

1 PAUL HASTINGS LLP
Todd M. Schwartz (Cal. Bar No. 288895)
2 Will Clark Farmer (Cal. Bar No. 329170)
1117 S. California Avenue
3 Palo Alto, California 94304
Telephone: (650) 320-1800
4 Facsimile: (650) 320-1900
E mail: toddschwartz@paulhastings.com
5 willfarmer@paulhastings.com

6 Nathan S. Gimpel (admitted *pro hac vice*)
Matthew Smart (admitted *pro hac vice*)
7 71 South Wacker Drive, Suite 4500
Chicago, Illinois 60606
8 Telephone: (312) 499-6000
Facsimile: (312) 499-6100
9 E mail: nathangimpel@paulhastings.com
matthewsmart@paulhastings.com

10 *Proposed Attorneys for Debtor and*
11 *Debtor in Possession*

12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

14 In re,
15 SVXR, INC., a Delaware corporation,¹

16
17 Debtor.

Case No. 21-51050 (SLJ)

Chapter 11

**DEBTOR'S APPLICATION FOR
ENTRY OF AN ORDER
(I) AUTHORIZING THE
EMPLOYMENT AND RETENTION OF
GREENHILL & CO., LLC AS
INVESTMENT BANKER TO THE
DEBTOR, EFFECTIVE AS OF THE
PETITION DATE, AND (II) GRANTING
RELATED RELIEF**

Date: October 5, 2021

Time: 2:00 p.m. (PT)

Crtrm.: 9, via Zoom

Judge: Honorable Stephen L. Johnson
United States Bankruptcy Court
280 South First Street
San Jose, CA 95113

28 ¹ The last four digits of SVXR, Inc.'s federal tax identification number are (1893). The mailing address for SVXR, Inc. is 90 Bonaventura Drive, San Jose, California 95134.

1 The above-captioned debtor and debtor in possession (the “Debtor”) seeks entry of an order,
2 (i) authorizing the Debtor to employ and retain Greenhill & Co., LLC (“Greenhill”) as investment
3 banker, effective as of the Petition Date (as defined below), on the terms and conditions set forth
4 in the engagement letter attached hereto as **Exhibit B** (the “Engagement Letter”), and (ii) granting
5 related relief. In support of this application, the Debtor respectfully submits the declaration of
6 Christopher T. Grubb, attached hereto as **Exhibit C** (the “Grubb Declaration”). In further support
7 of this application, the Debtor submits as follows:

8 **I. JURISDICTION AND VENUE**

9 The United States Bankruptcy Court for the Northern District of California (the “Court”)
10 has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order Referring*
11 *Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and
12 rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern
13 District of California (the “Local Rules”). The Debtor confirms its consent, pursuant to rule 7008
14 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final
15 order by the Court in connection with this application to the extent that it is later determined that
16 the Court, absent consent of the parties, cannot enter final orders or judgments in connection
17 herewith consistent with Article III of the United States Constitution.

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

19 The bases for the relief requested herein are sections 327 and 328 of title 11 of the United
20 States Code (the “Bankruptcy Code”) and Bankruptcy Rules 2014 and 2016.

21 **II. BACKGROUND**

22 Founded in 2013, the Debtor is a developer and manufacturer of high-resolution, automated
23 x-ray inspection and metrology equipment for businesses in the semiconductor and advanced
24 electronics market. The Debtor also provides data analytics software and field support services to
25 its customers in the semiconductor fabrication industry.

26 On August 4, 2021, the Debtor filed a voluntary petition for relief under chapter 11 of the
27 Bankruptcy Code. A detailed description of the Debtor and its business, and the facts and
28 circumstances supporting the Debtor’s chapter 11 case, are set forth in greater detail in the

1 *Declaration of Daniel Trepanier in Support of First Day Motions and Related Relief* [Docket
2 No. 26] (the “First Day Declaration”).² The Debtor continues to operate its business as a debtor in
3 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner
4 has been appointed in this chapter 11 case. Additionally, the Office of the United States Trustee
5 for the Northern District of California (the “U.S. Trustee”) has not appointed an official committee
6 of unsecured creditors (the “Committee”).

7 **III. GREENHILL’S QUALIFICATIONS**

8 The Debtor requires a qualified and experienced investment banker with the resources,
9 capabilities, and experience of Greenhill to assist it in pursuing the transaction(s) that are crucial to
10 the resolution of its chapter 11 case. An investment bank, such as Greenhill, fulfills a critical role
11 that complements the services provided by the Debtor’s other professionals. The Debtor believes
12 that retaining Greenhill as their investment banker is in the best interests of its estate and creditors
13 because, among other things, Greenhill has extensive experience in, and an excellent reputation for,
14 providing investment banking and financial advisory services to debtors in bankruptcy
15 reorganizations and other restructurings.

