

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

In re:

PROSOMNUS, INC., *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10972 (JTD)

(Jointly Administered)

Objection Deadline: May 29, 2024 at 4:00 p.m. (ET)

Hearing Date: June 5, 2024 at 10:00 a.m. (ET)

**APPLICATION OF DEBTORS FOR AN ORDER UNDER BANKRUPTCY CODE
SECTIONS 327(a) AND 328(a) AND BANKRUPTCY RULE 2014(a) AUTHORIZING
AND APPROVING THE EMPLOYMENT OF GAVIN/SOLMONESE LLC AS
FINANCIAL ADVISOR FOR THE DEBTORS, EFFECTIVE
AS OF THE PETITION DATE**

ProSomnus, Inc. *et al* (the “**Debtors**”) in these Chapter 11 cases hereby file this application (the “**Application**”) for entry of an order (the “**Order**”), pursuant to Sections 327 and 328 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 Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) authorizing the employment and retention of Gavin/Solmonese LLC (“**Gavin/Solmonese**”) as Financial Advisor to the Debtors effective as of May 7, 2024 (the “**Petition Date**”) and modifying certain information requirements of Local Rule 2016-2. In support of the Application, the Debtors rely upon the *Declaration of Edward T. Gavin, CTP, NCPM* (the “**Gavin Declaration**”) attached hereto as Exhibit B and incorporated by reference, and respectfully represent as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: ProSomnus, Inc. (8216), ProSomnus Holdings, Inc. (3855), and ProSomnus Sleep Technologies, Inc. (0766). The location of the Debtors’ principal place of business and the Debtors’ mailing address is 5675 Gibraltar Dr., Pleasanton, California 94588.

BACKGROUND

1. The Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code on May 7, 2024. Pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Debtors operate their businesses as debtors-in-possession. No trustee or examiner has been appointed in these cases.

2. No Official Committee of Unsecured Creditors has been appointed as of this writing.

3. By this Application, the Debtors seek to employ and retain Gavin/Solmonese as their financial advisor during these Chapter 11 cases effective as of the Petition Date.

JURISDICTION

4. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this proceeding and this Application is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for this Application are Bankruptcy Code sections 327(a) and 328(a), Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1.

RELIEF REQUESTED

5. The Debtors desire to retain and employ Gavin/Solmonese as their financial advisor in these Chapter 11 cases. Accordingly, by this Application, the Debtors respectfully request the entry of an Order, pursuant to Sections 327 and 328 of the Bankruptcy Code, authorizing the employment and retention of Gavin/Solmonese as their financial advisor to perform the advisory services that will be necessary during these Chapter 11 cases.

6. The Debtors have selected Gavin/Solmonese based on Gavin/Solmonese's experience in providing financial advisory services in Chapter 11 cases and based on Gavin/Solmonese's familiarity with the Debtors' business.

7. The Debtors have been advised that: (i) Gavin/Solmonese is one of the country's premier mid-market turnaround and crisis management firms and is well respected for its role as financial advisors; (ii) Gavin/Solmonese has extensive experience working with financially troubled entities in complex financial reorganizations – both in Chapter 11 cases and in out-of-court restructuring situations and; (iii) in particular, Gavin/Solmonese and its employees have served, or are serving, as financial advisors to numerous debtors-in-possession and official committees in bankruptcy proceedings.

8. Consistent with its ordinary practice and the practice of financial advisors in other Chapter 11 cases whose fee arrangements are typically not hours-based, Gavin/Solmonese does not ordinarily maintain contemporaneous time records in one-tenth hour increments or provide or conform to a schedule of hourly rates for its Professionals. Accordingly, the Debtor requests entry of an order excusing Gavin/Solmonese from compliance with the time record information requirements set forth in Local Rule 2016-2. Gavin/Solmonese will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these Chapter 11 cases.

9. Notwithstanding the foregoing, Gavin/Solmonese shall apply to the Court for the allowance of compensation for services rendered and reimbursement of expenses incurred. However, the Debtors requests a waiver of the requirement that Gavin/Solmonese file time records at the time it submits its fee applications. Instead, as mentioned above, Gavin/Solmonese will maintain records, consistent with past practice, in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these Chapter 11 cases, to accompany Gavin/Solmonese's subsequently filed fee applications.

FINANCIAL ADVISORY SERVICES TO BE PROVIDED

10. The Debtors seek the employment of Gavin/Solmonese to provide financial advisory services including, but not limited to, the following:

- a) Assisting the Debtors with management of the bankruptcy process, including the Debtors' reporting requirements;
- b) Reviewing and analyzing the businesses, management, operations, properties, financial condition and prospects of the Debtors;
- c) Reviewing and analyzing historical financial performance, and transactions between and among the Debtors, their creditors, affiliates and other entities;
- d) Reviewing the assumptions underlying the business plans and cash flow projections for the assets involved in any potential asset sale or plan of reorganization;
- e) Determining the reasonableness of the projected performance of the Debtors, both historically and future;
- f) Reviewing and analyzing all material contracts and/or agreements;
- g) Assisting and procuring and assembling any necessary validations of asset values;
- h) Providing ongoing assistance to the Debtors and the Debtors' legal counsel;
- i) Evaluating the Debtors' capital structure and making recommendations to the Debtors with respect to the Debtors' efforts to reorganize their business operations and/or confirm a restructuring or liquidating plan;
- j) Assisting the Debtors in preparing documentation required in connection with creating, supporting or opposing a plan and participating in negotiations on behalf of the Debtors with any groups affected by a plan;

- k) Providing ongoing analysis of the Debtors' financial condition, business plans, capital spending budgets, operating forecasts, management and the prospects for their future performance, and;
- l) Such other tasks as the Debtors or their counsel may reasonably request in the course of exercise of the Debtors' duties in these cases.

11. To the best of the Debtors' knowledge, information and belief, except as set forth in the Gavin Declaration and except as set forth herein, Gavin/Solmonese has no connection with, and holds no interest adverse to, the Debtors, their estates, their creditors, or any party in interest in these cases, nor to the best of the Debtors' knowledge does Gavin/Solmonese hold any interest adverse to the interests of the Debtors' estates, except as set forth in the Gavin Declaration.

12. Subject to the approval of this Court, Gavin/Solmonese will charge the Debtors for their advisory services on a flat monthly fee basis in accordance with the engagement agreement between the Debtors and Gavin/Solmonese (the “**Engagement Letter**”), a copy of which is attached hereto as Exhibit C.

OUT OF POCKET EXPENSES INCURRED

13. In addition to the flat monthly rate previously referred to and subject to the approval of this Court, Gavin/Solmonese will also request reimbursement from the Debtors’ estates for its travel and other reasonable out-of-pocket expenses including, but not limited to, messenger, delivery, telephone, facsimile, photocopy and other similar charges, in connection with, or arising out of Gavin/Solmonese’s activities under this engagement, including but not limited to its due diligence investigation and review. Gavin/Solmonese will charge the cost of these expenses in a manner and at rates consistent with charges generally made to the firm’s other clients. All such

charges for which Gavin/Solmonese seeks payment are subject to Court approval and/or pursuant to any administrative procedures established by order of the Court.

14. Based on the foregoing, the Debtors believe that the employment of Gavin/Solmonese is necessary, appropriate and in the best interests of the estates, enabling the Debtors to carry out their fiduciary duties owed to creditors under the Bankruptcy Code.

NOTICE

15. Notice of this Application will be given to: (a) the United States Trustee for the District of Delaware; (b) the holders of the twenty (20) largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to the Prepetition Agents; (d) counsel to the Sponsoring Noteholders and proposed DIP Lenders; (e) counsel to the DIP Agent; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; (h) the Office of the United States Attorney for the District of Delaware; and (i) all parties entitled to notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

WHEREFORE, the Debtors respectfully request that this Court enter an Order, substantially in the form annexed hereto as Exhibit A, (i) authorizing the employment and retention of Gavin/Solmonese effective as of the Petition Date as financial advisor to the Debtors, pursuant to sections 327 and 328 of the Bankruptcy Code, as well as Bankruptcy Rule 2014, and (ii) for such other and further relief as the Court deems proper and just

Dated: May 15, 2024

Respectfully submitted,

/s/ Brian Dow

Brian Dow
Chief Financial Officer

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

In re:

PROSOMNUS, INC., *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10972 (JTD)

(Jointly Administered)

Objection Deadline: May 29, 2024 at 4:00 p.m. (ET)

Hearing Date: June 5, 2024 at 10:00 a.m. (ET)

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) file the *Application of Debtors for an Order Under Bankruptcy Code Sections 327(a) and 328(a) and Bankruptcy Rule 2014(a) Authorizing and Approving the Employment of Gavin/Solmonese LLC as Financial Advisor for the Debtors, Effective as of the Petition Date* (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 entry of an order approving the Application must be filed on or before **May 29, 2024 at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 and served so as to be received by the Objection Deadline upon the undersigned proposed counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Application will be held on **June 5, 2024 at 10:00 a.m. (ET)** before the Honorable John T. Dorsey,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: ProSomnus, Inc. (8216), ProSomnus Holdings, Inc. (3855), and ProSomnus Sleep Technologies, Inc. (0766). The location of the Debtors’ principal place of business and the Debtors’ mailing address is 5675 Gibraltar Dr., Pleasanton, California 94588.

