of the Restructuring Fee.

If the Company has entered into one or more Transaction agreements and/or a Plan collectively relating to a sale or disposition of substantially all of the equity or assets of the Company and the only remaining condition precedent of the Company’s obligations to closing of such Transactions and/or consummation of such Plan (to the extent the conditions require the Company’s performance or action) are obtaining any governmental approvals or consents, then any unpaid Monthly Advisory Fees accrued shall remain due but no further Monthly Advisory Fee shall accrue from the time the last of such Transaction agreements or Plan is entered into until the last to occur of the closing of any applicable Transaction or consummation of the Plan. During such period, GLC shall not be required to perform any services under the Agreement, but the Agreement shall otherwise remain in full force and effect.

- b. Financing Transaction Fee: a fee equal to \$100,000 (the “*Financing Transaction Fee*”) which the parties agree has been earned prior to the date of the Agreement. The Financing Transaction Fee shall be payable in cash in full at the next closing of the Company’s debtor-in-possession Financing Transaction.
- c. Sale Transaction Fee: a fee equal to 1.5% of the Aggregate Consideration (as defined on Schedule II of the Engagement Letter) (the “*Sale Transaction Fee*”) of each Sale Transaction; provided, however, that for any Sale Transaction that is a credit bid by existing secured creditors of the Company (a “*Credit Bid Sale Transaction*”), the Sale Transaction Fee shall be reduced to a fee equal to 0.5% of the Aggregate Consideration. Each Sale Transaction Fee shall be earned upon the entry of a sale order by the bankruptcy court for the applicable Transaction and payable upon consummation of

⁴ The summary of the Fee and Expense Structure in this Application is qualified in its entirety by reference to the provisions of the Engagement Letter. To the extent there is any discrepancy between the summary contained in the Application and this Declaration and the terms set forth in the Engagement Letter, the terms of the Engagement Letter shall govern.

each Transaction. For the avoidance of doubt, the PokerCo Sale Transaction Fee will be payable upon consummation of the PokerCo Sale Transaction.

Sale Transaction Fees shall be credited against the Restructuring Fee as follows:

- (iii) A one-time credit of 50% of the Sale Transaction Fee paid to GLC by the Company as a result of the sale of PokerCo to the stalking horse bidder as such sale is currently constructed will be applied once against any Restructuring Fee earned and payable to GLC on a dollar-for-dollar basis up to 100% of such Restructuring Fee. For the avoidance of doubt, if PokerCo is sold for Aggregate Consideration in excess of \$16,000,000, there shall be no credit applied against the Restructuring Fee; and
 - (iv) For any Sale Transaction not addressed in clause (i), a one-time credit of 100% of any Sale Transaction Fee paid to GLC by the Company will be applied once against any Restructuring Fee paid to GLC by the Company will be applied once against any Restructuring Fee earned and payable to GLC on a dollar-for-dollar basis up to 100% of such Restructuring Fee.
- d. Restructuring Fee: a fee of \$2,000,000 (payable directly out of the gross proceeds of any Restructuring, if available) which shall be earned upon the entry of a sale order by the bankruptcy court and payable upon consummation of the Restructuring (the “**Restructuring Fee**”). For the avoidance of doubt, the following will not be considered a Restructuring and no Restructuring Fee will be due as a result: (i) a sale of PokerCo, by itself, (ii) a rejection, assumption, or modification of any contracts or leases or (iii) a conversion of the chapter 11 cases to cases under chapter 7.
- e. Expense Reimbursement: GLC shall be entitled to monthly reimbursement from the Company of reasonable out-of-pocket expenses incurred in connection with the services to be provided under the Engagement Letter (including, without limitation, travel fees, document production fees, GLC’s reasonable out-of-pocket fees and expenses for outside legal counsel and other professional advisors incurred in connection with the negotiation and performance of the Engagement Letter and the matters contemplated thereby, and sales, use or similar tax incurred thereon, and including, in connection with any Bankruptcy Case(s), GLC’s retention in such case(s) and any fee issues or disputes that may arise, including defending its fee applications), whether or not a Transaction occurs or is consummated.
- f. Termination Fee: If, during the term of GLC’s engagement or as set forth in the last sentence of Section 4(b) of the Engagement Letter, the Company and/or any of its subsidiaries or affiliates receives compensation pursuant to any provision contained in such agreement related thereto (the “**Termination Payment**”), then a cash fee equal to 10% (the “**Termination Fee**”) of the Termination Payment, which shall be payable to GLC promptly following the Company’s and/or any of its subsidiaries or affiliates’ receipt of such Termination Payment, provided that the Termination Fee will not exceed the Transaction Fee that would have been payable had such Transaction been completed, and any Monthly Advisory Fees paid will be credited without duplication

and only to the extent not previously credited. For purposes of calculating the Termination Fee, the Termination Payment shall include any judgment for damages, any amount or other consideration received by the Company and/or its subsidiaries or affiliates in settlement of any dispute as a result of such termination or other failure to consummate the Transaction, as well as the fair value of any options granted to the Company and/or its subsidiaries or affiliates (pursuant to any cross option agreement, comparable provision or otherwise).

11. The Fee and Expense Structure is consistent with GLC's typical compensation for work of this nature. It is GLC's policy to charge its clients for all disbursements and expenses incurred in the rendition of services, including reasonable fees and expenses of its outside counsel. Further, the Fee and Expense Structure is comparable to those generally charged by investment banking firms of similar stature to GLC and for comparable engagements, both in and out-of-court, and reflect a balance between a fixed, monthly fee and a contingency amount that is tied to the consummation and closing of certain transactions as contemplated in the Engagement Letter.

12. The Engagement Letter was negotiated at arm's length and in good faith, and I believe that the provisions contained therein are reasonable terms and conditions of GLC's employment by the Debtors.

13. With respect to the Engagement Letter's indemnification provisions, as summarized in the Application and more fully described in Schedule I of the Engagement Letter, indemnification is a standard term of the market for investment bankers. The indemnity, moreover, is comparable to those generally obtained by investment banking firms of similar stature to GLC and for comparable engagements, both in and out-of-court. The Engagement Letter's indemnification and contribution provisions were fully negotiated by the Debtors and GLC at arm's-length and in good faith, and I respectfully submit that these indemnification and contribution provisions of the Engagement Letter are reasonable, subject to the modifications set forth in the Proposed Order.

14. Other than as set forth above, there is no proposed arrangement between the Debtors and GLC for compensation to be paid in the Chapter 11 Cases. GLC has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code. GLC is willing to be retained by the Debtors as their investment banker and will, subject to the waivers requested in the Application and herein, submit appropriate monthly, interim and final fee applications for compensation and reimbursement of out-of-pocket expenses in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court.

15. GLC will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in the Chapter 11 Cases. Specifically, GLC will maintain summary records in half-hour (0.50) increments describing, in a summary format, each professional's tasks on a daily basis, including reasonably detailed descriptions of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors. To the extent that GLC would otherwise be required to submit more detailed time records for its professionals by the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, or other applicable procedures and orders of the Court, or encouraged to do so by the U.S. Trustee Guidelines, GLC respectfully requests that the Court waive such requirements.

16. During the 90-day period before the Petition Date, GLC received the following from the Debtors: \$400,000.00 in monthly fees and \$7,411.08 in expense reimbursements. Within one year prior to the Petition Date, the Debtors paid GLC \$400,000.00 in fees. As of the Petition Date, the Debtors did not owe GLC for any fees or expenses incurred prior to the Petition Date. It is possible that certain expenses that were incurred by GLC that are reimbursable were not yet

reflected on GLC's books and records as of the Petition Date. Upon entry of an order approving the Application, GLC will waive any claim for such unreimbursed expenses in excess of amounts paid to GLC prepetition.

GLC'S DISINTERESTEDNESS

17. GLC has performed a conflict search of the list of parties in interest provided by the Debtors attached hereto as Schedule 1 (the "*Parties in Interest*") and parties that have signed non-disclosure agreements with the Debtors. Based on the results, to the best of my knowledge, other than as set forth below: (a) GLC has no relevant connection with any of the Parties in Interest, including the Debtors, the Debtors' creditors, the U.S. Trustee, or any person employed in the office of U.S. Trustee; (b) GLC is not a creditor, equity security holder, or insider of any of the Debtors; (c) neither GLC nor any of its professionals is or was, within two years of the Petition Date, a director, officer, or employee of any of the Debtors; and (d) GLC does not hold or represent an interest materially adverse to any of the Debtors, their estates, or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in any of the Debtors, or for any other reason known to GLC.

18. As a result of GLC's conflict search, I have thus far ascertained that, in each case, upon information and belief, GLC has the following connections with the Parties in Interest set forth on Schedule 2 hereto:

a. As part of its diverse practice, GLC appears in numerous cases, proceedings and transactions involving many different professionals, including attorneys, accountants, investment bankers and financial consultants, some of which may represent claimants or certain of the Parties in Interest. In addition, GLC has in the past and will likely in the future be working with or against other professionals involved in these cases in matters unrelated thereto. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors or their estates herein, and none are in connection with the Chapter 11 Cases.

b. In the ordinary course of business, GLC utilizes the services of certain of the Parties in Interest set forth on Schedule 2. Based on GLC's current knowledge of the Parties in Interest, and to the best of my knowledge, none of these ordinary course business relationships constitute interests materially adverse to the Debtors or their estates.⁵

19. In addition, Global Leveraged Capital Holdings, LLC ("**GLCH**," together with its subsidiaries, the "**Company**"), the parent company of GLC, is a private investment and advisory firm and, together with its subsidiaries and affiliates, is involved in a wide range of investment banking and other activities, focused on the middle market. GLCH engages in two key activities: investment banking through GLC Advisors & Co., LLC ("**GLC Advisors**") and private capital investments through GLC Investment Advisors, LLC ("**GLCIA**").

