

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

In re:

AIRSPAN NETWORKS HOLDINGS INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 24-10621(TMH)

(Jointly Administered)

**DEBTORS' APPLICATION TO RETAIN AND EMPLOY DORSEY & WHITNEY LLP
AND DORSEY & WHITNEY (DELAWARE) LLP AS ATTORNEYS FOR THE
DEBTORS AND DEBTORS IN POSSESSION**

Airspan Networks Holdings Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases, state as follows in support of this application (the “Application”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), authorizing the Debtors to retain and employ Dorsey & Whitney LLP and Dorsey & Whitney (Delaware) LLP (collectively, “Dorsey” or the “Firm”) as their attorneys in these chapter 11 cases in accordance with the terms and conditions set forth in that certain engagement letter dated December 27, 2023 (the “Engagement Letter”),² a copy of which is attached hereto as **Exhibit A**. In support of this Application, the Debtors attach the declaration of Eric Lopez Schnabel (the “Schnabel Declaration”), as **Exhibit B**.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Airspan Networks Holdings Inc. (2786); Airspan Networks Inc. (0097); Airspan IP Holdco LLC (9270); and Airspan Networks (SG) Inc. (2232). The location of the Debtors’ service address is: 777 Yamato Road, Suite 310, Boca Raton, FL 33431.

² Any references to or summaries of the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there are any conflicts between the Engagement Letter and the summaries provided herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rules 2014-1 and 2016-1.

Background

5. On March 31, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Court. In accordance with the *Order (I) Directing Joint Administration of the Debtors’ Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 48], these chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the

appointment of a trustee or examiner in these cases and no statutory committee has been appointed.

6. Additional information regarding the Debtors' businesses and circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Glenn Laxdal in Support of the First Day Motions* [Docket No. 14] (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.³

The Firm's Qualifications

7. The Debtors seek to retain Dorsey because of Dorsey's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

8. In preparing for its representation of the Debtors in these chapter 11 cases, Dorsey has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. Dorsey is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

9. In the months leading to the filing of the Debtors' chapter 11 petition, Dorsey assisted and advised the Debtors in, among other things: evaluating restructuring strategies, corporate governance matters, tax and securities matters, identifying and selecting an investment banker and financial advisor, and formulating strategies for these chapter 11 cases.

10. The Debtors are informed that Eric Lopez Schnabel is a member in good standing of, among others, the bar of the State of Delaware and the United States District Court for the District of Delaware, and other Dorsey attorneys who will be employed in these chapter 11 cases are members in good standing of, among others, the bars of the states of California, Delaware,

³ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration.

Minnesota, Utah, Arizona, and New York, and the United States District Courts located in those jurisdictions.

11. The Debtors have selected Dorsey to serve as their bankruptcy counsel because Dorsey is familiar with the Debtors and their business, management, personnel, ownership, facilities, and history, and Dorsey's attorneys have extensive experience and knowledge in the fields of bankruptcy, debtors' and creditors' rights, debt restructuring and corporate reorganizations, tax, employee benefits, corporate finance, and commercial litigation, among others.

12. Accordingly, the Debtors believe that Dorsey is well qualified to represent them in their chapter 11 cases.

Services to Be Provided

13. The Debtors request the retention and employment of Dorsey to render the following legal services, subject to Court approval, among others:

- advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- attending meetings and negotiating with representatives of creditors and other parties in interest;
- taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- representing the Debtors in connection with obtaining authority to continue using cash collateral and to obtain postpetition financing;

- advising the Debtors in connection with any potential sale of assets;
- appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- advising the Debtors regarding tax, corporate, and regulatory matters;
- taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

14. The Debtors also intend to retain Intrepid Investment Bankers LLC to perform investment banker and business advisory services and VRS Restructuring Services, LLC to provide financial advisory services. The Debtors may also seek to retain other professionals to perform services regarding discrete or specialized matters. Dorsey intends to work closely with these professionals and the Debtors' senior management team to ensure that there is no unnecessary duplication of services performed for, or charged to, the Debtor's estates.

Professional Compensation

15. The proposed arrangement for compensation is set forth in the Engagement Letter. See **Exhibit A**. The Firm's fees are determined on the basis of time billed at hourly rates. The Firm's hourly rates vary with the experience and seniority of its attorneys and paraprofessionals and are adjusted in October of each year. Work is assigned among attorneys and other professionals, including legal assistants, so as to meet the Debtors' needs, including timing requirements, in an economically efficient manner, typically resulting in blended rates of approximately \$700 per hour or less. The Firm did not vary from, or agree to any alternatives to, its standard or customary billing arrangements for this engagement. The Firm's hourly rates

applicable to restructuring attorneys who will be responsible for the work that the Firm will perform are as follows:

<u>Billing Category</u>	<u>Rate Range</u>
Partners	\$595-\$1,250
Associates	\$450-\$775
Paraprofessionals	\$345-\$405

16. These rates are consistent with rates that the Firm charges in other comparable chapter 11 cases, with no variation based upon the geographical location of a case.

17. Expenses related to the Firm's services will be included in the Firm's applications for compensation, which may include third-party disbursements, such as travel expenses, messenger charges, filing and recording fees, and other costs. The Firm intends to bill such expenses at the Firm's cost. Certain other expenses, such as photocopying, computerized research and long distance tolls, will be billed in accordance with the Firm's standard schedule of charges. To the extent there may be large third-party disbursements, such as expert fees and expenses, mediation and arbitration fees, deposition costs and substantial travel expenses, the Firm may ask that the Debtors be responsible for paying them directly, rather than through the Firm.