at the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801. Only those objections made in writing and timely filed and served by the Objection Deadline will be considered by the Bankruptcy Court at such hearing.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 15, 2024
Wilmington, Delaware

POLSINELLI PC

/s/ Shanti M. Katona

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*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:

PROSOMNUS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10972 (JTD)

(Jointly Administered)

Re: Docket No. _

**ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT OF
GAVIN/SOLMONESE LLC AS FINANCIAL ADVISOR FOR THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the Application² of the above-captioned debtors and debtors in possession (the “**Debtors**”), for entry of an order (this “**Order**”), pursuant to 11 U.S.C. §§ 327 and 328, (a) authorizing the Debtors to retain Gavin/Solmonese LLC (“**Gavin/Solmonese**”), pursuant to the terms and conditions of the Engagement Letter, as Financial Advisors for the Debtors effective as of the Petition Date, and; (b) granting certain related relief; all as more fully set forth in the Application; and upon review of the Gavin Declaration, which is annexed to the Application as Exhibit B; and the Court being satisfied that Gavin/Solmonese represents no interest adverse to the Debtors’ estates, that apart from the employment of Gavin/Solmonese as Financial Advisor to the Debtors, Gavin/Solmonese is not a “creditor” within the meaning of section 101(11) of the Bankruptcy Code; and the Court having jurisdiction over the Application pursuant to 28 U.S.C. §§ 1334 and 157; and this Court having found that venue of this case and the Application in this District is proper pursuant to 28 U.S.C §§ 1409 and 1409; and due and sufficient notice of the

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

Application having been given; and it appearing that no other or further notice need be provided; and this Court having determined that the relief requested in the Application is just and proper; and it appearing that the relief requested by the Application is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED, as provided herein.
2. The Debtors are authorized, pursuant to sections 105(a) and 327 of the Bankruptcy Code to employ Gavin/Solmonese and the Gavin/Solmonese professionals to provide services in accordance with the terms and conditions set forth in the Engagement Letter, as modified herein, effective as of the Petition Date.
3. Gavin/Solmonese shall file fee applications monthly pursuant to any interim compensation order entered by this Court.
4. Notwithstanding the foregoing, in light of the services to be provided by Gavin/Solmonese and the fixed nature of the compensation provided for in the Application, Gavin/Solmonese and its professionals shall be excused from: (i) the requirement to maintain or provide detailed time records in accordance with Bankruptcy Rule 2016(a), Local Rule 2016-2; and (ii) conforming with a schedule of hourly rates for its professionals. Instead, Gavin/Solmonese will maintain detailed records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these Chapter 11 cases, and will present such records together with its fee applications filed with the Court.
5. There will be no other indemnification of Gavin/Solmonese or any of its affiliates.

6. This Court or (if the reference is withdrawn) the District Court for the District of Delaware will hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to Gavin/Solmonese's engagement in this case.

7. With respect to controversies or claims arising out of or in any way related to the services in the Engagement Letter, notwithstanding any arbitration, dispute resolution or exclusive jurisdiction provisions contained in the Engagement Letter, any disputes arising under the Engagement Letter shall be heard in this Court during the pendency of this case.

8. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

10. To the extent that there may be any inconsistencies between the terms of the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

11. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

EXHIBIT B

Gavin Declaration

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

In re:

PROSOMNUS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10972 (JTD)

(Jointly Administered)

**DECLARATION OF EDWARD T. GAVIN, CTP, NCPM IN SUPPORT OF THE
APPLICATION OF DEBTORS FOR AN ORDER UNDER BANKRUPTCY CODE
SECTIONS 327(a) AND 328(a) AND BANKRUPTCY RULE 2014(a) AUTHORIZING
AND APPROVING THE EMPLOYMENT OF GAVIN/SOLMONESE LLC AS
FINANCIAL ADVISOR FOR THE DEBTORS, EFFECTIVE
AS OF THE PETITION DATE**

I, Edward T. Gavin, CTP, NCPM², hereby declare under penalty of perjury:

1. I am a Managing Director of the firm Gavin/Solmonese LLC (“**Gavin/Solmonese**”), with offices at 1007 N. Orange Street, Suite 461; Wilmington, DE 19801 and other locations, and I am duly authorized to make this statement on behalf of Gavin/Solmonese. This Declaration is given in support of the *Application of Debtors for an Order Under Bankruptcy Code Sections 327(a) and 328(a) and Bankruptcy Rule 2014(a) Authorizing and Approving the Employment of Gavin/Solmonese LLC as Financial Advisor for the Debtors, Effective as of the Petition Date* (the “**Application**”)³, in part on personal knowledge and in part on information and belief based on discussions with individuals at Gavin/Solmonese whom I

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2 The suffix “CTP” refers to “Certified Turnaround Professional”, a credential awarded by the Association of Certified Turnaround Professionals based upon, *inter alia*, at least five years’ experience as a turnaround professional, passage of a rigorous examination, an extensive background check, and maintenance of continuing professional education. The suffix “NCPM” refers to the National Professional Certification in Mediation.

3 Capitalized terms used herein as defined terms and not otherwise defined shall have those meanings ascribed to them in the Application.

consider reliable for the purposes of the matters discussed, and in part on reviewing records provided to me by Gavin/Solmonese colleagues and employees.

GAVIN/SOLMONESE'S QUALIFICATIONS

2. Gavin/Solmonese has extensive experience and expertise as financial advisors and turnaround management specialists in bankruptcy and reorganization proceedings. The Debtors in this case seek to employ Gavin/Solmonese to provide financial advisory services for the Debtors in connection with carrying out their fiduciary duties and responsibilities under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”).

3. Gavin/Solmonese is well-qualified to provide financial advisory services to ProSomnus, Inc. *et al* (the “**Debtors**”) in these Chapter 11 cases. Gavin/Solmonese professionals have broad-based experience and a respected reputation as financial advisors in bankruptcy and reorganization proceedings. Through Gavin/Solmonese, the Debtors will have the benefit of such knowledge and experience as may be needed. Furthermore, Gavin/Solmonese and its employees have served, or are currently serving, as financial advisors, Chief Restructuring Officer, and/or investment banker to numerous official committees and debtors-in-possession in bankruptcy proceedings.

FINANCIAL ADVISORY SERVICES TO BE PROVIDED

4. The Debtors seek the employment of Gavin/Solmonese to provide financial advisory services including, but not limited to, the following:

- a) advising the Debtors' management with respect to progress and management of the Debtors' chapter 11 cases.
- b) providing for and ensuring regular and timely reporting to pertinent parties-in interest in the chapter 11 cases.
- c) assisting in the preparation of non-legal filings related to the chapter 11 cases.

- d) assisting in preparation of the Debtors' Schedules and Statements of Financial Affairs as required in the chapter 11 cases.
- e) assisting in preparation of Initial and Monthly Operating Reports.
- f) interfacing with other parties-in-interest in the chapter 11 cases and providing information to such parties, as directed by the Debtors' management and legal counsel.
- g) assisting with the creation of, formulation of and negotiations regarding any Plan of Reorganization or Plan of Liquidation of the Debtors, and;
- h) other tasks as may be reasonably requested by the Debtors.

5. Gavin/Solmonese is not a law firm and does not “represent” clients in the sense that attorneys do, nor is Gavin/Solmonese subject to licensing requirements or conflicts of interest regulations pursuant to state law.

6. Gavin/Solmonese has numerous employee professionals (the “**Employees**”) (and, as of this writing, two non-employee independent contractors (the “**Associates**”), neither of which will work on this matter). The Associates each have written independent contractor agreements with Gavin/Solmonese or its predecessor entities, pursuant to which they provide services to Gavin/Solmonese or its predecessor and, through Gavin/Solmonese, to its clients, through a business entity owned by each Associate and of which the Associate is the sole employee, except possibly for family members. Each of the Associates or their respective business entities does all or substantially all of its business with Gavin/Solmonese or its predecessor, and all of them are considered regular members of Gavin/Solmonese’s professional staff and may be featured in Gavin/Solmonese’s marketing literature and on its website. Compensation received by the Employees and Associates or their respective entities is based in substantial part upon fees received by Gavin/Solmonese from each of Gavin/Solmonese’s clients on whose cases they work.

7. Gavin/Solmonese has undertaken an extensive examination of its database of existing and former clients to determine whether it had or has any connections with parties in

interest in these cases. Specifically, based upon the information provided by the Debtors, Gavin/Solmonese's analysis included: the Court; the Debtors; the Debtors' insiders, the twenty (20) largest unsecured creditors of the Debtors as listed on the Debtors' voluntary petitions; professionals for the Debtors; the United States Trustee's Office; current officers and directors; and any known parties to any known executory contracts sought to be rejected by the Debtors and the parties listed on Exhibit 1 to this declaration (the "**Parties in Interest List**").