20. GLC Advisors' securities transactions are conducted through GLC Securities, LLC ("**GLC Securities**"), GLC Advisors' broker-dealer affiliate, which is a member of FINRA and SIPC. Only GLC Advisors and GLC Securities are being retained in this matter. GLCIA is an exempt registered investment advisor and invests debt and equity capital in leveraged buyouts, strategic acquisitions, recapitalizations, restructurings and growth financings. GLCIA also invests in distressed companies and acts as lead arranger in leveraged transactions. GLCIA and GLC Securities are subject to regulation by U.S. federal and state regulatory agencies and securities exchanges and by regulators and exchanges in major markets where they each conducts their respective businesses.

21. Each of GLC's businesses are separate from GLCIA's business. There is an information barrier between GLC and GLCIA and, among other things, no electronic files or servers are shared, and no GLCIA personnel have access to GLC's files related to the Debtors and

⁵ GLC may provide services to, or has provided services to, committees, ad hoc groups of noteholders or creditors in connection with certain restructuring engagements, which committees or groups include, or included, entities that appear on the Parties in Interest list, including those that signed non-disclosure agreements with the Debtors. GLC believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estate or any class of creditors or equity security holders in matters upon which GLC is to be employed.

no GLC personnel working on this matter have access to GLCIA files. Further, notwithstanding anything to the contrary contained in the Engagement Letter, GLC has not used and shall not use the services of GLCIA in respect of its engagement by the Debtors.

22. In addition, the Company's internal procedures include protecting any confidential information received in the course of its business activities and maintaining separation of personnel through the use of internal information barriers. The Company's personnel may only communicate any confidential information on a "need-to-know" basis to other personnel who (i) have a legitimate business justification in connection with their duties to know the confidential information and (ii) have no responsibilities or duties that are likely to give rise to a conflict of interest or appearance thereof or any misuse of such confidential information. In general, the Company's personnel may not use any confidential information obtained in the course of any business activity for any other purposes or for any other clients.

23. GLC (through personnel that are permitted to wall-cross) reviewed connections for at least the past three years between GLCH and its subsidiaries, including GLC, relating to each of their respective practices, against the list of parties in interest provided by the Debtors to GLC attached hereto as Schedule 1. Based on the results, to the best of my knowledge, other than as set forth herein or on Schedule 2: (i) GLCH and its subsidiaries, including GLC, are not creditors, equity security holders, or insiders of the Debtors; (ii) GLCH and its subsidiaries, including GLC, and its respective professionals, are not and were not, within two years of the Petition Date, a director, officer, or employee of the Debtors; (iii) GLCH and its subsidiaries, including, GLC, do not hold or represent an interest materially adverse to any of the Debtors, their 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, or for any other reason known to GLC; and (iv) none of the

principals or employees of GLCH or its subsidiaries, including GLC, is a relative of or has any known connection with the United States Trustee for Region 7, any known employee in the Office of the United States Trustee for the District of Texas, or any United States Bankruptcy Judge for the District of Texas (other than having appeared in the Bankruptcy Court on behalf of GLC's clients from time to time).

24. I do not believe that any of the representations or relationships recited above would give rise to a finding that GLC represents or holds an interest adverse to the Debtors or their estates. Accordingly, based upon GLC's current knowledge of the Parties in Interest and GLC's review of its files, I believe that GLC is a "disinterested person" and that GLC's employment is permissible under sections 327(a) and 328(a) of the Bankruptcy Code. However, given the large number of parties in interest in the Chapter 11 Cases, and despite GLC's efforts to identify and disclose its relationships with the Parties in Interest, I am unable to state with absolute certainty that every client relationship or other connection has been disclosed in this Declaration. GLC, therefore, has informed the Debtors that GLC will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new material facts or relationships are discovered or arise, GLC will use reasonable efforts to promptly file a supplemental declaration with the Court as required by Local Rule 2014-1(a).

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

Executed on August 13, 2025

/s/ Michael Sellinger
Michael Sellinger
Managing Director
GLC Advisors & Co., LLC and GLC
Securities, LLC

SCHEDULE 1

List of Parties in Interest

1. Debtors

RUNITONETIME LLC
MAVERICK ELKO LLC
MAVERICK NV LLC
MAVERICK WENDOVER LLC
CCI LEASING LLC
WENDOVER TRANSPORTATION, LLC
UTAH TRAILWAYS CHARTER BUS
COMPANY, LLC
CASINO CARAVANS, INC.
MAVERICK DESIGN LLC
E.GADS, LLC
MAVERICK COLORADO LLC
MAVERICK Z CASINOS LLC
COLORADO MG 1031 LLC
MAVERICK WASHINGTON LLC
MAVERICK GOLD LLC
MAVERICK ROMAN LLC
MAVERICK AMERICAN LLC
MAVERICK INDIANOLA LLC
MAVERICK CARIBBEAN LLC
MAVERICK WIZARDS LLC
MAVERICK EVERGREEN LLC
MAVERICK ALL STAR LLC
15743 AMBAUM LLC
MAVERICK ACQUISITIONS CANADA
ULC
MYERS LLC
NEVADA GOLD & CASINOS, INC
SKYWAY CENTER LLC
THE ROYAL CLUB LIMITED
LIABILITY COMPANY
GREAT AMERICAN GAMING
CORPORATION
NG WASHINGTON II HOLDINGS, LLC
NG WASHINGTON, LLC
NG WASHINGTON III, LLC
NG WASHINGTON II, LLC
EVERGREEN ENTERTAINMENT
CORPORATION
GRAND CENTRAL PROPERTIES
TUKWILA LLC

GRAND CENTRAL CASINO, INC.
GRAND CENTRAL PROPERTIES
TACOMA LLC
PAIR O' DICE INVESTMENTS LLC
GRAND CENTRAL PROPERTIES
EVERETT LLC
WASHINGTON GAMING, INC.
14040 GAMING, LLC
GAMING CONSULTANTS, INC
GAMING MANAGEMENT, INC
PUGET SOUND GAMING, LLC
RIVERSIDE CASINO, INC
EPSTEIN GAMING LLC
LA CENTER GAMING, LLC
PETE'S FLYING ACES, INC.
TACOMA CASINO, L.L.C.
MAVERICK KIRKLAND LLC
MAVERICK KIRKLAND II LLC
MAVERICK TUKWILA LLC
MAVERICK LAKEWOOD LLC
MAVERICK YAKIMA LLC
WENDOVER RESORTS OPERATOR,
LLC
RED GARTER OPERATOR, LLC
WENDOVER NUGGET OPERATOR, LLC
ELKO RESORTS OPERATOR, LLC
GOLD COUNTY OPERATOR, LLC
RED LION OPERATOR, LLC
HIGH DESERT OPERATOR LLC
COLORADO RESORTS OPERATOR LLC
JOHNNY Z CASINO OPERATOR LLC
GRAND Z CASINO OPERATOR LLC
Z CASINO BLACK HAWK OPERATOR
LLC
RUNITONETIME LLC
MAVERICK POKER OPERATOR LLC
RUNITONETIME TEXAS LLC
RUNITONETIME HOLDCO, INC.

2. Non-Debtor Affiliates

GRAND Z'S PROMOTIONAL
ASSOCIATION, LLC
JAN'S TAVERN LLC
JOHNNY Z'S PROMOTIONAL
ASSOCIATION, LLC

R PLACE TRUCK STOP JV, LLC
Z'S PROMOTIONAL ASSOCIATION,
LLC
EGADS DE MEXICO SA DE CA

3. **Debtors' Previous Names, Predecessors, and Related Entities**

EVERGREEN GAMING CORPORATION
MAVERICK LOUISIANA LLC
WENDOVER GAMING LLC
888 GAMING LLC
MAVERICK CASINOS LLC
MAVERICK GAMING HOLDCO, INC.
MAVERICK GAMING LLC

4. **Debtors' Restructuring and Other Significant Professionals**

BUTLER SNOW LLP	KROLL, LLC
GLC ADVISORS & CO., LLC	LATHAM & WATKINS LLP
HUNTON ANDREWS KURTH LLP	PORTAGE POINT PARTNERS LLP
KPMG LLP	

5. **Major Equity Holders¹**

BORDEN LP

6. **Current and Former Officers and Directors**

BACIGALUPI, JASON	HUANG, AARON
BELL, JENNIFER	MILLER, BRYAN
BELTRAM, JUSTIN	PERSSON, ERIC
DAILEY, JOHN	SEERY, JEFF
DOUGHTERTY, DENNIS	

7. **Independent Directors**

KELLER, TOBIAS
MCCALL, STEVE
PERKINS, LAWRENCE

8. **Trustees, Agents, and Other Secured Parties**

4240944 MANITOBA LIMITED	AG CENTRE STREET PARTNERSHIP, L.P.
ABBOTT ABBVIE MULTIPLE EMPLOYER PENSION PLAN TRUST	AG CORPORATE CREDIT OPPORTUNITIES FUND, L.P.
ABBOTT LABORATORIES ANNUITY RETIREMENT TRUST	AG MM, L.P.
AG CATALOOCHIEE, L.P.	AG SUPER FUND MASTER, L.P.
AG CC FUNDING I, LTD.	ALTER DOMUS (US) LLC
AG CC FUNDING II, LTD.	AMCON DISTRIBUTING COMPANY
	ANGELO, GORDON & CO., L.P.