18. The Firm's customary fees and expenses incurred in connection with this representation are to be paid out of the Debtors' estates. The Firm will apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other orders of the Court. The Debtors will be jointly and severally liable for all fees and expenses incurred by the Firm for services rendered to the Debtors pursuant to the Engagement Letter.

19. In connection with the Engagement Letter, the Debtors paid an initial retainer to the Firm in the amount of \$650,000 for services performed and to be performed in connection

with the filing of these chapter 11 cases. In accordance with the Engagement Letter's evergreen provision, the Debtors replenished the retainer prior to the Petition Date, resulting in an aggregate total retainer of \$1,400,000. Prior to the filing of these cases, the Firm drew down on that retainer on account of prepetition services rendered by the Firm, leaving a retainer balance of \$274,791.46 as of the Petition Date and a balance of \$0 as of commencement of these chapter 11 cases.

The Firm's Disinterestedness

20. To the best of the Debtors' knowledge, Dorsey attorneys have no interest adverse to the Debtors, or to the Debtors' bankruptcy estates, and are disinterested. The Firm has no connections with the Debtors, the Debtors' creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any other person employed in the office of the U.S. Trustee, except as disclosed in the Schnabel Declaration. The Schnabel Declaration demonstrates that although the Firm represents and has represented certain of the Debtors' creditors or affiliates of the Debtors' creditors: (i) those matters are not substantially related to these chapter 11 cases; (ii) the representations are concluded; (iii) the representation is of an affiliate; or (iv) the representations and the claims of those creditors are immaterial and *de minimis*.

21. Additionally, the Firm currently represents entities or affiliates of such entities that may have direct or indirect claims against or interests in one or more of the Debtors on matters unrelated to the Debtors or these cases. For the avoidance of doubt, as specified in the Schnabel Declaration, the Firm will not commence a cause of action in these chapter 11 cases against entities listed on **Schedule 2** to the Schnabel Declaration that are current clients of the Firm unless the Firm has an applicable waiver on file or first receives a waiver from such entity allowing the Firm to commence such an action. To the extent that a waiver does not exist or is

not obtained from such an entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such a particular matter by conflicts counsel, as appropriate.

Basis for Relief

22. The Debtors seek to retain the Firm as their attorneys pursuant to Bankruptcy

Code section 327(a), which provides that a debtor, subject to Court approval:

[M]ay 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 the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

23. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] 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 [firm'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.

24. For all the reasons stated herein, the retention and employment of the Firm is warranted. The Firm is a "disinterested person" within the meaning of Bankruptcy Code section 101(14) as required by Bankruptcy Code section 327(a), does not hold or represent an interest adverse to the Debtors, and has no connection to the Debtors, their creditors, or other parties in interest except as set forth in the Schnabel Declaration. The Debtors request that the Court approve this Application.

Notice

25. Notice of this Application has been provided by email, facsimile, or overnight courier to: (a) the Office of the U.S. Trustee; (b) the holders of the 15 largest unsecured claims against the Debtors (on a consolidated basis); (c) the Senior Secured Creditors and their legal advisors, Davis Polk & Wardwell LLP and Richards, Layton & Finger, P.A.; (d) counsel to the Consenting Subordinated Term Loan Lenders, Sidley Austin LLP; (e) Golden Wayford, (f) the United States Attorney's Office for the District of Delaware; (g) the state attorneys general for states in which the Debtors conduct business; (h) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (i) any other party entitled to notice pursuant to Local Rule 2002-1(b). In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

26. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: April 11, 2024
Wilmington, Delaware

/s/ Glenn Laxdal
Glenn Laxdal
President and CEO
Airspar Networks Holdings Inc.

Exhibit A

Engagement Letter



BETSY SANDERS PARKER
Partner
(612) 492-6028
FAX (952) 516-5685
parker.betsy@dorsey.com

December 27, 2023

VIA ELECTRONIC MAIL

Airspan Networks Holdings Inc.
David Brant
777 Yamato Rd, Ste 310
Boca Raton, FL 33431

Re: Engagement

Dear David:

Thank you for asking Dorsey & Whitney LLP (the "Firm") to represent and advise Airspan Networks Holdings Inc. (the "Company") and its affiliates listed on Exhibit A attached hereto (collectively, the "Company Group") with respect to the legal services described below.

Because clear and timely communication is important for serving clients well, we want to begin by stating mutual understandings about services and charges.

Services. The firm will provide legal services for the Company Group with regard to restructuring advice to the Company Group generally, and in connection with and including negotiation and documentation of a sale or merger transaction and/or the possible commencement and prosecution of bankruptcy cases under Chapter 11 (the "Chapter 11 Cases") of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court of applicable jurisdiction (the "Bankruptcy Court"), and the negotiation and documentation of bridge debt in support of either or both of these outcomes. It is mutually understood that these services are solely for the benefit of the Company Group and that the Firm's representation does not include the representation of the Company Group's owners, officers, partners, employees, agents, or affiliates. Upon filing of the Chapter 11 cases, Dorsey's employment by the Company Group will also be subject to the approval of the Bankruptcy Court, and the rules and other procedures required by the Bankruptcy Court, if inconsistent with this Agreement, shall control. To the extent the Company Group requires additional services which are not covered by this engagement letter, including prosecuting or defending any potential litigation, we will separately at that time discuss and agree in writing upon the terms of such additional engagement(s). Please let me know if you have any questions or concerns regarding the foregoing.