8. Based on the database examination specified above, Gavin/Solmonese wishes to disclose as follows: The Debtors retained or seek to retain Polsinelli PC as their legal counsel and are represented by Wilson Sonsini Goodrich & Rosati as corporate counsel. The Sponsoring Noteholders (as that term is defined in the Debtors' motion seeking approval of Debtor-in-Possession financing and use of cash collateral) are represented by Kilpatrick Townsend & Stockton LLP and Morris James LLP. Wilmington Savings Fund Society, the DIP agent, is represented by Seward & Kissel LLP. Gavin/Solmonese has in the past, either directly or through predecessors, worked in the same cases as, and may currently work in the same cases as, some of the professional firms that will be involved in these cases, including those set forth above, in connection with matters wholly unrelated to these Chapter 11 proceedings. One or more individual creditors of the Debtors may also be creditors in other, unrelated, cases in which Gavin/Solmonese is employed, either as an advisor or as a post-confirmation liquidating trustee. In addition, Gavin/Solmonese has been in the past and may, in the future, be referred to companies by some or all of the professional firms referenced herein and/or refer opportunities for work to the professional firms referenced herein.

9. I hereby disclose, pursuant to Bankruptcy Rules 2014 and 5002, that neither I, nor any employee of Gavin/Solmonese, are a relative of the bankruptcy judge approving this

appointment, nor any employee of this Court. Therefore, I believe that the Court may approve the retention of Gavin/Solmonese LLC in this matter.

10. Additionally, neither I, nor Gavin/Solmonese, nor any Employee or professional of Gavin/Solmonese, nor any Associate of Gavin/Solmonese, insofar as I have been able to ascertain:

- a. is a creditor of the Debtors;
- b. is a direct or indirect equity interest holder of the Debtors;
- c. is or has been within two years before commencement of these Chapter 11 cases, an officer, director or employee of the Debtors or an “insider” of the Debtors as that term is defined in § 101(31) of Title 11 of the United States Code, 11 U.S.C. § 101 (the “**Bankruptcy Code**”);
- d. presently provides services to a creditor or equity interest holder of the Debtors, or a person otherwise adverse or potentially adverse to the Debtors or the Debtors' estates' on any matter that is related to the Debtors or the Debtors' estates or, except as described in paragraph 8 above, on any matter that is unrelated to the Debtors or the Debtors' estates;
- e. except as described in paragraph 8 above, has any other connection with the Debtors, their creditors, the Trustee, the Office of the United States Trustee or any employee of that office or any other parties in interest; or
- f. has any other interest, direct or indirect, which may affect or be affected by the provision of services proposed hereunder.

11. Gavin/Solmonese will provide services to no entity other than the Debtors in connection with these Chapter 11 cases.

12. To the best of my knowledge, information and belief, except as set forth herein, there are no other instances where Gavin/Solmonese has, has had, or might be deemed to have or have had connections with the Debtors, creditors, or other parties in interest.

13. Accordingly, Gavin/Solmonese is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code.

COMPENSATION AND REIMBURSEMENT

14. Gavin/Solmonese's decision to advise and assist the Debtors in connection with this chapter 11 case is subject to its ability to be retained in accordance with the terms of the Engagement Letter, which is attached to the Application as Exhibit C.

15. Subject to the approval of this Court, Gavin/Solmonese will be compensated at its agreed-upon flat monthly fee of \$150,000 per month.

16. Gavin/Solmonese is not owed any amounts for pre-petition work performed. Gavin/Solmonese has received a retainer in the amount of \$150,000, which will be held until the engagement is completed and applied to any fees outstanding with any balance remaining paid to the estates. As of the Petition Date, the Retainer balance is \$150,000.00 (the "**Remaining Retainer**"). The Debtors request that the Retainer be treated as an evergreen retainer to be held by Gavin/Solmonese as security throughout the bankruptcy case until its fees and expenses are awarded by final order of the Court.

17. Gavin/Solmonese will file monthly fee statements with the Court. In addition, Gavin/Solmonese will file a final fee application with the Court.

18. Gavin/Solmonese will maintain detailed, contemporaneous records of necessary expenses provided or incurred in connection with the rendering of the financial advisory services described above by category and nature of the services rendered.

19. Gavin/Solmonese customarily and generally charges clients for the costs of support services the firm provides in connection with the provision of professional services, including, without limitation, photocopying charges, long distance telephone calls, facsimile transmissions, messengers, courier mail, secretarial and administrative overtime and temporary services, travel, lodging and catering for meetings. Some of these services are provided by Gavin/Solmonese, in

which case the charges are set by Gavin/Solmonese, and others are provided by third party service providers, in which case the charges are set by the providers. Gavin/Solmonese will charge the cost of these expenses in a manner and at rates consistent with charges generally made to the firm's other clients. All such charges for which Gavin/Solmonese seeks payment are subject to Court approval and/or pursuant to any administrative procedure established by Order of the Court.

20. No agreement or understanding exists between Gavin/Solmonese and any other person (other than members or employees of the firm as disclosed herein) to share compensation received for services to be rendered in connection with services to be provided hereunder. No representations have been received or made by Gavin/Solmonese nor any member or associate thereof, in respect of compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

21. By reason of the foregoing, I believe that Gavin/Solmonese is eligible for employment and retention by the Committee pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and applicable rules of bankruptcy procedure.

Dated: May 15, 2024

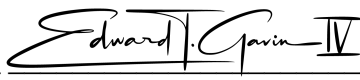
By: 
Edward T. Gavin, CTP

EXHIBIT 1

Parties in Interest List

PARTIES-IN-INTEREST LIST

Debtors

ProSomnus, Inc.
ProSomnus Holdings, Inc.
ProSomnus Sleep Technologies, Inc.

Non-Debtor Affiliate

ProSomnus International LLC
ProSomnus Germany GmbH

Board Members and Officers

Leonard Liptak
Laing Ridders
Leonard Hedge
William Johnson
Jason Orchard
Steven Pacelli
Heather Rider
Brian Dow
Sung Kim

Bankruptcy Professionals

Polsinelli PC
Gavin/Solmonese LLC
Kurtzman Carson Consultants LLC
Wilson Sonsini Goodrich & Rosati PC
Piper Sandler & Co.

Bankruptcy Judges – District of Delaware

Chief Judge Laurie Selber Silverstein
Judge John T. Dorsey
Judge Craig T. Goldblatt
Judge Karen B. Owens
Judge Thomas M. Horan
Judge Brendan L. Shannon
Judge J. Kate Stickles
Judge Mary F. Walrath

Office of the United States Trustee – District of Delaware

Joseph McMahon
Lauren Attix
Malcolm M. Bates
Fang BuTrial
Linda Casey
Joseph Cudia
Holly Dice

Shakima L. Dortch
Timothy J. Fox, Jr.
Diane Giordano
Michael Girello
Christine Green
Benjamin Hackman
Nyanquoi Jones
Jane Leamy
Jonathan Lipshie
Hannah M. McCollum
Jonathan Nyaku
James R. O'Malley
Linda Richenderfer
Richard Schepacarter
Edith A. Serrano
Rosa Sierra-Fox
Elizabeth Thomas
Dion Wynn

Top 20 Creditors

Interstate Advanced materials (a/k/a PIB16
INTERSTATE PLASTICS)
Leoneamerica
Federal Express
Moss Adams LLP
CadBlu
VHF Inc
Marcum LLP
University of Minnesota
Growth Diagnostics, LLC
Parachute Technology, Inc.
NASDAQ INC.
ICR Opco LLC
Icahn School of Medicine at Mount Sinai
Dr. Jordan Stern
Express Employment Professionals
Resorts World Las Vegas LLC
Utah Paper Box
Environmental Service Partners
Definitive Healthcare

Proposed DIP Agent

Wilmington Savings Fund Society, FSB

Prepetition Agent

Wilmington Trust

Utility Providers

PG&E
AT&T
Comcast Business
Wiline Networks
Pleasanton Garbage Services
RingCentral

Insurance Providers

Travelers
Travelers Property Cas. Co. of America
Travelers Indemnity Company
Obsidian Specialty Insurance Company
AIG
Chubb Custom Insurance
Continental Cas. Co.
Endurance Risk Solutions Assurance Co.
Allied World Insurance Co.

Banks

Wells Fargo
WellsOne
Stadtsparkasse Munchen

Subordinate Secured Noteholders

Cedarview Opportunities Master Fund, L.P.
Cetus Capital VI, L.P.
Nautilus Master Fund, L.P.
SMC Holdings II, LP
Cohanzick Absolute Return Master Fund, Ltd.
RiverPark Strategic Income Fund
Destinations Global Fixed Income Opportunities Fund
Leaffilter North Holdings, Inc.