¹ For purposes of this list, major equity holders are considered to be persons or entities who hold in excess of 1% of the Debtors' equity securities. To the extent the identities of such holders are later revealed through other avenues, such as periodic securities filings, this list will be updated to reflect the names of such holders.

ANKURA TRUST COMPANY, LLC
 BANK OF NEVADA
 BARCLAYS BANK PLC
 BLACKROCK
 BLACKROCK CAPITAL ALLOCATION
 TERM TRUST
 BLACKROCK COLLECTIVE FUND
 BLACKROCK GLOBAL ALLOCATION
 FUND AUST
 BLACKROCK GLOBAL ALLOCATION
 FUND, INC.
 BLACKROCK GLOBAL ALLOCATION
 PORTFOLIO OF BLACKROCK SERIES
 FUND, INC.
 BLACKROCK GLOBAL ALLOCATION
 V.I. FUND OF BLACKROCK
 VARIABLE SERIES FUNDS, INC.
 BLACKROCK GLOBAL LONG/SHORT
 CREDIT FUND OF BLACKROCK
 FUNDS IV
 BLACKROCK STRATEGIC GLOBAL
 BOND FUND, INC.
 BLACKROCK TOTAL RETURN BOND
 FUND
 BLACKROCK TOTAL RETURN FUND
 OF BLACKROCK BOND FUND, INC.
 BLAIR FUNDING LLC
 BRIGHOUSE FUNDS TRUST II -
 BLACKROCK BOND INCOME
 PORTFOLIO
 BRUNSWICK BOWLING PRODUCTS,
 LLC
 C T CORPORATION SYSTEM
 CERBERUS CAPITAL MANAGEMENT,
 L.P.
 CERBERUS CORPORATE CREDIT
 FUND, L.P.
 CLIFFORD FAMILY TRUST
 COMMERCE BANK OF WASHINGTON
 BLACKROCK STRATEGIC INCOME
 OPPORTUNITIES PORTFOLIO OF
 BLACKROCK FUNDS V
 CERBERUS CAPITAL MANAGEMENT,
 L.P.
 DEUTSCHE BANK AG NEW YORK
 BRANCH
 DRYDEN 104 CLO, LTD.
 DRYDEN 105 CLO, LTD.
 DRYDEN 106 CLO, LTD.
 DRYDEN 108 CLO, LTD.
 DRYDEN 109 CLO, LTD.

DRYDEN 112 CLO, LTD.
 DRYDEN 113 CLO, LTD.
 DRYDEN 37 SENIOR LOAN FUND
 DRYDEN 38 SENIOR LOAN FUND
 DRYDEN 40 SENIOR LOAN FUND
 DRYDEN 41 SENIOR LOAN FUND
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 DRYDEN 49 SENIOR LOAN FUND
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 DRYDEN 86 CLO, LTD.
 DRYDEN 87 CLO, LTD.
 DRYDEN 90 CLO, LTD.
 DRYDEN 92 CLO, LTD.
 DRYDEN 93 CLO, LTD.
 DRYDEN 94 CLO, LTD.
 DRYDEN 95 CLO, LTD.
 DRYDEN 97 CLO, LTD.
 DRYDEN 98 CLO, LTD.
 FINANCE UNLIMITED, LLC
 FIRST AMERICAN TITLE INSURANCE
 COMPANY
 FIXED INCOME OPPORTUNITIES
 NERO, LLC
 GBANK
 GREAT ELM CAPITAL CORP.
 GREAT ELM GROUP
 GROOVE FINANCIAL SERVICES
 HARTFORD LOW DURATION HIGH
 INCOME FUND
 HG VORA CAPITAL MANAGEMENT,
 LLC

HG VORA OPPORTUNISTIC CAPITAL
MASTER FUND LP
HG VORA SPECIAL OPPORTUNITIES
MASTER FUND, LTD.
IMAGE FINANCE LLC
INTERNAL REVENUE SERVICE - CCP
LIEN UNIT
JNL/BLACKROCK GLOBAL
ALLOCATION FUND
KING STREET CAPITAL
MANAGEMENT LP
KING STREET EUROPE
KITSAP BANK
LEXICON BANK
LVIP BLACKROCK GLOBAL
ALLOCATION FUND
MIDOCEAN CREDIT CLO II
MIDOCEAN CREDIT CLO III
MIDOCEAN CREDIT CLO IX
MIDOCEAN CREDIT CLO VI
MIDOCEAN CREDIT CLO VIII
MIDOCEAN CREDIT CLO X
MIDOCEAN CREDIT FOCUS FUND I
L.P.
MIDOCEAN CREDIT OPPORTUNITY
MASTER FUND, L.P.
MIDOCEAN MULTI ASSET CREDIT
FUND LP
MIDOCEAN PARTNERS
MULTI-CREDIT CAPITAL HOLDINGS 2
LIMITED
NEVADA FIRST BANK
NEVADA STATE BANK
NEWARK BSL CLO 1, LTD.
NEWARK BSL CLO 2, LTD.
PERMIRA ADVISERS LLP
PRUDENTIAL BANK LOAN FUND OF
THE PRUDENTIAL TRUST COMPANY
COLLECTIVE TRUST

PGIM ETF TRUST - PGIM FLOATING
RATE INCOME ETF
PRUDENTIAL FINANCIAL
PRUDENTIAL INVESTMENT
PORTFOLIOS, INC. 14 - PGIM
FLOATING RATE INCOME FUND
ROCKFORD TOWER CLO 2017-1, LTD.
ROCKFORD TOWER CLO 2017-2, LTD.
ROCKFORD TOWER CLO 2017-3, LTD.
ROCKFORD TOWER CLO 2018-1, LTD.
ROCKFORD TOWER CLO 2018-2, LTD.
ROCKFORD TOWER CLO 2019-1, LTD.
ROCKFORD TOWER CLO 2019-2, LTD.
ROCKFORD TOWER CLO 2020-1, LTD.
ROCKFORD TOWER CLO 2021-1, LTD.
ROCKFORD TOWER CLO 2021-2, LTD.
ROCKFORD TOWER CLO 2021-3, LTD.
ROCKFORD TOWER CLO 2022-1, LTD.
ROCKFORD TOWER CREDIT FUNDING
I, LTD.
STRATEGIC INCOME OPPORTUNITIES
BOND FUND - (BLACKROCK)
TBK BANK, SSB
THE HARTFORD FLOATING RATE
FUND
THE HARTFORD STRATEGIC INCOME
FUND
TPG PARTNER HOLDINGS, U.S. BANK
N.A.
WELLINGTON ASSET MANAGEMENT
WELLINGTON MULTI-SECTOR
CREDIT FUND
WELLINGTON TRUST COMPANY,
NATIONAL ASSOCIATION MULTIPLE
COMMON TRUST FUNDS TRUST
BANK LOAN PORTFOLIO
WELLS FARGO BANK, N.A.

9. **Top 30 Unsecured Creditors**

AG PARK PLACE LLC - SERIES 1
ARISTOCRAT TECHNOLOGIES INC.
CANON FINANCIAL SERVICES, INC.
CITY OF CENTRAL
CITY OF MOUNTLAKE TERRACE
CITY OF SHORELINE
EVANS, DAVON D/B/A CLEANCO BINS
LLC
EVERI GAMES INC

GALAXY GAMING
GIBSON, DUNN & CRUTCHER LLP
HARRIS MANUFACTURING INC.
IGT
INTERBLOCK USA LC
JEFDER MAINTENANCE SERVICES INC
KING COUNTY TREASURY
KONE INC.
KUO KAU PAPER PRODUCTS CO., LTD.

LITTLER MENDELSON PC
PALADIN TECHNOLOGIES INC.
PIERCE COUNTY ASSESSOR-TREASURER
D/B/A PIERCE COUNTY FINANCE
PROJECT EVERGREEN WA LLC
RXBENEFITS, INC.
SONESTA RL HOTELS FRANCHISING,
INC.
STARBUCKS CORP.

SUNIC'S INC. D/B/A SUN FOOD TRADING
CO.
SWIRE PACIFIC HOLDINGS, INC. D/B/A
SWIRE COCA-COLA, USA
SYSCO DENVER
SYSCO INTERMOUNTAIN
SYSCO SEATTLE
TEKLINKS INC D/B/A C SPIRE BUSINESS

10. Material Suppliers and Vendors

BROADVIEW NETWORKS INC
1099 PRO LLC
1207 NORTH 152ND ST LLC DBA THE
SEATTLE SCOTTISH RITE TEMPLE
192ND PACIFIC PROPERTIES
360TRAINING.COM, INC
A&I HARDWARE SERIES LLC
A.J.R. EQUITIES, INC.
A-1 ALCOHOL & DRUG COLLECTIONS
LLC
AA SLOTS LLC DBA AA SLOT REPAIR
ABS BUSINESS DATA, LLC
ACCESS INFORMATION INTERMEDIATE
HOLDINGS I LLC
ACRES 4.0
ADVANCED INVENTORY MANAGEMENT
SOLUTIONS LLC
AGILYSYS, INC
AINSWORTH GAME TECHNOLOGY INC
AJNC INDUSTRIES LLC DBA CWF
ALERIO TECHNOLOGY GROUP
ALLITIX INC
ALPINE SPRINGS BOTTLED WATER, LLC
ALSCO - DENVER LINEN
AMAZON
AMERICAN AIR FILTER COMPANY DBA
AAF INTERNATIONAL
AMERICAN HOTEL REGISTER COMPANY
AMERICAN PRINTING
AMY D. DIETTE
ANHEUSER-BUSCH SALES OF
WASHINGTON INC
AP GAMING II, INC DBA AGS LLC
APEX BACK OFFICE SOLUTIONS INC
DBA APEXBOS
APEX ENGINEERING LLC