Fees, Disbursements and Billing. The Firm's fees for this matter shall be based on our usual and customary hourly rates and minimum increments. Betsy Parker and Eric Schnabel will lead the work on this matter. Betsy Parker's billable rate is \$745 per hour. Eric Schnabel's billable



Airspan Networks Holdings Inc.
December 27, 2023
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rate is \$1,150 per hour. We will plan to use associates as needed, together with other attorneys with necessary subject-matter expertise.

The Firm's hourly rates with respect to this matter are subject to adjustment from time to time, usually in October. The Firm's fees may also be affected by factors such as the amount involved in the representation, unusual time constraints, use of prior work product, and overall value of the services. Although on client request we may attempt to estimate the fees for an engagement, legal representations often involve variables that make it difficult or impossible to estimate fees accurately.

Disbursements for certain items, such as filing fees and travel expenses, are usually advanced by us, then billed to clients. The Firm may ask providers, such as court reporters or expert witnesses, to submit certain substantial charges directly to clients. The Firm will provide the Company with a billing statement monthly or more frequently if we deem it appropriate.

Retainer. The Firm will require an advance retainer of \$650,000 (the "Retainer") for the Firm's representations of the Company Group with respect to this matter and all other matters for which the Firm represents or will represent the Company Group. The Retainer will be paid as follows: (i) the existing retainer amount of \$310,348.99 that the Company Group has paid to the Firm will be applied towards the Retainer, and (ii) the Company will pay the balance of the Retainer on or before December 18 or such other date as the Firm and the Company may mutually agree in writing. As we have discussed, the ultimate amount of attorneys' fees and costs of our representations, including the periods prior to and during the possible Chapter 11 Cases, may exceed the Retainer. The Retainer will remain in our client trust account for the duration of our representation, except that we may use such funds to satisfy fees or costs either accrued or due and owing arising out of our representations of the Company Group in this and other matters. In the event that said retainer is depleted in full or in part, the Firm shall require a further advance retainer to replenish the retainer amount to \$650,000. In that event, we would reserve the right to discontinue our representation until we receive funds which restore the full retainer. We may also use the retainer to satisfy fees or costs accrued at the conclusion of a representation. If an amount is due after crediting the retainer, that amount is due and payable upon receipt of the billing statement. To the extent that the Retainer is drawn upon prior to the commencement of any Chapter 11 Cases, we will require that it be replenished on the eve of the filing of the Chapter 11 Cases. After any of the foregoing applications, we will return any unearned balance promptly on completion or termination of our representation of the Company Group in all matters.

Completing Our Services. The Firm intends and expects to complete its services to your satisfaction. However, the Firm will withdraw from representation upon client request. The Firm may also withdraw in the manner and for the reasons provided by judicial and professional rules, such as if our fees are not paid timely. At the conclusion of representation, the Company may request a copy of any files or papers to which the Company is entitled, for which the Firm may charge a reasonable fee for the cost of copying all documents and the cost of gathering and/or producing electronic documents.



Airspan Networks Holdings Inc.
December 27, 2023
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File Retention and Destruction. The Firm's policy is to deliver to clients during or promptly following the completion of a particular matter all original documents and materials the client has provided to us, and all materials prepared as a part of the representation that are necessary for the client to have. The Firm may charge a reasonable cost for photocopying file documents. Extra copies of documents or other duplicative materials are likely to be discarded when the file is closed. The Firm retains the remaining file for ten years, but does not provide additional notice of its destruction.

Please sign and return a copy of this letter to the undersigned at your earliest convenience. Please keep an original for your file. Acceptance of the Firm's legal services entails acceptance of the terms of this letter.

We greatly appreciate the opportunity to be of service. If there are any questions about our services, or the fee and billing arrangements, please call the undersigned.

Very truly yours,

DORSEY & WHITNEY LLP

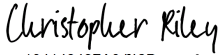
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AAE53E8C5691497...
Betsy Sanders Parker
PARTNER

BP:lf

The arrangements stated above are hereby agreed to.

AIRSPAN NETWORKS HOLDINGS INC. and its affiliates on Exhibit A

DocuSigned by:

1041437071294123
By: Christopher Riley
Name: Christopher Riley
Title: General Counsel

Date: December 29, 2023

Exhibit A – Affiliate List

- Airspan Networks Inc.
- Airspan IP Holdco LLC
- Airspan Networks (SG) Inc.
- Airspan Communications Limited
- Airspan Networks Limited
- Airspan Japan KK
- Airspan Networks Inc. Sucursal Colombia
- DAL BlockerCo, LLC
- Airspan Networks Pty Limited
- Airspan Networks (India) Private Limited
- Airspan Communications Limited (Nepal)
- Airspan Networks (Poland) Sp z.o.o.
- Airspan Networks (Finland) OY
- Airspan Solutions Limited
- Cong TY TNHH Airspan Vietnam
- Airspan Italy SRL
- Airspan Communications Limited Philippines Branch
- P.T. Airspan Networks Indonesia

Exhibit B

Eric Lopez Schnabel Declaration

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

In re:

AIRSPAN NETWORKS HOLDINGS INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 24-10621(TMH)

(Jointly Administered)

**DECLARATION OF ERIC LOPEZ SCHNABEL IN SUPPORT OF THE DEBTORS’
APPLICATION TO EMPLOY AND RETAIN DORSEY & WHITNEY LLP AND
DORSEY & WHITNEY (DELAWARE) LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION**

I, Eric Lopez Schnabel, declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that:

1. I am over the age of 18 years, I am competent to make this declaration, and I have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct. I am an attorney admitted to practice in the states of Delaware, New Jersey, New York, and Pennsylvania, and in the Third Circuit Court of Appeals, the Fifth Circuit Court of Appeals, the District of Delaware, the District of New Jersey, the Eastern District of New York, the Southern District of New York, the Eastern District of Pennsylvania, and the Western District of Pennsylvania.