Senior Secured Noteholders

Intrepid Income Fund
CrossingBridge Low Duration High Yield Fund
Destinations Low Duration Fixed Income Fund

Other Secured Parties/Equipment Lessors

Alliance Funding
Ascentium
Balboa Capital
Bank of the West
BMO Harris Bank - R.T. Patterson Co. Inc
C T CORPORATION SYSTEM, AS
REPRESENTATIVE

CIT Bank NA
CORPORATION SERVICE COMPANY, AS
REPRESENTATIVE
DDI Capitol
DDI LEASING, INC.
Dell Finance
First American Commercial Bankcorp
First Citizens Bank
First Financial Equipment Leasing
FIRST FINANCIAL HOLDINGS, LLC
FIRST FOUNDATION BANK
First National
FNC Lion Tech Finance
HANMI BANK
HITACHI CAPITAL AMERICA CORP.
HNB
International Financial Services Corporation
Leaf Capital
MACQUARIE EQUIPMENT CAPITAL INC.
Midland States Bank
NAVITAS CREDIT CORP.
NFS Leasing, Inc.
Pawnee
Providence Capital Funding Inc.
Summit Capital
TCF NATIONAL BANK
Technijian
THE HUNTINGTON NATIONAL BANK
WELLS FARGO EQUIPMENT FINANCE, INC.

Office Facility Lease

DP Ventures LLC - Dollinger Properties
West Valley Properties Inc./WVP Arbor LLC

Equity Security Holders

ALAN POLLACK
ALLAN B. MORRIS REVOCABLE TRUST UAD
ALLEN W. PEREZ
AMANDA HENDERSON
AMELIA HOWARD
AMY BYERLEY
AMY E STOKES
AMY HARTSFIELD
AMY HUTCHENS
ANDECITE CAPITAL PARTNERS LLC
ANDRAS HITES
ANDREY KALINKOVITCH
ANGELA PARKOSWICH

ANTHONY THEODORE GIATTINA
ARNOLD AND DOROTHY FREEMAN
ASHFORD D. LEON
B. KENT SMITH
BALANCE ACCOUNT FOR L128UNEX
BARBARA MORGAN
BENJAMIN D. EMERSON
BERNARD KRUGER
BRANDON WOLTMAN
BRENDA EDWARDS
BROOKE JOHNSTON JR
CAMAPLAN ADMINISTRATOR
CAMAPLAN CUST
CANNON POWER OF APPOINTMENT TRUST
CARL E. MISCH TRUST
CARL MISCH V
CARLA BARNES
CEDE & CO
CHARLES A. COLLAT
CHARLES L. GRANT
CHARLES LOACHAMIN
CHARLES MARTIN
CHEN LI
CHRIS DUCHOCK
CHRISTOPHER A. MORRIS
CHRISTOPHER SWANSON
CHUCK GRANT
COREY NABORS
CRAIG MISCH
CRISS S.A.R.L.
DALE SORENSON, DDS
DANNY LYNN PASTRICK
DAVID ERICKSON
DAVID HOGAN
DAVID L. HELFET MD
DAVID WERBLE
DAWN MARIE BITTNER
DAYNA MONTALVO
DIANNE FRANKEN
DILLON SMITH
DIVYA MAVALLI
DOUGLAS LEEPER
DR. RANDY RESNIK
EDWARD P. ALLEN
EDWARD SALL PENSICO TRUST IRA
ELIZABETH J. MCCORMACK
ERIC BILLINGS
ERIKA C MASON

EUGENE MARAIS
EUGENE SANTUCCI DDS
FACULTY INVESTMENT GROUP (RAY HAZEN)
FALTINSKY FAMILY TRUST
FORD DRAPER
FRANCINE MISCH TRUST DTD 4/10/01 DIETSH
FRANK CHARLES POPE
FRANK FINANCIAL 401K PSP
FRANK W. PELC
FRED MOLZ
GATTINA FISHER ARCHITECTS
GAVIN HIROHISA FUKADA
GENE H. SHERMAN
GEOFFREY SWORTWOOD
GERALD VOGEL
GERARD IGLHAUT
GERARDO A SIMON
GLENN JIVIDEN
GLOBAL SLEEP SOLUTIONS LTD
GORDON POINTE
GREGORY VOGEL
GUSTAVO GONZALES
H. DAVID SHERMAN
HARE WYNN NEWELL & NEWTON
HAROLD NEWMAN
HASKELL CAPITAL PARTNERS
HASKELL SLAUGHTER YOUNG & REDIKER
HEALTHPOINTCAPITAL LLC
HEALTHPOINTCAPITAL PARTNERS II, LP
HEALTHPOINTCAPITAL PARTNERS III L.P.
HEALTHPOINTCAPITAL PARTNERS L.P.
HEATHER D RIDER
HEATHER WHALEN
HOM LAY WANG
HUCKEL KURT
INTREPID CAPITAL MANAGEMENT, INC.
JACK DANEHY
JACK KRAUSER
JACK RICCI
JAMES KEITH WILSON
JAMES P. ROSENFELD
JAMES R. BRIGHAM
JAMES R. PRATT III
JAMIE KATHERINE KOTHE
JANE A DARLING
JAY R. FRIEDMAN
JAZQUES BIZOT
JEANETTE SABIR-HOLLOWAY

JEFF CARLSON
 JEFF HUISMAN
 JIANZHONG LU
 JILL NOELLE BRUST-ALBANI
 JIM MCCONKEY
 JOE FITZPATRICK
 JOHN A. CAROLLO
 JOHN AND ALANA VOEGE
 JOHN BIDDLE
 JOHN CAPPETTA
 JOHN E REMMERS
 JOHN H. FOSTER
 JOHN MURPHY
 JOHN S. CAIRNS LIVING TRUST
 JON HOLMES
 JOSEPH J. VALE
 JR. F. HAMPTON MCFADDEN
 JUN WOO PARK
 KAMSHAD RAISZADEH, M.D.
 KEITH H. FRANK
 KELLI SHULTZ
 KELSEY WIRTH
 KENDYL LOWE
 KENNETH ROSENFELD
 KENT HAMILTON
 KEVIN B. MURPHY, ESQ.
 KIM MARTIN
 KIM ROSENFELD
 KRISSY CONNOR
 L.P. DRAX HOLDINGS
 LAKE MACKERING FLP (JOHN M. FISH)
 LANCE YATES
 LARRY MPILALIS
 LARRY STITES
 LAURA LAING RIKKERS 2004 TRUST UAD
 LEANDER SWIFT RIKKERS 2002 TRUST
 LEONARD M. HEDGE
 LESLIE H. CROSS AND DEBORAH L. CROSS
 LEWIS W. CUMMINGS JR. IRA
 LEXTON ADWELL
 LINDA MCINNIS
 LOUIS J. CIANCIOLA
 LYNNE D ADAMS
 MAJID GHADERIARDAKANI
 MARGARET ONKEY
 MARIA PHAM
 MARK D CANNON TRUSTEE
 MARK MURPHY

MARK NERI
 MARTA KHALPOURCHIAN
 MARTHA WARREN BIDEZ
 MARTIN P ABELAR
 MARY CONDITT
 MARYAN MOHAMMADI
 MELINDA LOUISE HUNGERMAN
 MICHAEL A. KELLY
 MICHAEL A. LIGHT
 MICHAEL A. PEBBLES
 MICHAEL GELB
 MICHAEL GERGEN
 MICHAEL MOGUL TRUST
 MICHAEL PIKOS
 MICHAEL RAWLINGS
 MICHAEL REDDY
 MICHAEL VANDENKOLK
 MICHELLE BRYANT
 MICHELLE NASE
 MICHELLE REYNOLDS
 MINTZ LEVIN SPECIAL INVESTMENT
 MULTI-PASS INVESTMENTS LIMITED
 NAUTILUS MASTER FUND, L.P.
 NICHOLAS ADAM
 OUTPOST CAPITAL LLC
 PABLO A MARTELL
 PACIFIC PREMIER TRUST
 PAMELA D. VARNER
 PAO-CHIAO CHIU
 PATHFINDER PARTNERS, L.P.
 PATRICIA GAYLE RODGERS
 PATTI GLENDINNING
 PAUL O'MALLEY
 PAUL WESTBROOK
 PETER MCKEON
 PETER SCHMID
 POLAR MULTI-STRATEGY MASTER FUND
 RANDALL PRICE
 RAY HAZEN
 REGINALD O'NEILL
 RICK LAMBOTT
 RICK MOYER
 ROBERT ARCHAMBAULT
 ROBERT C CELLA
 ROBERT CHENET
 ROBERT PETER SUDANO JR.
 ROBERT WINTER

ROBERTSON REVOCABLE TRUST DATED 11-27-02

RORY STEVEN BOGGAN

ROSS JULIAN

SAM K. TAHMASSEBI

SAMUEL D. HASKELL

SAMUEL S. MYERS

SARA SIMONDS

SARAH ALANA HYDE

SARKIS SARKIS

SCOTT DAILARD TRUST

SCOTT DANOFF

SCOTT JACOBSON

SCOTT POWELL

SCOTTY MCCALLUM

SHEILA GUJRATHI

SIRI MARSHALL

STEIGMANN MARIUS

STEVEN R PACELLI

SUSAN N. HASKELL

SUZANNE LEVINE

SUZANNE THAI

TARUN AGARWAL

TERRANCE GRIFFIN

TERRY M. RICH

THOMAS DAVIS

THOMAS H. KEAN

TRUST FBO LAING FOSTER RIKKERS

TRUST UNDER AGREEMENT

VINCENT BALSAMO REVOCABLE TRUST

W ROBERT DAHL TRUSTEE

W. ROBERT DAHL

WBHF L.L.P. (LARRY FROST)

WEEKS FAMILY TRUST

WENDY WEISSHAAR

WERNER GROTZ

WILLIAM H BOLTON JR

WILLIAM S JOHNSON

WILLIAM W. MCGUIRE

WINSTON GREER

WYATT R. HASKELL

YAN WANG

YAN ZHU

YI DAN WANG

YOANN OJEDA

YU PANG CHUN

ZUBERRY ASSOCIATES LLC

Vendors

A&P Calibrations, Inc.