ARMANDO MARQUEZ DBA MARQUEZ
PRO PAINTING SERVICES
ARMOR HOLDCO, INC DBA EQUINITI
TRUST COMPANY
AROMA EXPERIENCES LLC DBA AROMA
IMPRESSIONS
ASCAP
AV HOOD CLEANING LLC
AVALON GAMING, INC
AVERO LLC
B.C. CORNER LLC
BAINBRIDGE DISPOSAL INC
BAIR DISTRIBUTING, INC
BAKER COMMODITIES, INC
BALDWIN, STEVEN W.
BEAR ROBOTICS, INC.
BELLISSIMO DISTRIBUTION LLC DBA
GRECO AND SONS WASHINGTON
BELTRAM, BRANDON D/B/A SEE MORE
LLC
BERRY ENTERPRISES INC DBA SIERRA
ELECTRONICS
BEVERAGE DISTRIBUTORS COMPANY
LLC
BEVERAGE MANAGEMENT SYSTEMS
INC
BIG DOG ENTERTAINMENT LLC
BLACH DISTRIBUTING CO
BLACK DIAMOND EXCAVATING
BLACKLINE SYSTEMS INC
BLANKENSHIP EQUIPMENT REPAIR INC
BOTTLING GROUP LLC DBA PEPSI
BEVERAGES COMPANY
BRADY COMPANIES LLC
BREAKTHRU BEVERAGE NEVADA LLC

BRIMSTONE FIRE SAFETY
MANAGEMENT LLC
BROADCAST MUSIC, INC BMI
BUCKHEAD MEAT OF DENVER, INC.
BUNN-O-MATIC
BUTLER SNOW LLP
BUYERS EDGE PLATFORM LLC DBA
BUYERS EDGE PLATFORM OPCO, LLC
C.H. ROBINSON COMPANY, INC.
CALVIN PERKINS DBA A-P
MECHANICAL BULLS
CANADIAN ART PRINTS & WINN DEVON
ART GROUP INC.
CANON SOLUTIONS AMERICA INC.
CAPITOL DISTRIBUTING
CARRIER CORPORATION
CASINO NETWORK
CGRS INC
CHEF WORKS, INC
CHIN FAMILY LTD LIABILITY
PARTNERSHIP
CHRISTOPHERSEN INC.
CINTAS CORPORATION NO.2
CLASSIC PRODUCTS CORP.
CLAYTON ACQUARIUM CORPORATION
CLINTON GOLF MANAGEMENT
COCA-COLA BOTTLING CO, YAKIMA &
TRI-CITIES, INC
COHNREZNICK LLP
COHO DISTRIBUTING
COLORADO DEPARTMENT OF LABOR
AND EMPLOYMENT
COLORADO DEPT OF PUBLIC HEALTH &
ENVIRONMENT
COLUMBIA BASIN LLC DBA
NORTHWEST CONTAINER RENTALS
COMMERCIAL LIGHTING SUPPLY
COMMTRAK CORPORATION
CONCEPT 3
CONTEMPORARY INC.
COORS DISTRIBUTING
CORBY HALL
CORY SELLE
COVINGTON TRAVEL SERVICE INC DBA
COVINGTON TRAVEL
CROPSTICKS INC
CROWN PAPER & SUPPLY
CSESCO INC
CUMMINS-ALLISON CORP
CUSTOM'S Y'S LLC DBA THREADS
DATA FINANCIAL INC
DE LAGE LANDEN FINANCIAL
SERVICES, INC DBA CISCO SYSTEMS
CAPITAL CORP
DE LAGE LANDON FINANCIAL
SERVICES, INC DBA AS SERVICING
AGENT FOR TOSHIBA FINANCIAL
DEL MONTE CAPITOL MEAT COMPANY,
LLC DBA G&S PACKAGING SOLUTIONS
DELAHANT, JACK D/B/A SHADOW
MOUNTAIN SIGN AND DESIGN
DENVER CUTLERY INC
DENVER SYRUP & BAR SUPPLY INC
DEPENDABLE JANITOR LLC
DESERT HILLS ELECTRIC, INC
DILLANOS COFFEE ROASTERS, INC
DONG HING MARKET
DOOR AND WINDOW GUARD SYSTEMS,
INC. DBA DAWGS
DORMAKABA CANADA INC
DRAFT DOCTOR LLC
ECOLAB INC.
ECR SALES & SERVICE, INC
EDWARD DON & COMPANY HOLDINGS
LLC
EE PRINTING LLC
ELITE MOBILE SHARPENING
ENVIRONMENTAL BIOTECH OF THE
ROCKIES, INC. DBA BIOTECH
SOLUTIONS INC.
EPD SERVICES INC
EQUIFAX INC. DBA PARADIGM
NATIONAL CONSULTANTS
LLC/HIRETECH
ERIC PERSSON
ERNST & YOUNG US LLP
ESPRESSO FIX
EVENTECTIVE INC.
EVERI PAYMENTS D/B/A CENTRAL
CREDIT LLC
F&L MEARS INC DBA CASCADE SIGN &
FABRICATION
FEDERAL BEVERAGE CONTROL OF
COLORADO
FEDEX FREIGHT
FIRE PROTECTION INC
FIRST AMERICAN BANKCARD, INC.
FISHER & PHILLIPS LLP
FORMAGRID INC DBA AIRTABLE
FRESHAIR SENSOR LLC
FUNSPACE TECHNOLOGY COMPANY
LIMITED

GAC MANAGEMENT LP
GAMETT & KING CPA
GAMING ARTS LLC
GARDA CL NORTHWEST, INC.
GCF BACKFLOW SERVICES
GEM STATE PAPER & SUPPLY CO
GENESIS CONSTRUCTION INC
GENESIS GAMING SOLUTIONS INC.
GENO ANTHONY RUSKE
GLACIER REFRIGERATION, INC
GOLDEN FORTUNE TECHNOLOGY CO.,
LTD.
GOOD TO GO
GRAINGER
GRAPHIC CONTROLS ACQUISITION
CORP. DBA GRAPHIC CONTROLS
GRAPHIC DISPLAY INC.
GREAT BASIN BEVERAGE LLC
GUARDIAN SECURITY SYSTEMS, INC
HD SUPPLY FACILITIES MAINTENANCE
LTD
HOLD ON NOW, INC
HOLSINGER LAW LLC
HOME DEPOT CREDIT SERVICES
HONGYI FIRM CORPORATION
HOOD AND DUCT CLEANING LLC
HUGHES, EARL
HYPERION WHOLESALE
IMAGE 38
IMAGE MEDIA
INCREDIBLE TECHNOLOGIES INC
INFINITY FENCE, LLC
INSIDE TRACK LLC
INSIGHT ENTERPRISES INC
INTEGRATO, LLC
INTERSECTION MEDIA LLC
INTERSTATE FIRE SALES AND
SERVICES, LLC DBA STATEFIRE DC
SPECIALTIES
IRIS GROUP HOLDINGS LLC DBA
EVERON, LLC
IRON CHEST GAMING
IRON MOUNTAIN
JAMES KING ROOFING LLC
JAMESON PEPPE CANTU PLLC
J-CORP DEVELOPMENT, INC
JOE HAND PRODUCTIONS DBA ONTAP
SPORTS
JOHNSON CONTROLS INC DBA
SECURITY SOLUTIONS
KEC LLC

KIBBLE & PRENTICE HOLDING
COMPANY DBA USI INSURANCE
SERVICES NW
KING BEVERAGE INC
KING'S ORIENTAL FOODS CO., LTD DBA
KING'S ORIENTAL FOODS
KKT CORPORATION DBA MONO
ROOFTOP SOLUTIONS
KLAUDTS CASH REGISTER
KUBAT EQUIPMENT & SERVICE CO., INC
KUUSOFT SOFTWARE CORP DBA
KUUSOFT CORP
LAKEWOOD CHAMBER OF COMMERCE
LAN INVESTMENTS LLC
LANDRY HOLDINGS LLC, DBA
CASINOTECH
LARSEN, KELLY M D/B/A BLUEBIRD
GRAPHICS
LAS VEGAS MUTUAL TRADING
LEHRER'S FLOWERS
LEI, YUZHEN D/B/A WU TRADING
LEWIS ROCA ROTHGERBER CHRISTIE
LLP
LEXISNEXIS RISK SOLUTIONS FL INC
LIBERTY DISTRIBUTING, INC
LNW GAMING, INC FKA SG GAMING, INC
LOOMIS
LOTUS JUO DBA MINUTEMAN PRESS
WESTMINSTER
LOUIE EAST LLC DBA EVERGREEN
GRANITE & CABINET
LOUIE J LOPEZ DBA JENO'S
REFRIGERATION LLC
LOWE'S COMPANIES, INC. DBA LOWE'S
HOME CENTERS, LLC
LUCKY SEAFOOD, LLC
LYNCO DISTRIBUTION DBA LYNCO
PRODUCTS
MARINESYNC CORPORATION
MCDONALD FARMS ENTERPRISES INC
MENDENHALL EQUIPMENT CO
MERIT ELECTRIC INC.
MERYDYAN TECHNOLOGIES LLC
MIDWEST MOTOR SUPPLY CO. INC DBA
KIMBALL MIDWEST
MOOD MEDIA NORTH AMERICA
HOLDINGS CORP DBA MUZAK DBA
MOOD MEDIA
MOSS HOODS INC. D/B/A HOODZ OF
DENVER
MOUNTAIN ALARM FIRE & SECURITY