2. I am a partner at the law firms Dorsey & Whitney LLP and Dorsey & Whitney (Delaware) LLP (collectively, the “Firm”). The Firm maintains offices for the practice of law in twenty-one (21) cities, including one at 300 Delaware Avenue, Suite 1010, Wilmington, DE

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Airspan Networks Holdings Inc. (2786); Airspan Networks Inc. (0097); Airspan IP Holdco LLC (9270); and Airspan Networks (SG) Inc. (2232). The location of the Debtors’ service address is: 777 Yamato Road, Suite 310, Boca Raton, FL 33431.

19801. The Firm's main telephone number for its Delaware office is (302) 425-7171 and the Firm's main facsimile number is (302) 261-7419.

3. In conjunction with the Debtors' retention of the Firm, I directed a search of the Firm's conflicts system for each of the Debtors' creditors and insiders (the "Potential Parties in Interest") that are listed on Schedule 1.

4. The Firm may represent other affiliates whose identities and affiliation did not show up on the conflicts system. It is possible that there are creditors that the Debtors did not identify in their records that are clients of the Firm. The following summarizes the findings gleaned from my review of the information available on the Firm's conflicts system divided into current clients of the Firm that are also creditors of the Debtors, former clients and affiliates of current clients of the Firm that are also creditors of the Debtors, and my and the Firm's connections with the Debtors and their current and former officers, directors, and professionals.

A. The Firm's Prior Relationship to the Debtors

5. In the months leading to the filing of the Debtors' chapter 11 petitions, Dorsey assisted and advised the Debtors in, among other things: evaluating restructuring strategies, corporate governance matters, tax and securities matters, identifying and selecting an investment banker and financial advisor, and formulating strategies for these chapter 11 cases.

6. In connection with the Engagement Letter, the Debtors provided an initial retainer to the Firm in the amount of \$650,000.² The Firm assisted the Debtors and all the associated other professionals of the Debtors and their various stakeholders with the preparation necessary for the filing of the Debtors' voluntary petitions and transitioning their operations into

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Letter, as applicable.

chapter 11, including without limitation negotiating the RSA, Prepackaged Plan and all the related pleadings and documents.

7. In accordance with the Engagement Letter's evergreen provision, the Debtors replenished the retainer prior to the Petition Date, resulting in an aggregate total retainer of \$1,400,000. Prior to the filing of these cases, the Firm drew down on that retainer on account of prepetition services rendered by the Firm, leaving a retainer balance of \$274,791.46 as of the Petition Date and a balance of \$0 as of commencement of these chapter 11 cases.

8. As set forth in the table below, during the ninety (90) days prior to the Petition Date, Dorsey received the following payments for professional services actually performed in connection with the preparation and commencement of these chapter 11 cases and increases in the retainer.

Transaction	Date	Drawdown Amount	Payment Amount	Retainer Balance
	1/1/24			\$310,348.99
Advanced Payment Retainer Increase	1/8/24		\$200,000	\$510,348.99
Direct Payment of Invoice 3939026-30	2/9/24		\$190,910.25	\$510,348.99
Advanced Payment Retainer Increase	3/7/24		\$600,000	\$1,110,348.99
Direct Payment of Invoices 3944132, 3944133, 3944134, 3944135, 3951791	3/7/24		\$450,312.50	\$1,110,348.99
Payment of Invoice 3956314 from Retainer	3/15/24	\$166,570		\$943,778.99
Payment of Invoices 3956315, 3956315LM, 72384 from Retainer	3/18/24	\$468,190.80		\$475,588.19
Advanced Payment Retainer Increase	3/19/24		\$600,000	\$1,075,588.19
Payment of Invoices 3958679 and 72386 from Retainer	3/21/24	\$228,651.01		\$846,937.18
Payment of Invoices 3961670 and 72396 from Retainer	3/26/24	\$220,112.69		\$626,824.49
Payment of Invoice 3963447 from Retainer	3/29/24	\$352,033.03		\$274,791.46

B. Current Clients of the Firm that are Creditors of the Debtors

9. The Firm currently represents, or has represented, entities or affiliates of entities that may have direct or indirect claims or interests against or in one or more of the Debtors. Those parties are listed on the attached **Schedule 2**. The Firm's ongoing representation of the **Schedule 2** entities do not involve or relate to the Debtors or these cases. The determination of whether a client is a "former client" is based on the date of last activity in the Firm's billing software system being five (5) years or more prior to the Petition Date herein, or the engagement of that client as having been concluded or terminated. The designation of a former client may not foreclose a continuing attorney-client privilege.

10. In the event that any matters or issues arise that are directly adverse to these current clients of the Firm, these matters or issues will be handled by conflicts counsel, as appropriate.

11. The Firm previously represented, but does not currently represent, other potential creditors or affiliates of potential creditors of the Debtors as reflected on **Schedule 2**.

C. Creditors of the Debtors that are Adverse to the Firm's Clients

12. The Firm represents, or has represented in the past, clients that are adverse or potentially adverse to certain creditors (or affiliates of creditors) of the Debtors. However, such representations are in matters unrelated to the Debtors or these bankruptcy cases.