ABN AMRO BANK N.V.

Acco Engineered Systems

Act & Paradigm

Adeenay Devarajan

ADInstruments

ADP

Advanced Chemical Transport Inc

Advanced Dental Designs Inc.

Adventhealth Nicholson Center

Aileen Billdt

Airgas USA LLC

Alan R Schwartz MD, Inc.

Ali Azarbarzin

All Junk, LLC

Alliance Funding Group

Alston & Bird

Amanda Carter

Amber Bawiec

American Academy of Cardiovascular Sleep

American College of Chest Physicians

American Red Cross

American Thoracic Society

American Ultraviolet West Inc.

Analytics In Focus LLC

Anastasia Maroulis

Andersen Tax LLC

Andrew Bellebaum

Andrew Soulimiotis

Anthoni Peeler

Antonio Allacco

Antonio Figueroa

Apneu vereniging

Aragona Sleep Solutions LLC

Area Plumbing

Armin Moniri

Arthur J. Gallagher Risk Management Service

Asset Finance Corp

Associacao Brasileira do Sono

Auradonics, Inc.

Australasian Dentist

Avalara

Avtek Inc

Awaken2Sleep, Inc.

B C Lawson Drayage, Inc.

B&L Facilities Services

Barizza

Bas de Groot
 Ben Stein
 Beyond Marion, LLC
 Bill.com
 Blum Grob Attorneys At Law Ltd
 Blythe Global Advisors
 Brandpoint Building
 BreakAway Media Group
 Brian Klaich
 Brigham and Women's Hospital
 British Sleep Society
 Brittany Austin
 Broadridge ICS
 Brown Chi Sun Ihn
 BSDSM
 Buchalter
 Buttonwood Creative Co. LLC
 CA Employment Development Dept (EDD)
 Cad-Ray Distribution Inc
 Calabrese Consulting, LLC
 Capital Markets Media LLC
 Chad Specht
 Chandan Bellamane
 CharkEducation
 Chin Tran
 Chris Holland
 Christine Arcaina
 Christophe Bonneton
 Christopher Holland
 Christopher Upchurch
 Cintas
 Clinical Mastery Series
 Clinical Sales Spot LLC
 Coco Xiaorong Cheng
 Cogency Global Inc.
 Computype, Inc - 139154
 Concur Technologies, Inc.
 Confections by Michael Recchiuti, LLC
 Congreso Sedcydo
 Continental Stock Transfer & Trust
 Conventus Congress Management
 Cordent
 Cormoran GR1 GmbH
 Corodata Records Management, Inc.
 Covalent Metrology Services, Inc
 Cranioclinic Valencia & Dental Sleep
 cubesmart -0759
 Custom Sock Shop LLC

Cutting Edge Drapery
 Cvent Inc
 Daniel Mah
 Daniel Simmons
 Darby Dental Supply, LLC
 Dave Kuhns
 David Cirilos
 David Federici
 David R. Studt
 David Schwartz
 David Vega
 DDI Capital
 Dedicated Sleep
 Derick Love
 Deutsche Messe AG
 Dexter Valera
 DGZS
 Diakonessenhuis
 Diane Pajak
 D-Kode Technology LLC
 DPM Property Management, Inc.
 Dr. Aditi Desai
 Dr. Aileen Trivedi
 Dr. Amy Guthrie
 Dr. Benjamin Collins
 Dr. Bernard Ang
 Dr. Brandon Dreier
 Dr. Brandon Hedgecock
 Dr. Chad Hutchison
 Dr. Charles Frye
 Dr. Cheryl Ann Scott
 Dr. Chet Hymas
 Dr. Chris Mathison
 Dr. Cuffy York
 Dr. Daniela Eversgerd
 Dr. Darin Bach
 Dr. David Frey
 Dr. David Kerr
 Dr. Delwin Hemingway
 Dr. Douglas Hauck
 Dr. Edward Magida
 Dr. Frank Moss
 Dr. Gail Henry Sigma Health PC
 Dr. Gil Suarez
 Dr. Howell Goldberg
 Dr. Jason Ehtessabian
 Dr. Jean-Pierre Ho
 Dr. Jeff E. Rubel

Dr. John Carollo
 Dr. Karen Williamson
 Dr. Katherine Johnson
 Dr. Keri L. Smith
 Dr. Lydia Sosenko
 Dr. Lynn Wuthow
 Dr. Madan Kandula
 Dr. Marc F. Newman
 Dr. Maurits de Ruiter
 Dr. Max Kerr
 Dr. Michael Feld
 Dr. Mitch Conditt
 Dr. Patrick Kuhns
 Dr. Raquel Silva
 Dr. Raza Pasha
 Dr. Renee Owen
 Dr. Robert Booher
 Dr. Rodney Holcombe
 Dr. Rubina Nguyen
 Dr. Sam Skurie
 Dr. Thomas Corwin
 Dr. Thomas Rhodes
 Dr. Tristan Thompson
 Dr. William Monks
 DSM Academy Limited
 Dwyer Instruments, LLC
 Eagle Signs and Designs, LLC
 EDRA S.P.A
 Edward Owens
 Eldorado Forklift Company
 Elexes Medical Consulting LLC
 Ellis Family Dentistry
 Encore
 Engb.om & Co Oy Konsulttitoimisto
 Engblom Co
 Ensinger Precision Components Inc
 Erin Elliott, DDS
 Erin V Mosca
 EuroDev Business Services
 European Respiratory Society
 Evelien Zondag
 Everworks Ltd T/A Qualio
 Excel Translations Inc.
 Fairmont San Francisco
 Ferdinande Photography LLC
 Fiix
 Fionnuala Lyden
 First American

First American Equipment Finance
 First Financial
 First Foundation
 First-Citizens Bank & Trust Co
 Fiscal Solutions
 FLYERALARM
 Freyr, Inc.
 Gabriel Cheng
 Gabriele Studt Print & Web
 Gary Anthony Veran
 Gary Veran
 Gayatri Raina
 Geerer Burns & Crain Ltd.
 General Sleep Corporation
 Georgiy Afanasiadzi
 Gerson Baltazar
 Gianna Mohrman
 Golen Bock Eiseman
 Golenbock Eiseman
 Gonda Marra
 Great Lakes Dental Technologies
 Greer, Burns & Crain, Ltd.
 Gulf Coast Bank & Trust Company
 Guy's and St Thomas NHS Foundation Trust
 Hanh Bhandari
 HAS Haute Autorit   de Sant  
 Health Canada
 Hedy Holmes Staffing Agency
 Hetal Desai
 High 5 Builders Inc
 Human Bees, Inc.
 Huntington
 Huntington Financial Corp
 IAS Academy
 iBedssma
 IMGEN Technologies LLC
 Impec Group
 International Academy of Sleep
 intertek
 Intertek Testing Services Na Inc.
 Intrado Digital Media
 Intrepid Capital
 ISDSM Q and A Webinar
 Ivoclar Vivadent, Inc.
 Iwona Iwaszczyszyn
 J&J Air Conditioning, Inc.
 Jack Henry Associates Inc.
 Jackson Kon

Jacob Gross
 Jamari Purcell.
 Janeen Taplin
 Janis Bourriague
 Jan-Pro of the Greater Bay Area
 Jeffry Sugimoto
 Jennie Campbell
 Jennifer Schulz
 Jessica Montgomery
 Jiangsu Weixiang Tool Mfg
 Joanne Ingleby
 Jocel Gigante
 Joel Loeak
 John Di Simone
 John Orchard
 John Remmers
 Joshua Grosse
 Joshua Grosse-US
 Josie Valera
 Justin Mowdy.
 Kapia Partners Limited
 Kayley Plaunt
 Kellie Ricker
 Kelvin Cao
 Kenneth A Mogell, DMD
 Kevin Harris
 Kevin Klenke
 Kevin Murphy
 Keyence Corporation Of America
 Kim Huynh
 Kirkman Beck dba Hire Up Staffing And He
 Kirran Virdi
 KnowBe4, Inc.
 Kolbe Corp
 Konrad Skoczylas & VIP Plumbing and Drain
 Kredinor
 Kristin Jacobs
 Kurse- und Kongresse SSO USD
 Kurt LeJeune
 Kyle Cartledge
 Laing Rikker
 LBF Enterprises dba Powermatic Associates Inc
 Lc Networks Inc.
 LeaseCrunch LLC
 Left Coast Hauling LLC
 Lehrman Consulting LLC
 Leslie Nason
 LHH Recruitment Solutions