MTECH MECHANICAL TECHNOLOGIES
GROUP INC
MUNNWORKS LLC
NATHAN DREW DBA SEATTLE TINT &
GRAPHICS
NATIONAL CONSTRUCTION RENTALS,
INC DBA NATIONAL RENT A FENCE
NATURAL WAVE-RC INC
NEVADA BOARD FOR THE REGULATION
OF LIQUEFIED PETROLEUM GAS DBA
NEVADA LP-GAS BOARD
NEVADA BY PRODUCTS DBA RENO
RENDERING COMPANY
NEVADA LOGOS, LLC
NEW CARBON COMPANY LLC DBA
GOLDEN MALTED
NEW LEVEL RADIO INC
NORCO INC
NRT TECHNOLOGIES INC
NUCO2 INC
OFF MADISON AVE, LLC D/B/A
LIGHTHOUSEPE
OFFICE DEPOT INC
OLYMPIC EAGLE DISTRIBUTING
ON-PRESS PRINTING SERVICES, INC.
ONSAGER, WERNER & OBERG PLC
ORC WATER PROFESSIONALS INC
OSLER HOSKIN & HARCOURT LLP
OTIS WORLDWIDE CORPORATION
OWEN GAUPE D/B/A PILGRIMS
CLEANING SERVICE
PARADIGM TABLE GAMES INC
PARAMOUNT UNIFORM CO INC T/A
FORMAL DIMENSIONS
PARTS TOWN LLC
PASSPORT TECHNOLOGY USA, INC
PATRIOT CORPORATION
PATRIOT GAMING & ELECTRONICS INC
PITNEY BOWES DBA PURCHASE POWER
POS SUPPLY SOLUTIONS INC
PRECISION POWER
PRINCESS SWEETS AND BALLOON
DECOR
PRINT N COPY CENTER INC
PUGET SOUND REGIONAL FIRE
AUTHORITY
QUALITY KARAOKE CORPORATION
QUANTUM ELECTRIC, LLC
RAMBLIN EXPRESS INC
RASCAL SERVICES LLC

RED BULL DISTRIBUTION COMPANY
INC
REFRIGERATION UNLIMITED LLC DBA
SEA TEMP
RELLS FIRE PROTECTION INC
RELX INC. DBA LEXISNEXIS, A DIVISION
OF RELX INC.
REPUBLIC NATIONAL DISTRIBUTING CO
LLC
RISE & SHINE BAKERY LLC
RISING GLORY INTERNATIONAL CO.,
LTD
ROBERT PARKER DBA CASCADE
PACIFIC VENTURES LLC
ROGER FULLER DBA DYNASTY GAMES
ROGERS, SCOTT
ROLLINS, INC. DBA ORKIN, LLC
RON DAWSON DBA KATCHEES
BUSINESS FORMS, ETC
ROXIE GLASS INC DBA ROXY GLASS
ROYAL BUYING GROUP INC
ROYAL CREST DAIRY INC
RUBY MOUNTAIN NATURAL SPRING
WATER
RW SMITH & CO DBA TRIMARK
SAUNDERS OUTDOOR ADVERTISING
SCHINDLER ELEVATOR CORPORATION
SCIENTIFIC GAMING BALLY GAMING
INC/ BALLY TECHNOLOGIES
SEGA SAMMY CREATION USA INC
SELECT PORTFOLIO SERVICING INC
SERTA SIMMONS BEDDING LLC
SFP HOLDING INC
SIB DEVELOPMENT & CONSULTING ,
INC. DBA SIB FIXED COST REDUCTION
COMPANY LLC
SIERRA MEAT COMPANY
SIGNS PLUS
SILVER STATE STAMPEDE ASSOCIATION
INC.
SK PRODUCE CO INC DBA ASIA
DISCOUNT CENTER
SNOHOMISH HEALTH DISTRICT
SNO-KING AMATEUR HOCKEY
SNYDER SERVICES, INCORPORATED
DBA SNYDER MECHANICAL
SO LLC D/B/A EAGLE PROMOTION
SOFTWARE ONE INC
SOTF LLC DBA SUPPLIES ON THE FLY
SOURCE 4 INDUSTRIES, INC

SOUTHERN GLAZER'S WINE & SPIRITS
OF NEVADA DBA SOUTHERN GLAZER'S
WINE AND SPIRITS OF NEVADA LLC
SOUTHERN GLAZER'S WINE & SPIRITS
OF WASHINGTON
SOUTHERN IDAHO RV & MARINE, LLC
SPECIALTY GIFTS & DESIGNS
SPORTS DIRECT, LLC
SPORTSCARDS OF WASHINGTON INC.
DBA MILL CREEK SPORTS
STANDARD TEXTILE COMPANY INC
STAPLES BUSINESS CREDIT
STERICYCLE DBA SHRED-IT
STEVE BEYER PRODUCTIONS, INC.
STRATEGY9 INC
SUNKIST GRAPHICS INC.
SUNSET & GREEN VALLEY INC DBA
LEE'S DISCOUNT LIQUOR
SUTTON, JANETTE
SUZOHAPP GAMING SOLUTIONS INC
SYSCO GUEST SUPPLY, LLC D/B/A
GUEST WORLDWIDE
SYSTECH SOLUTIONS, INC.
TCS JOHN HUXLEY AMERICA INC
TED ALEXANDER VEACH DBA VEACH
CONSULTING ENGINEERS LLC
TERRY'S PUMPIN & POTTIES
THE ADT SECURITY CORPORATION DBA
ADT COMMERCIAL LLC
THE CHEFS' WAREHOUSE WEST COAST,
LLC
THE ODOM CORPORATION
THE PRINTER INC
THREE BROTHERS PRINTING
THYSSENKRUPP ELEVATOR
CORPORATION

TJOSSEM PROPERTIES VI, LLC
TKS SERVICES
TRUE WORLD FOODS SEATTLE LLC
TRUVANTIS, INC.
UPS SUPPLY CHAIN SOLUTIONS INC
VESTIS F/K/A ARAMARK
VITAL RECORDS HOLDINGS, LLC DBA
VRC COMPANIES
VOGUE LINEN SUPPLY & UNIFORM
RENTAL
VSR INDUSTRIES INC
WALTER E NELSON OF WESTERN
WASHINGTON
WASHINGTON ALARM INC
WATERTECH, INCORPORATED
WESTERN MECHANICAL CONTRACTORS
WESTERN NEVADA SUPPLY CO
WESTERN PAPER DISTRIBUTORS
WHITE IVORY ELEPHANT
TECHNOLOGIES CORPORATION
WIRETECH LLC
WORLD TAVERN ENTERTAINMENT
WORLD TRAVEL INC
WORLD WIDE WEB DISTRIBUTION DBA
PREMIER HOTEL AND CASINO
PRODUCTS
WYLIE EDWARDSON D/B/A ALL SEASON
CARPET CLEANING
XPRESSHRED LLC
YOUNG ELECTRIC SIGN COMPANY
D/B/A YESCO OUTDOOR MEDIA
YOUNGS MARKET COMPANY
ZKG LLC DBA CLEAN-MART
ZUVID SURVEILLANCE

11. Major Customers

4WALL ENTERTAINMENT
ACCEL ENTERTAINMENT
AGS LLC
BALLYS TWIN RIVER
BOYD DEVELOPMENT
CANNERY CASINO
CARMA
CRANE CONSTRUCTION COMPANY, LLC
FHR COLORADO LLC
FIT FACTORY EVENTS USA D/B/A COOL
EVENTS, LLC
GILA RIVER RESORTS AND CASINOS

GOLDEN CIRCLE
GRAND CASINO
GRATON
IMC CONSTRUCTION
INTERNATIONAL GAME TECHNOLOGY
JUNIOR ACHIEVEMENT OF SOUTHERN
NEVADA
KONAMI GAMING, INC.
LIGHT & WONDER
PENN NATIONAL GAMING INC.
POTAWATOMI HOTEL CASINO
RED 7 VISUALS

RED ROCK CASINO
RESORT WORLD LAS VEGAS, LLC
S.A. RECYCLING
SAMS TOWN HOTEL AND CASINO
SAN MANUEL IND.BINGO & CASINO
SPOTLIGHT 29 CASINO
SPRINGS PRESERVE
SUZOHAPP GAMING SOLUTIONS INC
TCS JOHN HUXLEY AMERICA INC
THE AGENCY

THE D CASINO
THE GROVE MART - LAKE BLUFF
THE GROVE MART ELGIN
THE POINT CASINO & HOTEL
THE WHITING-TURNER CONTRACT CO.
TRI-LOGISTICS
TRUFUSION
TWIN PINES CASINO & HOTEL
VENETIAN HOTEL AND CASINO