D. The Firm's Connections with the Debtors, Officers and Professionals

13. The Firm has in the past had, and is likely in the future to have, common clients and connections with the Debtors' prepetition and postpetition attorneys, accountants and other professionals. None of those connections are material or present any conflict of interest.

14. Except as set forth herein, neither I nor the Firm have had any connection with the above-named Debtors, or insiders or affiliates of the Debtors, the Debtors' creditors, any

other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any other person employed in the Office of the United States Trustee, and the Firm and I are disinterested persons within the meaning of Bankruptcy Code section 101(14), to the best of my knowledge.

E. Statement Regarding United States Trustee Guidelines

15. The Firm shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with Bankruptcy Code sections 330 and 331, and applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules and any other applicable procedures and orders of the Court.

F. Attorney Statement Pursuant to the U.S. Trustee Fee Guidelines

16. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Fee Guidelines:

Question: Did the Firm agree to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement?

Answer: No. The Firm and the Debtors have not agreed to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement. The rate structure provided by the Firm is appropriate and is not significantly different from (a) the rates that the Firm charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

Question: Do any of the Firm professionals in this engagement vary their rate based on the geographical location of the Debtors' chapter 11 cases?

Answer: No. The hourly rates used by the Firm in representing the Debtors are consistent with the rates that the Firm charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

Question: If the Firm has represented the Debtors in the 12 months prepetition, disclose the Firm's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If the Firm's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: The rates of restructuring attorneys in the Firm currently range from \$450 to \$1,250 per hour and the paraprofessional rates range from \$345 to \$405 per hour. Since December 2023, the Firm represented the Debtors under the Engagement Letter using the foregoing hourly rates.

Question: Have the Debtors approved the Firm's budget and staffing plan, and if so, for what budget period?

Answer: The Debtors have approved the Firm's budget. The Firm has not prepared a formal staffing plan.

17. The Firm will periodically review both the changes in identifiable parties in interest of the Debtors and clients of the Firm as such information becomes available or relevant, and will update this disclosure as appropriate.

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

Executed on April 11, 2024.

/s/ Eric Lopez Schnabel

Eric Lopez Schnabel

Partner, Dorsey & Whitney LLP

Schedule 1

Schedule of Searched Parties

Party Name	Category
Airspan Network Holdings Inc. (f/k/a New Beginnings Acquisition Corp.)	Debtors
Airspan Networks Inc.	Debtors
Airspan IP Holdco LLC	Debtors
Airspan Networks (SG) Inc.	Debtors
Airspan Communications Limited (England & Wales)	Debtors
Airspan Networks Ltd. (Israel)	Debtors
Airspan Japan KK	Debtors
DAL BlockerCo, LLC	Non-Debtor Affiliate
Airspan Networks Inc. Sucursal Columbia	Non-Debtor Affiliate
P.T. Airspan Networks Indonesia	Non-Debtor Affiliate
Airspan Networks Pty Limited	Non-Debtor Affiliate
Airspan Networks (India) Private Limited	Non-Debtor Affiliate
Airspan Communications Limited (Nepal)	Non-Debtor Affiliate
Airspan Networks (Poland) Sp z.o.o.	Non-Debtor Affiliate
Airspan Networks (Finland) OY	Non-Debtor Affiliate
Airspan Solutions Limited (Israel)	Non-Debtor Affiliate
Cong TY TNHH Airspan Vietnam	Non-Debtor Affiliate
Airspan Italy SRL	Non-Debtor Affiliate
Airspan Communications Limited Philippines Branch	Non-Debtor Affiliate
Golden Wayford LTD	Secured Creditor
Softbank Group Capital Limited (formerly known as Softbank Group International Limited)	Secured Creditor
DBFIP ANI LLC	Secured Creditor
PJT Partners LLP	Professionals
Motorola Solutions, Inc.	Contract Counterparty
Comcast Cable Communications Management, LLC	Contract Counterparty
Dell Products, L.P.	Contract Counterparty
Amazon Data Services, Inc.	Contract Counterparty
Microsoft Corporation	Contract Counterparty
DISH Wireless L.L.C.	Contract Counterparty
Dense Air Limited (f/k/a Airspan Spectrum Holdings Limited) (UK Co.)	Contract Counterparty
Dense Air BlockerCo LLC (f/k/a DAL BlockerCo, LLC)	Contract Counterparty
Reliance JIO Infocomm Limited	Contract Counterparty
Rakuten Mobile Network, Inc.	Contract Counterparty
Gogo Business Aviation LLC	Contract Counterparty
Cisco Systems Inc.	Contract Counterparty
ISP Supplies, LLC	Contract Counterparty
Wave Bermuda LTD	Contract Counterparty
ENA	Contract Counterparty
Codium Networks	Contract Counterparty
El Paso Communication Systems, Inc.	Contract Counterparty
Bearcom	Contract Counterparty
NEC Africa Proprietary Limited	Contract Counterparty
Allnet.Italia S.p.A.	Contract Counterparty
Mimosa Networks, Inc.	Contract Counterparty
ASBIS Middle East FZE	Contract Counterparty