Liberty Commercial Finance LLC
 Lil Rooter Plumber
 Lion Technology Finance LLC
 LITTLER MENDELSON PC
 LogoBoss, LLC
 Luke Park
 Magic Touch Software Int.
 Marc Braem
 Marc Taub-1977
 Marissa Brogden
 Mark Musso
 Marko Foam Products
 Marko Jarvinen (usd)
 Martin Weiland
 Marty Armijo
 Masimo Canada Ulc
 Mason Street Opco LLC
 Matthew Thomas
 Mc Painting Drywall
 McGrail Vineyards and Winery
 McMaster-Carr
 MDSS - CH GmbH
 MDSS - UK
 MDSS Medical Device Safety Service
 MEDQOR
 Mediant Communications Inc.
 MedMark, LLC
 Medrio Inc.
 Melissa Ann Wheatley
 Melissa Metcalf
 MESSUKESKUS
 Michael Crown
 Mike Adler
 Milano Gracco
 Ming Lai
 Ming Lai Lai
 Minnesota Academy of General Dentistry
 Mintz Levin
 Mitchell Levine
 MNP LLP
 Modern Lock Security
 Moelis & Company LLC
 Moquin
 Mumble & Shrug Productions
 My Equity Comp. LLC
 MyCardio LLC
 NaasTech
 NAMSA

Navitas Credit Union
 Nederlandse Vereniging voor Tandheelkunde
 Nelson Mullins Riley Scarborough LLP
 Nor-Cal Moving Services
 notified
 Novi Oaks Dental
 NTPS
 NYU Grossman School of Medicine
 Ohn Dagarna
 Olivier Vanderveken
 Online Orthodontics Academy, SL
 Oppenheimer & co
 PAANNY
 Paragon Print Systems, Inc.
 Patricia Brown
 Patrick Buess
 Paul Nojaim
 Paul Reaney
 Pearl Meyer & Partners, LLC | Pearl Meyer
 Pedro Mayoral Sanz
 Perry Raynee Davila-
 Pinki Singh
 Pinsent Masons Rechtsanwälte Steuerberater
 Pleasanton Courtyard by Marriott
 Pleasanton Marriott
 Pohjola Pankkiyöj
 POLI DESIGN
 Posh Bakery
 Praxkon
 Premier Security Solutions
 Prinsen Residence International
 Print and Web
 Procopio
 Propellant Media
 Prosmile University
 Quality Auditing
 Quench USA, Inc.
 R&B Printing and Graphics
 Rainer Strauch
 Randstad
 Ravix Group, Inc
 Raynee Davila-Perry
 Reach Meetings And Events LLC
 Reliable Corporation
 Rene' Dell'Acqua
 Renea Lynne Castro
 Renee Smith
 Richard Boatman

Richard S. Vacca
 Richard Vimmerstedt
 Richards Layton & Finger
 Robert Bergman
 Robert Buly
 Robert Half
 Rockwell Automation Inc.
 Roth Staffing Companies
 RS Hughes Company, Inc.
 Rueter & Partner
 Russell Reynolds Associates Inc.
 Sarah Breu
 Saskia Sommer Medical Services
 SASU LFO Health
 SASU LFO-Health
 Scott Baker
 Scott Merritt
 SEALED AIR CORPORATION
 Sean Hawkins
 SEDCYDO
 Selective Gift Institute
 Shannon McCarthy
 Sharp Electronics Corporation
 Shazeen Pardesi
 Shenzhen SleepOn Technology Co., Ltd.
 Sheppard Mullin Richter & Hampton
 Sherri Cross
 Showpad Inc.
 Silvia Margarita Gonzalez Pondal
 Simply Beautiful Smiles
 Singer Lewak
 Sleep Better Tampa
 Sleep consultancy Ltd
 Sleep Professionals of Alabama
 Sleepon
 Sleptest, LLC
 SMC
 Snoring & Sleep Apnea Dental Treatment
 Center
 Solomon Partners, L.P.
 Solon Quinn Studios
 Somninvest
 Somninvest Nordic AB
 Somnovum
 Somnovum by Buess
 Sona Creative Group
 Soofar Agency
 Sskmka Stichting Scholing

Stacey Kiel
 Stanford University
 Stanley Liang
 Star Sleep & Wellness
 Stephanie Ronalds
 Steven Tanner
 stichting slaap congres nederland
 Stout Risius Ross, LLC
 Sugarloaf Signature Dentistry
 Surface Preparation Solutions LLC
 svenska handelsbanken
 Svetlana Yanova
 Sweden Meetx AB
 SWEDICARE, LDA
 Swiss Dental Events AG
 Tech Edge
 Technology Finance
 Techstreet
 Terry Wilson
 TFC Technology Finance
 The Film Collaborative Inc.
 The Revell Group
 The Royal Society of Medicine
 Thomas MTC
 Timothy Unsulangi
 Tipografia Ostiense
 TMJ & Sleep Solutions of Alabama
 TMJ PRAC MNGMT
 Toolmack
 Toppan Merrill Llc
 Transform Dental Sleep LLC
 Travis L. Lemire
 Trescal, Inc
 TriNet
 TriNet Canada
 TriNet Cobra
 Tri-Valley Electrical Service, Inc.
 Trustees of University of Pennsylvania
 Tufts University School of Medicine
 Uline
 UCSF Office of CME
 UHY LLP
 UKDentalCourses
 UniFirst Corporation
 UPS
 UPS Supply Chain Solutions, Inc.
 US Bank Equipment Finance
 US IP Attorneys

US Securities and Exchange Commission
 USI Insurance Services
 UZA
 Varha
 Veritas Association Management, Inc.
 Veritiv
 VGM Market Data
 Vida Andreevska
 vivisol
 Vortex
 Walter Hedgecock
 Waterlogic Americas
 WCG IRB
 Wells Fargo Equipment
 Willes Consulting Group, Inc.
 William Gross
 William R. Monks
 William T. Link/Lea
 XM CONSULT
 XM Consult EUR-USD
 Yardi
 Yolanda Palomares
 Zachary Allmand
 Zahn Dental (Henry Schein)
 Zhulie Wahidi
 ZRG Toft Group LLC

Taxing Authorities

California Franchise Tax Board
 California Department of Tax and Fee
 Administration
 Alameda County, California
 Delaware
 New Jersey
 Texas Comptroller
 Utah State Tax Commission
 Washington Department of Revenue
 Food and Drug Administration

Significant Customers

A Booij
 A. Klitsie
 Aaron Roundy
 Abby Neville
 Aditi Desai
 Adriana Lalinde
 ADVENT
 Alan Blanton

Alan Krantz
 Allan Winchar
 Allie Frounfelter
 Amrittej Virk
 Amy Hartsfield
 Amy Shoumer
 Andrew Edmonds
 Andrew Gamache
 Angie Nauman
 Anja Hoffstrom
 Anjoo Ely
 Annisya Bagdonas
 Arnoud Noot
 Baebel Thon
 Barry Chase
 Becky Coats
 Benjamin Polan
 Benjamin Utterback
 Bernard Greenbaum
 Bernd Rohlfing, M.Sc. M.Sc.
 Bettina L. Tong
 Betty Haberkamp
 Boris Lipovetskiy
 Brenna McLain
 Brianna Hammer
 Brittany Owens
 Bryce Nebeker
 C.M.G. Robben
 Carly Jacobs
 Chad Denman
 Chad Witkow
 Charles Vittitow
 Chase Edwards
 Chelise Kasun
 Chris Chui
 Chris Kirby
 Christine Nauth
 Coty Hulkan
 Crystal Morris
 Dana Blalock
 Dana Rockey
 Daniel J. Burton
 Daron Clark
 Dave Federici
 David Bender
 David Binder
 David C. Flint
 David Isaacs

David Jin
 Dayn Boitet
 Deborah Adamec
 Deborah Romack
 Dental Lab
 Dominik Ettlin
 Douglas Johnson
 Dr. Roja Thiem-Dieckmann
 E. v.d. Bronk
 E.H.W. Kruizinga
 Earl Bogrow
 Edward Sall
 Ekatarina Tomenko
 Elio Adler
 Ellen Collier
 Erica M. Johannes
 F. Michael Firouzian
 Francesca Milano
 Frank Sullivan
 Gail Henry
 Gene Sherman
 George Ghaly
 Gerald Cohen
 Gil Suarez
 Gina Maestri
 Gregory Osborne
 H.C.M. Donders
 Hal Dym
 Harmeet Chiang
 Hilary Fritsch
 Hilmar Schmidt-Kleen
 Holly Ellis
 Jack Bagley
 Jaclyn Martinez
 James C. Ross
 James Kramer
 James Mattingly
 James R. Stewart Jr.
 James Todd Gray
 James Walmsley
 Jan Bublik
 Jared Nelson
 Jay Goldstein
 Jay Nelson
 Jeff L. Rodgers
 Jeffrey Forslund
 Jeffrey S. Haddad
 Jeffrey S. Rein