12. Third-Party Administrators

CNA INSURANCE
DELTA DENTAL OF WASHINGTON
OPTUM BANK
PALOCITY HOLDING CORPORATION
PRUDENTRX
SYMETRA

SYMETRA LIFE INSURANCE COMPANY
UMR
VOYA RETIREMENT INSURANCE AND
ANNUITY COMPANY D/B/A VOYA
FINANCIAL
VSP

13. Insurance Parties

AFCO CREDIT CORPORATION
AFFILIATED FM INSURANCE
COMPANY
ALLIED WORLD SURPLUS LINES
INSURANCE COMPANY
AMERICAN BANKERS
AMERICAN CASUALTY COMPANY OF
READING, PENNSYLVANIA
ARCH SPECIALTY INSURANCE
COMPANY
ASPEN SPECIALTY INSURANCE CO
AXIS SURPLUS INSURANCE
COMPANY
CHUBB INSURANCE COMPANY
COBBS ALLEN CAPITAL, LLC D/B/A
CAC SPECIALTY
CONTINENTAL CASUALTY COMPANY
CRUM & FORSTER SPECIALTY
INSURANCE COMPANY
ENDURANCE AMERICAN SPECIALTY
INSURANCE COMPANY
EVEREST NATIONAL INSURANCE
COMPANY
GOTHAM INSURANCE COMPANY
GREAT AMERICAN INSURANCE
COMPANY
LEXINGTON INSURANCE COMPANY

LLOYDS OF LONDON
NATIONAL FIRE INSURANCE
COMPANY OF HARTFORD
NATIONAL INDEMNITY COMPANY
NAUTILUS INSURANCE COMPANY
QBE SPECIALTY INSURANCE
COMPANY
SECURITY NATIONAL INSURANCE
COMPANY
SOMPO
TECHNOLOGY INSURANCE
COMPANY, INC
THE CONTINENTAL INSURANCE
COMPANY
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
UNDERWRITERS AT LLOYDS
USI INSURANCE SERVICES
VALLEY FORGE INSURANCE
COMPANY
WESTCHESTER SURPLUS LINES
INSURANCE COMPANY
WESTERN WORLD INSURANCE
COMPANY
AMERICAN BANKERS INSURANCE
COMPANY OF FLORIDA
AMERICAN BANKERS ASSOCIATION

14. Taxing and Other Governmental Authorities

BENTON COUNTY (WA, USA)
 CITY OF BLACK HAWK
 CITY OF ELKO (NV, USA)
 CITY OF KENNEWICK (WA, USA)
 CITY OF KENT - UTILITY BILLING
 CITY OF KIRKLAND - UTILITY
 BILLING
 CITY OF LAKEWOOD (WA, USA)
 CITY OF PASCO (WA, USA)
 CITY OF SEATAC (WA, USA)
 CITY OF TUKWILA (WA, USA)
 CITY OF WENDOVER
 CITY OF WEST WENDOVER (NV, USA)
 CITY OF YAKIMA (WA, USA)
 COLORADO DEPARTMENT OF
 GAMING
 COLORADO DEPARTMENT OF
 REVENUE
 DEPARTMENT OF THE TREASURY -
 INTERNAL REVENUE SERVICE

ELKO COUNTY (NV, USA)
 FRANKLIN COUNTY (WA, USA)
 GILPIN COUNTY (CO, USA)
 ILLINOIS DEPARTMENT OF REVENUE
 KING COUNTY (WA, USA)
 KITSAP COUNTY (WA, USA)
 NEVADA DEPARTMENT OF REVENUE
 NEVADA DEPARTMENT OF
 TAXATION
 NEVADA GAMING CONTROL BOARD
 PIERCE COUNTY
 SILVER DOLLAR METROPOLITAN
 DISTRICT
 SNOHOMISH COUNTY (WA, USA)
 TOOLE COUNTY (UT, USA)
 WASHINGTON DEPARTMENT OF
 REVENUE
 WASHINGTON STATE GAMBLING
 COMMISSION
 YAKIMA COUNTY (WA, USA)

15. Landlords

BLUE OWL CAPITAL INC.
 PROJECT EVERGREEN NV OWNER
 LLC
 1207 LLC PARKING
 1207 NORTH 152ND ST LLC DBA THE
 SEATTLE SCOTTISH-RITE TEMPLE
 192ND PACIFIC PROPERTIES AND ROY
 R. TOLAND AND AUBREY V.
 TOLAND, HUSBAND AND WIFE
 BC CORNER LLC
 CHIN FAMILY PARTNERSHIP I, AS
 SUCCESSOR-IN-INTEREST TO CHIN
 PARTNERSHIP
 DCR PROPERTY MANAGEMENT
 GAC MANAGEMENT LLC
 HEMMAT, ALLEN AND HEMMAT,
 SHARON
 HILINE
 KENNEWICK MINI STORAGE
 LAN INVESTMENTS LLC

LIFEPOINT RCCH TRIOS HEALTH
 LN BLACKRIVER
 NELSON BUSINESS PARK LLC
 OLD 99 PROPERTY GROUP LLC
 PARKER, ROBERT DBA CASCADE
 PACIFIC VENTURES LLC
 SAMANIEGO, SIMON
 SCHNITZER PROPERTIES - NEVADA,
 LLC (F/K/A HARSCH INVESTMENT
 PROPERTIES-NEVADA, LLC)
 SELECT PORTFOLIO SERVICING INC
 SNO-KING AMATEUR HOCKEY
 ASSOCIATION, INC.
 TCW LLC
 TJOSSEM PROPERTIES VII, LLC
 WALLACE PROPERTIES - MILL
 CREEK, LLC AS SUCCESSOR-IN-
 INTEREST TO TRI WEST NORTH
 CREEK PARTNERSHIP, ET AL.
 WOODMONT 7 LLC

16. **Litigation Counterparties and Their Counsel**

BIRKLAND, CHRISTA
BRINKMAN, LANDON
CHANN, SOPHIPHAL
CLARENCE, SADIE
CURRAN LAW FIRM P.S.
DAVIES, JENNIFER
ENRIQUEZ, HECTOR
GMC 220TH LLC
GREEN & NORWOOD PLLC
KELLY, RAEANNE
LAYBOURN, MATTHEW
LE, THUY
LEEDY, SUE
LITTLE 3100, LLC
LITTLE FAMILY, LLC
LYNCH, TYLER

NEVADA EQUAL RIGHTS
COMMISSION
NEVADA OSHA
NIKAZY, KIMBERLY
NYANNOR, OKYEREMAH
PATRIARCA, ALBERT
SATTER, GABRIEL
SMALL BUSINESS ADMINISTRATION
OF THE UNITED STATES OF
AMERICA
STEVENS, TIFFANY
THAI, AIMEE
TOUCH, KIM
UNITED STATES OF AMERICA
WHITEHALL, JOEL
WOODMONT 5, LLC
WYBLE, KEVIN

17. **Other Professionals Representing Parties**

BROWNSTEIN HYATT FABER
SCHRECK, LLP
DENTONS
NORTON ROSE FULBRIGHT

ORRICK, HERRINGTON & SUTCLIFFE
LLP
PORTER HEDGES
ROPES & GRAY LLP
WOMBLE BOND DICKINSON LLP

18. **Unions**

TEAMSTERS LOCAL UNION NO. 117
TEAMSTERS LOCAL UNION NO. 38
TEAMSTERS LOCAL UNION NO. 760
TEAMSTERS LOCAL UNION NO. 839

19. **Utility Providers**

ALDERWOOD WATER &
WASTEWATER DISTRICT
BASIN DISPOSAL INC
BENTON PUD
BLACK HAWK CENTRAL CITY
SANITATION DISTRICT
BROADVIEW NETWORKS INC
CASCADE NATURAL GAS
CORPORATION
CENTRACOM INTERACTIVE
CENTURYLINK
CHARTER COMMUNICATIONS DBA
SPECTRUM BUSINESS
CITY OF RENTON UTILITY DIVISION

CITY OF SEATTLE PUBLIC UTILITIES
CITY OF TACOMA DBA TACOMA
PUBLIC UTILITIES
COMCAST HOLDINGS CORPORATION
DBA COMCAST BUSINESS
COMMUNICATIONS, LLC
CONSOLIDATED MUTUAL WATER
COUNTY OF KITSAP DBA KITSAP
COUNTY PUBLIC WORKS
COUNTY OF PIERCE
DIRECTV
DISRUPTIVE REVENUES INC DBA
DISRUPTIVE REVENUES OF

TACOMA LLC DBA SMASH MY TRASH
 ELKO SANITATION COMPANY INC
 FRANKLIN PUD
 FRONTIER COMMUNICATIONS
 GOTO TECHNOLOGIES USA, INC.
 GRANITE TELECOMMUNICATIONS
 GREAT PLAINS COMMUNICATIONS HOLDINGS LLC
 HAROLD LEMAY ENTERPRISES, INC
 HIGHLINE WATER DISTRICT
 HYGIENE PROPANE SERVICES
 KIVA ENERGY, INC
 LAKEVIEW LIGHT & POWER
 LAKEWOOD WATER DISTRICT
 LAS VEGAS VALLEY WATER DISTRICT
 MIDWAY SEWER DISTRICT
 MITSUBISHI HC CAPITAL AMERICA DBA GROOVE ENTERTAINMENT
 TECH FINANCIAL SERVICES DBA CPA CUSTOMER PAY
 MOON SECURITY SERVICES INC
 NELSON BUSINESS PARK LLC
 NETFORTTRIS ACQUISITION COMPANY

NORTHSHORE UTILITY DISTRICT
 NV ENERGY
 PACIFICORP DBA PACIFIC POWER/ ROCKY MOUNTAIN POWER
 PUGET SOUND ENERGY
 RECOLOGY KING COUNTY
 REPUBLIC SERVICES INC
 SEATTLE CITY LIGHT
 SILVERDALE WATER DISTRICT
 SKYWAY WATER & SEWER DISTRICT
 SNOHOMISH COUNTY PUD
 SOUTHWEST GAS CORPORATION
 SOUTHWEST GAS TRANSPORTATION
 SYMMETRY ENERGY SOLUTIONS LLC DBA CENTERPOINT ENERGY
 TIGER NATURAL GAS INC
 WALLACE PROPERTIES/MILLCREEK WASTE MANAGEMENT
 WELLS RURAL ELECTRIC COMPANY
 WESTERN STATES PROPANE
 WOODINVILLE WATER DISTRICT
 XCEL ENERGY
 YAKIMA WASTE SYSTEMS INC
 ZIPLY FIBER