Party Name	Category
Streakwave Wireless	Contract Counterparty
Charter Communications Operating, LLC	Contract Counterparty
Qualcomm CDMA Technologies Asia-Pacific Pte. Ltd.	Contract Counterparty
Qualcomm Technologies, Inc.	Contract Counterparty
Qualcom COMA Technologies Asia-Pacific Pte. Ltd.	Contract Counterparty
Qualcomm Incorporated	Contract Counterparty
Cloud Network Technology Singapore Pte. Ltd.	Contract Counterparty
Hon Hai Precision Ind. Co., Ltd.	Contract Counterparty
Foxconn Industrial Internet Co., Ltd.	Contract Counterparty
Cape EMS Manufacturing (M) Sdn. Bhd. & Cape Manufacturing (M) Sdn	Contract Counterparty
Radisys Corporation	Contract Counterparty
Continuous Computing Corporation	Contract Counterparty
Dense Air Networks, LP (f/k/a DAL Networks, LLC)	Contract Counterparty
Huawei Technologies Co., Ltd.	Litigation Parties
Spectralicensing Group LLC	Litigation Parties
Western Alliance, LLC	Litigation Parties
Sons of Innovation LLC	Litigation Parties
T-Mobile	Litigation Parties
Nodal Technologies LLC	Litigation Parties
Sprint	Litigation Parties
ACL Capital Pt.	Insurance Provider
AVM, L.P.	Insurance Provider
AXA XL - Professional Insurance	Insurance Provider
ARC Excess and Surplus LLC	Insurance Provider
Allied World Insurance Company	Insurance Provider
Berkshire Hathaway Specialty Insurance	Insurance Provider
National Union Fire Insurance Company of Pittsburgh, PA	Insurance Provider
XL Specialty Insurance Company	Insurance Provider
Vantage Risk Assurance Company	Insurance Provider
Falcon Risk Services	Insurance Provider
HDI Global Specialty SE	Insurance Provider
Chubb European Group SE	Insurance Provider
USI Insurance Services, Inc.	Insurance Provider
Great Northern Insurance Company	Insurance Provider
Federal Insurance Company	Insurance Provider
Pacific Indemnity Company	Insurance Provider
ICICI Lombard General Insurance Company Ltd	Insurance Provider
Tata AIG General Insurance Company Ltd.	Insurance Provider
PT Chubb General Insurance Indonesia	Insurance Provider
Menora Mivtachim Insurance Ltd.	Insurance Provider
Howden Insurance & Reinsurance Brokers Phillippines, Inc.	Insurance Provider
Chubb European Group SE Spolka Europejska Oddzial w Polsce	Insurance Provider
Chubb Insurance Vietnam Company Limited	Insurance Provider
Beazley MediaTech	Insurance Provider
Beazley USA Services, Inc.	Insurance Provider
Beazley Group	Insurance Provider

Party Name	Category
WPT Land 2 LP	Landlord
Liberty Property Limited Partnership	Landlord
Slough Trading Estate Limited	Landlord
Slough Borough Council	Landlord
BNP Paribas Securities Services Trust Company (Jersey) Limited	Landlord
BNP Paribas Securities Services Trust Company Limited	Landlord
VRS Restructuring Services, LLC	Professionals
Lumen/Level 3 Communications	Utility Provider
Century Link Communications	Utility Provider
Arizona Department of Revenue	Taxing Authority
California Department of Revenue	Taxing Authority
Colorado Department of Revenue	Taxing Authority
Florida Department of Revenue	Taxing Authority
Illinois Department of Revenue	Taxing Authority
Kansas Department of Revenue	Taxing Authority
Maryland Department of Revenue	Taxing Authority
Massachusetts Department of Revenue	Taxing Authority
Minnesota Department of Revenue	Taxing Authority
Missouri Department of Revenue	Taxing Authority
New Jersey Department of Revenue	Taxing Authority
New York Department of Revenue	Taxing Authority
Texas Department of Revenue	Taxing Authority
Virginia Department of Revenue	Taxing Authority
Washington Department of Revenue	Taxing Authority
Davis Polk & Wardwell LLP	Professionals
Sidley Austin LLP	Professionals
Judge Laurie Selber Silverstein	Judicial
Judge John T. Dorsey	Judicial
Judge Craig T. Goldblatt	Judicial
Judge Thomas M. Horan	Judicial
Judge Karen B. Owens	Judicial
Judge Brendan L. Shannon	Judicial
Judge J. Kate Stickles	Judicial
Judge Mary F. Walrath	Judicial
Judge Ashely M. Chan	Judicial
Cacia Batts	Judicial
Lora Johnson	Judicial
Laura Haney	Judicial
Robert Cavello	Judicial
Demitra Yeager	Judicial
Nickita Barksdale	Judicial
Amanda Hrycak	Judicial
Danielle Gadson	Judicial
Claire Brady	Judicial
Marquetta Lopez	Judicial
Jill Walker	Judicial

Party Name	Category
Rachel Bello	Judicial
Paula Subda	Judicial
Al Lugano	Judicial
Catherine Farrell	Judicial
Laurie Capp	Judicial
Joan Ranieri	Judicial
Joseph McMahon	Judicial
Tom Huseby	Officers & Directors
Scot Jarvis	Officers & Directors
Mike Flynn	Officers & Directors
Mathew Oomman	Officers & Directors
Marc Heimowitz	Officers & Directors
Glenn Laxdal	Officers & Directors
David Brant	Officers & Directors
Eric D. Stonestrom	Officers & Directors
Michael Liebowitz	Officers & Directors
Bandel L. Carano	Officers & Directors
Divya Seshamani	Officers & Directors
FIP UST LP	Secured Creditor
FORTRESS LENDING II HOLDINGS L.P.	Secured Creditor
FORTRESS LENDING FUND II MA-CRPT LP	Secured Creditor
DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP	Secured Creditor
FORTRESS LENDING HOLDINGS L.P.	Secured Creditor
PENDRELL CORPORATION	Secured Creditor
Oak Investment Partners	Equity
Grant Thornton LLP	Top 30
Talma Travel	Top 30
3G Americas LLC	Top 30
Etrade Financial Corporate	Top 30
O-Ran Alliance E.V.	Top 30
Ernst and Young LLP	Professionals
Capgemini America Inc.	Top 30
Teltech Communications	Top 30
Salesforce Inc.	Top 30
Tuv Rheinland	Top 30
Gibsons Tree LLC	Top 30
H&A Consulting Services Inc.	Top 30
450 MHZ Alliance	Top 30
Tempest Telecom Solutions	Top 30
Ongo Alliance	Top 30
Intralinks Inc.	Top 30
Business Wire Inc.	Top 30
Compintelligence Inc.	Top 30
Level 3 Communications LLC (TW Telecom)	Top 30
Milner Document Prod	Top 30
Clarity Benefit Solutions	Top 30