Jeffrey W. Horowitz
 Jennifer Bragg
 Jeremy Bayer
 Jeremy Hess
 Jerrod Sanders
 Jerry Hu
 John A. Rothchild
 John C. Peterson
 John Carollo
 John Jared Waite
 John Kim
 John Montoya
 John Rawa
 John W. Clark
 Jonathan Hale
 Jonathan Held
 Jordan Brunson
 Jordan Stern
 Josef Wollmann
 Joseph Bradshaw
 Joseph Dagati
 Joseph Meng
 Juliet Bulnes-Newton
 JW de Ruiter
 Kaitlyn C. Schultz
 Karel Vandervelden
 Karen Williamson
 Katharine Christian
 Keane Fedosky
 Keira Nicholson
 Kelly Standish-Mayo
 Ken Berley
 Kent Smith
 Kenyon Oyler
 Kevin Berry
 Kevin Eatmon
 Kip Covington
 Kylie Wasserman
 Kyra Chadbourne
 Lawrence Hatfield
 Lloyd F. Moss, Jr.
 Lori Hare
 Luke Bauserman
 Lydia Sosenko
 M. Reyes Sevilla
 Mandy Grimshaw
 Maria Nater
 Marit Wendels

Mark Levy
 Mark Panneton
 Mark Tompkins
 Martin Abelar
 Martin Bassiur
 Matthew A. Hudson
 Matthew Oliver
 Melissa Sheets
 Michael Engelbrecht
 Michael Feld
 Michael Holm
 Michael Irwin
 Michael Kase
 Michael L. Gelb
 Michael States
 Michael Uzelac
 Michelle Cantwell
 Mitch Conditt
 Monika Kumar
 Nagashree Prakash
 Naina Mahale
 Nancy Addy
 Nick Wilson
 Nickoli Dubyk
 Nicole D. Chenet
 Nikola Vranjes
 Nina Daws
 Nina Wollenweber
 Ofer Jacobowitz
 Ohio Sleep Treatment
 Omar Mahmassani
 Paige Volentine
 Pallavi Saraf
 Paul Harris
 Paul R. Miller
 Pauline Jiddou
 Peter Benisch
 Philip Lisk
 Phillip Durden
 Phillip Neal
 R. BENJAMIN SCOTT
 R. Snijders
 R. Vrijhof
 Rachelle Brown
 Raman Patel
 Raul Garcia
 Raza Pasha
 Reza Radmand

Rhonda Hakimi
Richard Bradley Drake
Rohtaz K. Sandhu
Rubina Nguyen
Ryan Kohlmeier
Ryan O'Neill
Ryan Robinson
S.M.J.J. Meeuwis
Saleema Adatia
Salvatore S. Aragona
Samantha Bohay
Sandi Hamm
Sandy Tran
Sascha Voigtländer
Sean Endsley
Sharnell Muir
Shelley Shults
Shelly Bedayse
Shouresh Charkhandeh
Silvia Lobo
Sound Sleep Medical
Stacey Layman
Stephan Wegener
Stephen Ho
Stephen Poss
Steve Carstensen
Steven Greenman
Steven J. Wilk
Steven Wilhite
Subha Giri
Sue Ellen Richardson
Syeda Bakhtawar
T.a.v. Marc Braem
Tanya DeSanto
Tara Anger-Andersen
Thomas Froning
Thomas Gotsis
Thorsten Peschel
Tiffini Stratton
Tim Muscaro
Timothy J. Kitzmiller
Todd Coy
Trevor Hartwell
VA-CT
Vernon W. Greene
Vicki Cohn
Vince Auth
W. Nesse

Will Harvey
William Odom
Yanik Boucher
Zufhair A. Hadi

EXHIBIT C

Engagement Letter

GAVIN / SOLMONESE

Ted Gavin, CTP, NCPM
Managing Director & Founding Partner
Certified Turnaround Professional

ted.gavin@gavinsolmonese.com

office 302.655.8997 x 151
mobile 484.432.3430
fax 302.655.6063

April 26, 2024

Via E-mail

Brian Dow, Chief Financial Officer
ProSomnus, Inc.
5675 Gibraltar Drive
Pleasanton, CA 94588

Re: Engagement of Gavin/Solmonese LLC

Dear Mr. Dow:

On behalf of Gavin/Solmonese LLC (the “Advisor”), I thank you for the opportunity to represent ProSomnus, Inc. (the “Client”) in connection with certain advisory matters described herein. The Advisor’s policy at the outset of an engagement (the “Engagement”) is to outline the purpose and scope of the engagement and to agree with the Client on the terms on which the Advisor will provide, bill and be paid for services rendered and expenses incurred in connection with this Engagement. This letter sets forth our agreement (the “Agreement”) on the terms of the Engagement.

IDENTIFICATION OF THE CLIENT

Advisor has been engaged by Client and only the Client, and the scope of the Engagement will be limited to the matters outlined herein. Unless specifically agreed to in writing, Advisor has not been retained to advise, and does not have a client-advisor relationship with: (i) any officer, director, employee or agent of the Client; (ii) any parent, subsidiary, or other affiliate of the Client; (iii) any partnership of which the Client is a partner (general or limited) or any joint/multiple venture or unincorporated association of which the Client is a member; or (iv) any fund or account managed by the Client.

SCOPE OF THE ENGAGEMENT

Primary Services

The Advisor understands that Client expects to commence a bankruptcy case (the “Bankruptcy Case”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States

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Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The services that the Advisor will provide to the Client during the course of the Engagement under this Agreement include, but are not limited to, the following:

- A. Assessing Client’s business, financial obligations, operational needs, assets, business plan, business strategy, and operating forecasts, and assessing go-forward options with respect to same;
- B. Evaluating the Client’s strategic and financial alternatives;
- C. Advising the Client and counsel, on developing, evaluating, structuring and negotiating the terms and conditions of a turnaround, restructuring, plan of reorganization, or sale transaction;
- D. Communicating with the Client’s stakeholders that may include, but are not limited to, the Client’s, vendors, customers, employees, lenders, creditor committees, along with Court officials, attorneys and other service providers, as required.
- E. Monitoring daily cash allocation and cash management processes, including the preparation of reports to manage any budget and associated financing.
- F. Assisting the Client in negotiations with creditors;
- G. Assisting the Client with any bankruptcy and/or lender reporting requirements, and;
- H. Such other services as Client may reasonably request and Advisor may agree to perform, which may include, without limitation, advising the Client concerning obtaining additional financing, recruiting personnel, and the implantation of a turnaround plan.

Additional Services Available to Client

i. Sale Transaction

Not Applicable.

ii. Financing Transaction

Not Applicable.

Limitations

Please be aware that Advisor makes no representations or warranties about the Client’s ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a turnaround, restructuring, sale transaction, or plan of reorganization. Unless otherwise specified in writing by Advisor, Advisor does not promise any particular results or outcomes in

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connection with services provided hereunder.

Advisor and its personnel do not hold themselves out as having the licenses of, nor do Advisor and its personnel perform the services of, attorneys, accountants, brokers or other service providers requiring a license.

Reporting Responsibility

Advisor will report to Brian Dow. The Client's daily contact to the Advisor for the Matter will be Brian Dow, Client's Chief Financial Officer.

Regulatory Compliance

All regulatory compliance decisions concerning Client's business are the responsibility of Client. Without limitation, Advisor shall have no duty, no responsibility, and no authority with respect to regulatory compliance duties, including, without limitation: (1) the management, handling, transport, disposal or remediation of hazardous wastes or hazardous substances; (2) compliance with applicable federal, state or local statutes, ordinances, regulations, orders and requirements of common law in any way affecting or pertaining to health, safety or the environment; and (3) filings with federal and state securities authorities and federal, state and local taxing authorities.

Term of the Engagement

This Engagement will be for a term of six (6) months commencing at the beginning of business on April 29, 2024 and ending on October 25, 2024 (the "Ending Date"), or upon either the effective date of a Plan confirmed by the Bankruptcy Court or the conversion of Client's case to a case under Chapter 7 of the Bankruptcy Code. In the event written notice of termination of this Agreement is not provided by either party to the other within 15 days of any Ending Date, the Ending Date shall be deemed extended by one month. Notwithstanding the foregoing, either part may terminate the Engagement upon seven (7) days written notice to the other party. In the event the Engagement is terminated, the portions of this Agreement titled "Limitations," "Fees and Billing Matters," "Indemnification and Hold Harmless," and the "Miscellaneous Provisions," and each of their subparts, will survive such termination.

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Place of Work

If the Client and Advisor agree that it would be advisable, in light of the work to be performed, for Advisor to perform work at Client's Facility, Client agrees to provide to Advisor office space at Client's facility or other business premises owned by or available to Client at no charge to the Advisor.

FEES AND BILLING MATTERS

Fees

Client agrees to pay Advisor a fee of One Hundred Fifty Thousand Dollars (\$150,000) per month or portion thereof, for the duration of this engagement.

Retainer

A retainer payment equal to One Hundred Fifty Thousand Dollars \$150,000.00 is due upon signing this Agreement and will be held until the final invoice is generated, at which time it will be applied to the final invoice with any excess refunded to Client without interest.