20. United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)

CASTRO, ANA
 CHAVEZ, JEANNIE
 CONRAD, TRACEY
 HOLDEN, SHANNON
 HOUSE, AKEITA
 ISGUR, MARVIN
 JACKSON, AARON
 LAWS, TYLER

LILA, YESENIA
 LOPEZ, CHRISTOPHER M.
 NORMAN, JEFFREY P.
 PEREZ, ALFREDO R.
 RODRIGUEZ, EDUARDO V.
 SALDANA, ROSARIO
 THOMAS-ANDERSON, SIERRA

21. United States Trustee for the Southern District of Texas (and Key Staff Members)

BARCOMB, ALICIA
 CALUZA, ALETHEA
 CHILTON, SAMANTHA
 EPSTEIN, KEVIN M.
 GARZA, VIANEY
 GERHARD, IVETTE
 HERSH, SUSAN B.
 JIMENEZ, ANDREW
 MOTTON, LINDA
 NGUYEN, HA

OTTO, GLENN
 RIVERA, YASMINE
 RUFF, JAYSON B.
 SALL, MILLIE APONTE
 SAMKO-YU, ALINA
 SIMMONS, CHRISTY
 SMITH, GWEN
 TRAVIS, CHRISTOPHER R.
 WHITWORTH, JANA

SCHEDULE 2

**Parties in Interest
with Connections to GLC**

INTERESTED PARTY	RELATIONSHIP TO THE DEBTOR
14040 Gaming, LLC	Debtors
15743 Ambaum LLC	Debtors
Casino Caravans, Inc.	Debtors
CCI Leasing, LLC	Debtors
Colorado MG 1031 LLC	Debtors
Colorado Resorts Operator LLC	Debtors
Dragon Tiger Casino	Debtors
e.gads, LLC	Debtors
Egads de Mexico SA de CV	Debtors
Elko Resorts Operator, LLC	Debtors
Epstein Gaming LLC	Debtors
Evergreen Entertainment Corporation	Debtors
Gaming Consultants, Inc.	Debtors
Gaming Management, Inc.	Debtors
Gold Country Operator, LLC	Debtors
Grand Central Casino, Inc.	Debtors
Grand Central Properties Everett LLC	Debtors
Grand Central Properties Tacoma LLC	Debtors

Grand Central Properties Tukwila LLC	Debtors
Grand Z Casino & Hotel	Debtors
Grand Z Casino Operator LLC	Debtors
Great American Gaming Corporation	Debtors
High Desert Operator LLC	Debtors
Johnny Z Casino Operator LLC	Debtors
LA Center Gaming, LLC	Debtors
Maverick Acquisition Canada ULC	Debtors
Maverick All Star LLC	Debtors
Maverick American LLC	Debtors
Maverick Caribbean LLC	Debtors
Maverick Colorado LLC	Debtors
Maverick Design LLC FKA “Maverick Louisiana LLC”	Debtors
Maverick Elko LLC	Debtors
Maverick Evergreen LLC	Debtors
Maverick Gold LLC	Debtors
Maverick Indianola LLC	Debtors
Maverick Kirkland II LLC	Debtors
Maverick Kirkland LLC	Debtors

Maverick Lakewood LLC	Debtors
Maverick NV LLC	Debtors
Maverick Poker Operator LLC	Debtors
Maverick Roman LLC	Debtors
Maverick Tukwila LLC	Debtors
Maverick Washington LLC	Debtors
Maverick Wendover LLC	Debtors
Maverick Wizards LLC	Debtors
Maverick Yakima LLC	Debtors
Maverick Z Casinos LLC	Debtors
Miller Malone & Tellefson PC Inc.	Debtors
Mobil Gas Station	Debtors
Myers LLC	Debtors
Nevada Gold & Casinos, Inc.	Debtors
NG Washington II Holdings, LLC	Debtors
NG Washington II, LLC	Debtors
NG Washington III, LLC	Debtors
NG Washington, LLC	Debtors
Pair O' Dice Investments LLC	Debtors
Pete's Flying Aces, Inc.	Debtors

Puget Sound Gaming, LLC	Debtors
R Place Truck Stop JV, LLC	Debtors
Red Garter Operator, LLC	Debtors
Red Lion Operator, LLC	Debtors
Riverside Casino, Inc.	Debtors
RunItOneTime HoldCo, Inc. (f/k/a Maverick Gaming HoldCo, Inc.)	Debtors
RunItOneTime LLC (f/k/a Maverick Gaming, LLC)	Debtors
RunItOneTime Texas LLC	Debtors
Skyway Center LLC	Debtors
Tacoma Casino, L.L.C.	Debtors
The Royal Club Limited Liability Company	Debtors
Utah Trailways Charter Bus Company, LLC	Debtors
Washington Gaming, Inc.	Debtors
Wendover Nugget Operator, LLC	Debtors
Wendover Resorts Operator, LLC	Debtors
Wendover Transportation, LLC	Debtors
Z Casino	Debtors
Z Casino Black Hawk Operator LLC	Debtors

Wendover Gaming LLC	Debtors' Previous Names, Predecessors, and Related Entities
Evergreen Gaming Corporation	Debtors' Previous Names, Predecessors, and Related Entities
Butler Snow LLP	Debtors' Restructuring and Other Significant Professionals
GLC Advisors & Co., LLC	Debtors' Restructuring and Other Significant Professionals
Latham & Watkins LLP	Debtors' Restructuring and Other Significant Professionals
Continental Casualty Company	Insurance Parties
Sompo	Insurance Parties
Accel Entertainment	Major Customers
Ballys Twin River	Major Customers
Boyd Development	Major Customers
Light & Wonder	Major Customers
Amazon	Material Suppliers and Vendors
BUTLER SNOW LLP	Material Suppliers and Vendors
CohnReznick LLP	Material Suppliers and Vendors
Colorado Department of Labor and Employment	Material Suppliers and Vendors
Colorado Dept of Public Health & Environment	Material Suppliers and Vendors
Ernst & Young US LLP	Material Suppliers and Vendors
Everi Payments d/b/a Central Credit LLC	Material Suppliers and Vendors

FEDEX FREIGHT	Material Suppliers and Vendors
Iron Mountain	Material Suppliers and Vendors
LNW Gaming, Inc fka SG Gaming, Inc	Material Suppliers and Vendors
Specialty Gifts & Designs	Material Suppliers and Vendors
Staples Business Credit	Material Suppliers and Vendors
Stericycle DBA Shred-It	Material Suppliers and Vendors
UPS Supply Chain Solutions Inc	Material Suppliers and Vendors
Vital Records Holdings, LLC DBA VRC Companies	Material Suppliers and Vendors
Brownstein Hyatt Faber Schreck, LLP	Other Professionals Representing Parties
Orrick, Herrington & Sutcliffe LLP	Other Professionals Representing Parties
CNA Insurance	Third-Party Administrators
Everi Games Inc	Top 30 Unsecured Creditors
Gibson, Dunn & Crutcher LLP	Top 30 Unsecured Creditors
Barclays Bank PLC	Trustees, Agents, and Other Secured Parties
BlackRock	Trustees, Agents, and Other Secured Parties
BlackRock Capital Allocation Term Trust	Trustees, Agents, and Other Secured Parties
BlackRock Collective Fund	Trustees, Agents, and Other Secured Parties
BlackRock Global Allocation Collective Fund	Trustees, Agents, and Other Secured Parties
BlackRock Global Allocation Fund Aust	Trustees, Agents, and Other Secured Parties

BlackRock Global Allocation Fund, Inc.	Trustees, Agents, and Other Secured Parties
BlackRock Global Allocation Portfolio of BlackRock Series Fund, Inc.	Trustees, Agents, and Other Secured Parties
BLACKROCK GLOBAL ALLOCATION V.I. FUND OF BLACKROCK VARIABLE SERIES FUNDS, INC.	Trustees, Agents, and Other Secured Parties
BlackRock Global Long/Short Credit Fund of BlackRock Funds IV	Trustees, Agents, and Other Secured Parties
BlackRock Strategic Global Bond Fund, Inc.	Trustees, Agents, and Other Secured Parties
BlackRock Strategic Income Opportunities Portfolio of BlackRock Funds V	Trustees, Agents, and Other Secured Parties
BlackRock Total Return Bond Fund	Trustees, Agents, and Other Secured Parties
BlackRock Total Return Fund of BlackRock Bond Fund, Inc.	Trustees, Agents, and Other Secured Parties
C T Corporation System	Trustees, Agents, and Other Secured Parties
Colorado Department of Revenue	Trustees, Agents, and Other Secured Parties
Department of the Treasury - Internal Revenue Service	Trustees, Agents, and Other Secured Parties
Dryden 104 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 105 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 106 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
DRYDEN 108 CLO, LTD.	Trustees, Agents, and Other Secured Parties
Dryden 109 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 112 CLO, Ltd.	Trustees, Agents, and Other Secured Parties

Dryden 113 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 37 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 38 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 40 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 41 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 42 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 43 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 45 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 49 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 50 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 53 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 54 Senior Loan Fund	Trustees, Agents, and Other Secured Parties
Dryden 55 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 58 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 60 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 61 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 64 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 65 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 68 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 70 CLO, Ltd.	Trustees, Agents, and Other Secured Parties