Party Name	Category
Fedex Express	Top 30
Wwex Investment Holdings LLC	Top 30
Amazon Capital Services Inc.	Top 30
Compass Group USA Inc.	Top 30
Corporate Creations	Top 30
Purchase Power	Top 30
Rafael Herrera - H&A Consulting	Independent Contractor
Lien Nguyen	Independent Contractor
Silvestro Galluccio	Independent Contractor
SSKodama Consultoria	Independent Contractor
Husam Khater	Independent Contractor
Marissa Mabanag	Independent Contractor
Javier Salomom	Independent Contractor

Schedule 2

Client Name / Affiliate	Name Checked Against Database	Relation to Debtors	Status
Allied Group Insurance	Allied World Insurance Company	Insurance Provider	Former
Amazon.com, Inc.	Amazon Data Services Inc.	Contract Counterparty	Former
McLane Minnesota, Inc.	Berkshire Hathaway Specialty Insurance	Insurance Provider	Former
Johns Mansville	Berkshire Hathaway Specialty Insurance	Insurance Provider	Former
GEICO Corporation	Berkshire Hathaway Specialty Insurance	Insurance Provider	Former
National First & Marine Insurance Company	Berkshire Hathaway Specialty Insurance	Insurance Provider	Former
Bank of the West	BNP Paribas Securities Services Trust Company (Jersey) Ltd.	Landlord	Current
Business Wire, Inc.	Business Wire Inc.	Creditor	Current
CAP Gemini America, Inc.	Capgemini America Inc.	Creditor	Former
CenturyLink, Inc.	Century Link Communication	Utility Provider	Former
Charter Communications, Inc.	Charter Communications Operating LLC	Contract Counterparty	Former
Chubb PLC	Chubb European Group SE	Insurance Provider	Former
CISCO Systems, Inc.	CISCO Systems Inc.	Contract Counterparty	Former
Comcast Cable Communication, LLC	Comcast Cable Communications Management LLC	Contract Counterparty	Current
Davis Polk & Wardwell LLP	Davis Polk & Wardwell LLP	Professionals	Former
Dell Inc.	Dell Products LP	Contract Counterparty	Former
Dell Computer Corporation	Dell Products LP	Contract Counterparty	Former
DISH Network L.L.C.	DISH Wireless LLC	Contract Counterparty	Former
Ernst & Young LLP	Ernst & Young LLP	Professionals	Former
E*Trade Group	ETrade Financial Corporate	Creditor	Former
ETrade Securities Inc.	ETrade Financial Corporate	Creditor	Former
Grant Thornton LLP	Grant Thornton LLP	Creditor	Former

Client Name / Affiliate	Name Checked Against Database	Relation to Debtors	Status
Hon Hai Precision Industry Co. Ltd.	Hon Hai Precision Industry Co. Ltd.	Contract Counterparty	Former
Howden Group Holdings Ltd.	Howden Insurance & Reinsurance Brokers Philippines Inc.	Insurance Provider	Current
Huawei Technologies Co. Ltd.	Huawei Technologies Co. Ltd.	Litigation Parties	Current
Intralinks, Inc.	Intralinks, Inc.	Creditor	Former
Level 3 Communications, LLC	Level 3 Communications (TW Telecom)	Creditor	Former
Liberty Property Limited Partnership	Liberty Property LP	Landlord	Former
Microsoft Corporation	Microsoft Corp	Contract Counterparty	Former
Mimosa Networks, Inc.	Mimosa Networks, Inc.	Contract Counterparty	Current
Motorola Solutions Inc.	Motorola Solutions Inc.	Contract Counterparty	Current
National Union Fire Insurance Company of Pittsburgh, Pennsylvania	National Union Fire Insurance Company of Pittsburgh, PA	Insurance Provider	Former
Pacific Indemnify Company	Pacific Indemnity Co	Insurance Provider	Former
Qualcomm Inc.	Qualcomm CDMA Technologies Asia Pacific PTE LTD	Contract Counterparty	Former
Qualcomm Inc.	Qualcomm Technologies Inc.	Contract Counterparty	Former
RadiSys Corporation	RadiSys Corporation	Contract Counterparty	Former
Rakuten Inc.	Rakuten Mobile Network Inc.	Contract Counterparty	Former
Sidley & Austin LLP	Sidley Austin LLP	Professionals	Former
Softbank Technology Holdings Corp.	Softbank Group Capital Ltd fka Softbank Group Int'l Ltd.	Secured Creditor	Former
Sprint Communications Company, L.P.	Sprint	Litigation Parties	Former
T-Mobile, USA, Inc.	T-Mobile	Litigation Parties	Former
TÜV Rheinland North America Holding, Inc.	TUV Rheinland	Creditor	Former
Western Alliance Bank	Western Alliance LLC	Litigation Parties	Current