Disbursements and Expenses

Client agrees to reimburse Advisor for reasonable expenses incurred by Advisor by reason of this Engagement, including, without limitation, for travel, meals, computer and database research charges, phone, fax and courier.

Billing and Payment

Our practice is to bill clients monthly on matters of this nature. Experience has shown that billing on this basis keeps clients fully informed of the level of costs they are incurring and rationalizes the entire billing process. Advisor will render weekly invoices to Client each Monday for fees and expenses of its personnel incurred through the previous Sunday. Any delay in rendering such invoices shall not constitute a waiver by Advisor of such fees and expenses. Client agrees to pay such invoices upon receipt by wire transfer to Advisor's bank: PNC Bank N.A., Wilmington, DE, ABA# 031100089 Account #5693586093, with telephone notification to Judy Sacher at (302) 655-8997 ext. 227. If Advisor agrees in writing, payments may be made by check upon receipt of invoice.

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We have found that problems and misunderstandings about billing can be greatly minimized by promptly raising questions or comments about our services and charges. If, for some reason, Client does not timely pay invoices, work on the Engagement cannot continue and we will be forced to terminate this Agreement. In the unfortunate event that we are required to institute collection proceedings for any unpaid invoices, the Client agrees that the Advisor will have the right to seek and recover, and Client will pay, all of the Advisor's costs and expenses in conjunction therewith, including reasonable attorneys' fees, at trial and through all levels of appellate review.

Taxes

Client agrees that all taxes due from Client by reason of amounts payable, or paid, to Advisor pursuant to this Engagement (including, without limitation, sales and payroll taxes) are the responsibility of and to be paid by Client.

STATUS OF ADVISOR

The Advisor and all its personnel shall perform all services hereunder as independent contractors and not as employees of Client. Neither Advisor nor its personnel shall receive any remuneration from Client, including participation in disability, retirement, pension, profit sharing or other benefit or deferred compensation plans of Client, other than as set forth herein. The name of Advisor or its personnel shall not be set forth in any document of Client, or otherwise used by Client, unless Advisor shall have previously consented thereto in writing.

INFORMATION AND CONFIDENTIALITY

Client agrees to provide Advisor access to all Client's financial and other information and records and to Client's directors, officers, employees, representatives, creditors, and other stakeholders as Advisor reasonably deems appropriate.

All information concerning Client's business, whether or not in writing, of a private, secret or confidential nature concerning Client, is and shall remain the exclusive property of Client, and no such information shall be divulged by Advisor to third parties, other than in the reasonable course of the performance of services to be rendered hereunder, unless information becomes public knowledge or is required by law or order of a court.

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REPRESENTATIONS

Client is unaware of any material misrepresentation or misstatement with respect to information provided or to be provided to Advisor, and will immediately notify Advisor in writing if at any time Client discovers that there has been such material misrepresentation.

INDEMNIFICATION AND HOLD HARMLESS

Client agrees to indemnify and hold harmless Advisor, to the full extent lawful, against any and all losses, actions, claims, damages, liabilities, or costs including reasonable legal fees and expenses (collectively, “Loss”), whether or not in connection with a matter in which Advisor is a party, as and when incurred, directly or indirectly, caused by, relating to, based upon, or arising out of Advisor acting for Client pursuant to the Agreement. Advisor shall not be held liable for errors in judgment. Notwithstanding the foregoing, Client shall have no duty to indemnify or to hold harmless Advisor for any loss, action, claim, damage, liability, or cost to the extent such Loss is found, in a final judgment by a court of competent jurisdiction to have resulted primarily and directly from the gross negligence, willful misconduct, or unlawful activities of Advisor as determined by a court of law. If Client is a debtor-in-possession in a chapter 11 proceeding, no amounts shall be payable by the Client as debtor-in-possession, pursuant to any indemnification obligation, without prior approval of the Bankruptcy Court.

These indemnification and hold harmless provisions shall be in addition to any liability that Client may otherwise have to Advisor, and shall include in addition to Advisor, Advisor’s affiliated entities, directors, officers, employees, agents, and control persons of Advisor within the meaning of the federal securities laws. All references to Advisor in these indemnification and hold harmless provisions shall be understood to include any of the foregoing.

If any claim, action, proceeding, or investigation is commenced as to which Advisor proposes to demand such indemnification and to be held harmless, Advisor will notify Client promptly upon becoming aware of any such action, proceeding, or investigation. Advisor will have the right to retain counsel of its own choice to represent it, and Client will pay the reasonable fees and expenses of such counsel, which counsel shall, to the fullest extent consistent with its professional responsibilities, cooperate with Client and any counsel designated by it. Client will only be liable for any settlement of any claim against Advisor made with Client’s written consent, which consent shall not be unreasonably withheld.

In the event of litigation between Client and Advisor, the prevailing party shall be entitled to recover its reasonable fees and expenses, including attorney’s fees.

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LIMITATION OF LIABILITY

Client and its subsidiaries agree that Advisor's liability to Client, to the extent not otherwise limited, indemnified, or held harmless hereunder, is further limited to the amount of fees paid to Advisor hereunder.

GOVERNING LAW

The validity, interpretation, and enforcement of this Agreement shall be governed by the internal laws of the State of Delaware applicable to Agreements made and to be fully performed therein. The parties agree that any controversy arising hereunder shall be brought in a state court of competent jurisdiction in the State of Delaware, which the parties agree is an appropriate and convenient forum.

MISCELLANEOUS PROVISIONS

Entire Agreement

This Agreement constitutes the entire understanding and Agreement between the parties hereto with respect to the subject matter hereof and may not be amended, changed, modified, or supplemented, except in writing signed by each party, for which purposes an exchange of electronic mail or faxes clearly indicating mutual agreement shall be acceptable.

Assignment

Neither party shall sell, assign, convey or otherwise transfer this Agreement, or any of the rights, interests, or obligations hereunder to any other party without the prior written consent of the other party, except that Advisor may assign this Agreement to a corporation or other business entity in which Edward T. Gavin is a shareholder, member, partner, or director.

Notices

Any written notice required to be given hereunder shall be validly given if delivered personally or sent by registered or certified mail, postage prepaid, to the address of the party set forth in the opening paragraph of this Agreement, or to such other address as one party shall provide in writing to the other in accordance with this paragraph.

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Waiver

The waiver of any breach of any provision of this Agreement by a party to this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party.

Separability of Provisions

Each provision of this Agreement shall be considered separable. If, for any reason, any provision or provisions of this Agreement are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

Headings and Paragraphs

The headings and paragraphs of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Bankruptcy

In the event that, during the term of this Agreement, Client commences a bankruptcy case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., Client will make best efforts to seek an order of the bankruptcy court approving the Client's retention and employment as an advisor to the Client, as debtor-in-possession, under the terms of this Agreement, without alteration. In addition, such order, by attaching this Agreement thereto, shall seek to ensure that all payments to Advisor are final and unappealable by Client as to the debtor, any official committee appointed in such case, the United States Trustee and any Chapter 11 trustee that may be appointed.

Publicity

The Client acknowledges and agrees that Advisor may, at its option and expense, place a customary "tombstone" announcement in such newspapers and periodicals as it may choose, describing its services in connection with any transaction, following the completion of such transaction.

Anti-Reliance

Advisor represents to the Client and the Client represents to Advisor that in executing this Agreement they do not rely and have not relied upon any representation or statement not set forth herein made by the

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other or by any of the others agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

Employment of Advisor's Personnel

If during the term of this Agreement or any further extensions or modifications of this Agreement, or for a period of one year thereafter, Client offers, or any of Advisor's personnel accepts, any employment position or contract with Client, Advisor shall be deemed to have earned a reasonable commission in connection therewith, which shall be calculated at a rate of 30% of the annualized compensation in the event of employment, or of the annualized contract amount in the event of a contract, which shall be payable immediately upon presentation of Advisor's invoice therefor.

DISCLOSURES

Advisor hereby discloses that Advisor has many relationships in the business community involving lenders, law firms, accounting firms, consulting firms, independent consultant contractors, and others. These relationships may include Advisor in the past or currently receiving client referrals, providing client referrals, providing or receiving professional services, employing employees or contractors or serving as a contractor, and other types of relationships. These relationships may include lenders, professionals, or others that have a connection with Client and/or Advisor's services provided under this Agreement. Such relationships are expected to continue and new ones may begin during the provision of services hereunder. Advisor represents that its independence in providing services hereunder is not compromised by such relationships, and is willing to confer with Client at Client's request concerning the specific nature of any such relationships Advisor may have.

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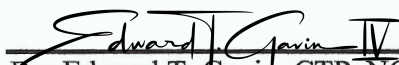
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Please signify your agreement to the arrangement for services described in this letter by returning a signed copy of this Agreement (as an e-mail attachment if convenient) and remitting the Retainer to us as promptly as possible. We appreciate the opportunity to advise you and will endeavor to provide prompt, efficient, and responsive services at all times. If you have any questions, please feel free to call me.

Very truly yours,

GAVIN/SOLMONESE LLC


By: Edward T. Gavin, CTP, NCPM
Its: Managing Director

Agreed this 27th day of APRIL, 2024


By: BRIAN B. Dow
Its: CFO