Dryden 72 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 75 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 76 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 77 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 78 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 80 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 83 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 85 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 86 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 87 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 90 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 92 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 93 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 94 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 95 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 97 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
Dryden 98 CLO, Ltd.	Trustees, Agents, and Other Secured Parties
HG Vora Capital Management, LLC	Trustees, Agents, and Other Secured Parties
HG Vora Opportunistic Capital Master Fund LP	Trustees, Agents, and Other Secured Parties
HG Vora Special Opportunities Master Fund, Ltd.	Trustees, Agents, and Other Secured Parties

Internal Revenue Service - CCP Lien Unit	Trustees, Agents, and Other Secured Parties
King Street Capital Management LP	Trustees, Agents, and Other Secured Parties
King Street Europe	Trustees, Agents, and Other Secured Parties
MidOcean Credit CLO II	Trustees, Agents, and Other Secured Parties
MidOcean Credit CLO III	Trustees, Agents, and Other Secured Parties
MidOcean Credit CLO IX	Trustees, Agents, and Other Secured Parties
MidOcean Credit CLO VI	Trustees, Agents, and Other Secured Parties
MidOcean Credit CLO VIII	Trustees, Agents, and Other Secured Parties
MidOcean Credit CLO X	Trustees, Agents, and Other Secured Parties
MidOcean Credit Focus Fund I L.P.	Trustees, Agents, and Other Secured Parties
MidOcean Credit Opportunity Master Fund, L.P.	Trustees, Agents, and Other Secured Parties
MidOcean Multi Asset Credit Fund LP	Trustees, Agents, and Other Secured Parties
MidOcean Partners	Trustees, Agents, and Other Secured Parties
Nevada Department of Revenue	Trustees, Agents, and Other Secured Parties
Nevada Department of Taxation	Trustees, Agents, and Other Secured Parties
Nevada Gaming Control Board	Trustees, Agents, and Other Secured Parties
PGIM ETF Trust - PGIM Floating Rate Income ETF	Trustees, Agents, and Other Secured Parties
Prudential Bank Loan Fund of the Prudential Trust Company Collective Trust	Trustees, Agents, and Other Secured Parties
Prudential Financial	Trustees, Agents, and Other Secured Parties

Prudential Investment Portfolios, Inc. 14 - PGIM Floating Rate Income Fund	Trustees, Agents, and Other Secured Parties
TBK Bank, SSB	Trustees, Agents, and Other Secured Parties
U.S. Bank N.A.	Trustees, Agents, and Other Secured Parties
Wellington Asset Management	Trustees, Agents, and Other Secured Parties
Wellington Multi-Sector Credit Fund	Trustees, Agents, and Other Secured Parties
Wellington Trust Company, National Association Multiple Common Trust Funds Trust Bank Loan Portfolio	Trustees, Agents, and Other Secured Parties
Wells Fargo Bank, N.A.	Trustees, Agents, and Other Secured Parties
CenturyLink	Utility Providers
Charter Communications DBA Spectrum Business	Utility Providers
Comcast Holdings Corporation DBA Comcast Business Communications, LLC	Utility Providers
DirecTV	Utility Providers

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

	X	
	:	
In re:	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
GLC ADVISORS & CO., LLC AND GLC SECURITIES, LLC AS INVESTMENT
BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION,
EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “*Application*”)² of the Debtors for entry of an order (this “*Order*”), pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, (i) authorizing the Debtors to employ and retain GLC as their investment banker in the Chapter 11 Cases, effective as of the Petition Date, pursuant to the terms of the Engagement Letter, and (ii) granting related relief, all as more fully set forth in the Application; and the Court having considered the Application and the Seller Declaration and having considered the statements of counsel and the evidence adduced with respect to the Application at a hearing before the Court (the “*Hearing*”); and this Court having the jurisdiction to consider the Application pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this

¹ A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/RunItOneTime/>. The Debtors’ mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

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

Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§1408 and 1409; and the Court finding that (A) the terms and conditions of GLC's employment set forth in the Engagement Agreement (including the Fee and Expense Structure) as modified by this Order, are reasonable as required by section 328(a) of the Bankruptcy Code; (B) GLC (i) does not hold or represent an interest adverse to the interest of the estate; and (ii) is a "disinterested person" as that term is defined under section 101(14) of the Bankruptcy Code; (C) the Application and the Seller Declaration are in full compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules; (D) the relief requested in the Application is in the best interests of the Debtors, their estates and creditors; and (E) notice of the Application was due and proper under the circumstances; and after due deliberation, and good and sufficient cause appearing therefore, it is hereby,

ORDERED, ADJUDGED AND DECREED THAT:

1. The Debtors are authorized to retain and employ GLC as their investment banker in the Chapter 11 Cases, pursuant to the terms and conditions set forth in the Application, the Engagement Letter, the Seller Declaration, as modified by this Order, effective as of the Petition Date.

2. None of the fees payable to GLC shall constitute a "bonus" or fee enhancement under applicable law.

3. The compensation, fees, and expenses payable to GLC pursuant to the Engagement Agreement, together with the indemnification, reimbursement of expenses, and contribution obligations owed to GLC and any other GLC Party under the Engagement Agreement, shall be subject to review only pursuant to the standard of review set forth in section 328(a) of the

Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code or any other standard of review.

4. Notwithstanding the preceding paragraph or anything to the contrary in this Order, the U.S. Trustee and the Court shall retain the right to object to the compensation, fees, and expenses to be paid to GLC pursuant to the Application and the Engagement Agreement based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court shall consider any such objection by the U.S. Trustee under section 330 of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of GLC's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of GLC's fees.

5. The Debtors are authorized to compensate and reimburse GLC pursuant to the terms of the Engagement Agreement, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court.

6. In light of the services to be provided by GLC and the compensation structure in the Engagement Agreement, GLC and its professionals shall be excused from: (i) any requirement to maintain or provide detailed time records in accordance with Bankruptcy Rule 2016(a) and the United States Trustee Fee Guidelines; and (ii) conforming with a schedule of hourly rates for its professionals. Instead, notwithstanding that GLC does not charge for its services on an hourly basis, GLC will nonetheless maintain reasonably detailed time records in 0.5 hour increments containing descriptions of those services rendered for the Debtors, and the individuals who

provided those services, and will present such records together with its fee applications filed with the Court.

7. The Debtors shall be bound by the indemnification, contribution, reimbursement, and exculpation provisions set forth in the Engagement Agreement, subject during the pendency of these cases to the following:

- a) Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify, and shall indemnify, the Indemnified Persons for any claims arising from, related to, or in connection with the services to be provided by GLC as specified in the Application, but not for any claim arising from, related to, or in connection with GLC's post-petition performance of any other services (other than those in connection with the engagement), unless such post-petition services and indemnification therefor are approved by this Court;
- b) The Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense that is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from the Indemnified Person's gross negligence, bad faith, willful misconduct, fraud, breach of fiduciary duty (if any) or self-dealing (if found to be applicable) (ii) for a contractual dispute in which the Debtors allege the breach of such Indemnified Person's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) infra, to be a claim or expense for which the Indemnified Person is not entitled to receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and
- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period during which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Persons for indemnification, contribution, or reimbursement, and not

as a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons.

8. Notwithstanding any provision in the Engagement Agreement to the contrary, the contribution obligations of the Indemnified Persons shall not be limited to the aggregate amount of fees actually received by GLC from the Debtors pursuant to the Engagement Agreement.

9. Notwithstanding anything in the Application or the Engagement Agreement to the contrary, to the extent GLC retains the services of independent or third party contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the "**Contractors**") in these Chapter 11 Cases to conduct certain of its investment banking services under the Engagement Agreement in its stead and GLC seeks to pass through to the Debtors, and requests to be reimbursed for, the fees and/or costs of the Contractors, GLC shall (a) pass through the fees of such Contractors to the Debtors at the same rate that GLC pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; and (c) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014.

10. In the event that, during the pendency of these Chapter 11 Cases, GLC seeks reimbursement for any attorneys' fees and/or expenses pursuant to the Engagement Letter, the invoices and reasonably detailed supporting time records from such attorneys shall be included in GLC's own fee applications and subject to approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327 and without regard to whether such attorney's services satisfy Bankruptcy Code section 330(a)(3)(C).

11. GLC will review its files periodically through these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or

relationships are discovered or arise, GLC will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

12. To the extent the Debtors and GLC enter into any supplemental agreements or engagement letters not otherwise contemplated by the Engagement Letter (collectively, “***Expanded Retention Documents***”), the Debtors will file such Expanded Retention Documents with the Court and serve such Expanded Retention Documents upon the U.S. Trustee and the Creditors’ Committee. If no objection is filed and served on the Debtors within ten (10) days after such Expanded Retention Documents are served, the Court may enter an order approving GLC’s retention under such Expanded Retention Documents. To the extent any of such party objects within ten (10) days of such Expanded Retention Documents being served, the Debtors will promptly schedule a hearing before the Court on such matter. The Expanded Retention Documents will not be effective unless and until they are approved by the Court. All additional services shall be subject to the provisions of this Order.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

14. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry, notwithstanding the possible applicability of Bankruptcy Rule 6004.

15. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

16. To the extent that this Order is inconsistent with the Application, the Seller Declaration (including any supplement(s) thereto), or the Engagement Agreement, the terms of this Order shall govern.

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

Signed: _____

UNITED STATES BANKRUPTCY JUDGE