Exhibit C

Proposed Order

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

In re:

AIRSPAN NETWORKS HOLDINGS INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 24-10621(TMH)

(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
DORSEY & WHITNEY LLP AND DORSEY & WHITNEY (DELAWARE) LLP AS
ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION**

The Court, having considered the application (the “Application”) to retain Dorsey & Whitney LLP and Dorsey & Whitney (Delaware) LLP (collectively, the “Firm”) pursuant to 11 U.S.C. §§ 327(a) and 330 as attorneys for the above captioned debtors and debtors in possession (collectively, the “Debtors”), is of the opinion that the requested relief is in the best interest of the estates and their creditors; that the Firm represents no interest adverse to the estates in the matters upon which it is to be engaged and are disinterested persons within the definition of 11 U.S.C. § 101(14); and that the Application should be approved. It is therefore ORDERED THAT:

1. The Debtors are authorized to retain and employ the Firm as counsel for the Debtors effective as of the Petition Date upon the terms and conditions set forth in the Application and the Engagement Letter, as modified herein.

2. The Firm shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors’ chapter 11 cases in compliance with Bankruptcy Code sections 330 and 331 and the applicable provisions of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Airspan Networks Holdings Inc. (2786); Airspan Networks Inc. (0097); Airspan IP Holdco LLC (9270); and Airspan Networks (SG) Inc. (2232). The location of the Debtors’ service address is: 777 Yamato Road, Suite 310, Boca Raton, FL 33431.

Bankruptcy Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. For billing purposes, the Firm shall keep its time in one-tenth (1/10) hour increments. The Firm shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other chapter 11 professionals in these chapter 11 cases.

3. The Firm will review its files periodically during the pendency of 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, the Firm will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

4. The Firm shall not charge a markup to the Debtors with respect to fees billed by contract attorneys ("Contractors") who are hired by the Firm to provide services to the Debtors, and shall ensure that any such Contractors who are attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

5. To the extent the Application, the Engagement Letter, or the Schnabel Declaration are inconsistent with this Order, the terms of this Order shall govern.

6. Notwithstanding anything to the contrary in the Application, the Firm shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

7. To the extent increases in rates set forth in the Application occur after entry of this Order, the Firm shall file a notice with the Court and give the Debtors, the U.S. Trustee, and counsel to the statutory appointed committee 10 business days' notice of any increases in the rates set forth in the Application. The notice shall explain the basis for the requested rate increases in accordance with Bankruptcy Code section 330(a)(3)(F) and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any

hourly rate increases on all grounds, including the reasonableness standard set forth in Bankruptcy Code section 330, and the Court may review any rate increase pursuant to Bankruptcy Code section 330.

8. To the extent the Debtors wish to expand the scope of the Firm's services beyond those services set forth in the Engagement Letter or this Order, the Debtors shall be required to seek further approval from this Court. The Debtors shall file a notice of any proposed additional services (the "Proposed Additional Services") and any underlying engagement agreement with the Court, and serve such notice on the U.S. Trustee, any official committee appointed in these chapter 11 cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 21 days of the Debtors filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

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

In re:

AIRSPAN NETWORKS HOLDINGS INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10621 (TMH)

(Jointly Administered)

**NOTICE OF DEBTORS' APPLICATION TO RETAIN AND EMPLOY DORSEY &
WHITNEY LLP AND DORSEY & WHITNEY (DELAWARE) LLP AS ATTORNEYS
FOR THE DEBTORS AND DEBTORS IN POSSESSION**

PLEASE TAKE NOTICE that on April 11, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors"), filed the *Application to Retain and Employ Dorsey & Whitney LLP and Dorsey & Whitney (Delaware) LLP as Attorneys for the Debtors and Debtors in Possession* (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that objections, if any, to the entry of an order approving the Application must be (a) in writing and served on or before **May 1, 2024 at 4:00 p.m. (ET)** (the "Objection Deadline"); (b) filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801; and (c) served as to be received on or before the Objection Deadline by the undersigned attorneys for the Debtors.

PLEASE TAKE FURTHER NOTICE that if any objections to the Application and such objections shall be considered at a hearing before the Honorable Thomas M. Horan at the Bankruptcy Court, 824 Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801 on **May 8, 2024 at 11:00 a.m. (prevailing Eastern Time)**.

IF NO OBJECTION OR RESPONSE TO THE APPLICATION IS TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Airspan Networks Holdings Inc. (2786); Airspan Networks Inc. (0097); Airspan IP Holdco LLC (9270); and Airspan Networks (SG) Inc. (2232). The location of the Debtors' service address is: 777 Yamato Road, Suite 310, Boca Raton, FL 33431.

Dated: April 11, 2024
Wilmington, Delaware

DORSEY & WHITNEY (DELAWARE) LLP

/s/ Eric Lopez Schnabel

Eric Lopez Schnabel (DE Bar No. 3672)
Alessandra Glorioso (DE Bar No. 5757)
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Wilmington, Delaware 19801
Telephone: (302) 425-7171
Email: schnabel.eric@dorsey.com
gloriosso.alessandra@dorsey.com

-and-

DORSEY & WHITNEY LLP

Eric Lopez Schnabel
Alessandra Glorioso
Samuel S. Kohn (*pro hac vice*)
Michael Galen (*pro hac vice*)
Rachel P. Stoian (*pro hac vice*)
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kohn.sam@dorsey.com
galen.michael@dorsey.com
stoian.rachel@dorsey.com

*Proposed Counsel for the Debtors
and Debtors in Possession*