16 As set forth in the Grubb Declaration, Greenhill and its senior restructuring and finance
17 professionals have extensive expertise providing investment banking services to financially
18 distressed companies, creditors, committees, equity holders, asset purchasers, and other
19 constituencies in reorganization proceedings and complex financial restructurings, both in and out
20 of court. Greenhill and its restructuring and finance professionals have extensive experience in
21 advising debtors and other constituencies in chapter 11 cases and have served as investment banker
22 to numerous debtors and creditors. Accordingly, Greenhill has developed significant relevant
23 experience and expertise that will enable Greenhill and its professionals to provide necessary
24 investment banking services to the Debtor in this chapter 11 case.

25 Greenhill, and in particular Mr. Grubb, is already familiar with the Debtor and its assets, as
26 Greenhill has been engaged by the Debtor since September 2020. As a result, Greenhill has
27 developed significant relevant experience and expertise regarding the Debtor’s business, capital
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² Capitalized terms used but not defined herein shall have the meanings set forth in the First Day Declaration.

1 structure, and creditors that: (a) make Greenhill a natural selection to continue as the Debtor's
2 investment banker and (b) will assist Greenhill in providing effective and efficient services to the
3 Debtor throughout this chapter 11 case. Thus, Greenhill is particularly suited to continue to provide
4 the investment banking services to the Debtor that are contemplated by the Engagement Letter and
5 described herein.

6 **IV. SERVICES TO BE RENDERED**

7 Greenhill has agreed to continue to provide services to the Debtor in this chapter 11 case in
8 accordance with the terms and conditions set forth in the Engagement Letter. The terms of the
9 Engagement Letter reflect the mutual agreement between the Debtor and Greenhill as to the
10 substantial efforts that may be required of Greenhill throughout the course of these proceedings.
11 The Engagement Letter provides, in consideration for the compensation contemplated thereby, that
12 Greenhill will, to the extent reasonably requested by the Debtor, render the following investment
13 banking services (collectively, the "Services"): ³

- 14 (a) assist in evaluating strategic alternatives of the Debtor, and develop
15 Transaction frameworks;
- 16 (b) provide advice and coordinate with management and counsel to develop a
17 strategy for any Transaction and other transactions, as applicable and
18 mutually agreed by the Debtor and Greenhill;
- 19 (c) assist the Debtor and its other professionals in reviewing the terms of any
20 proposed Transaction;
- 21 (d) assist or participate in negotiations with the parties in interest, including,
22 without limitation, their respective representatives in connection with a
23 Transaction;
- 24 (e) during the Debtor's chapter 11 case, and if requested by the Debtor,
25 participate in hearings before this Court and provide relevant testimony with
26 respect to Greenhill's services and the matters described herein, as well as
27 issues arising in connection with the proposed plan or reorganization in
28 Greenhill's area of expertise concerning a Transaction; and
- 29 (f) provide such other general advisory services and investment banking
30 services as are customary for similar transactions and as may be mutually
31 agreed upon by the Debtor and Greenhill.

³ In the event of any inconsistency between the description of the Services as set forth herein and the Engagement Letter, the Engagement Letter shall control. Also, capitalized terms not otherwise defined in this description of the Services shall have the meanings ascribed to such terms in the Engagement Letter.

1 The aforementioned Services are necessary to enable the Debtor to maximize the value of
2 its estate. Greenhill has indicated a willingness to act on behalf of the Debtor, on the terms
3 described herein and in the Engagement Letter, and to subject itself to the jurisdiction of the Court.
4 Additionally, the Debtor has been advised by Greenhill that it will endeavor to coordinate with the
5 other retained professionals in this chapter 11 case to eliminate unnecessary duplication or overlap
6 of work.

7 To the extent that the Debtor requests that Greenhill perform additional services not
8 contemplated by the Engagement Letter, such services and the fees for such services will be
9 mutually agreed upon by Greenhill and the Debtor, in writing, and be subject to Court approval.

10 **V. PROFESSIONAL COMPENSATION**

11 Subject to Court approval, and in accordance with the Bankruptcy Code, the Bankruptcy
12 Rules and the Bankruptcy Local Rules, the *United States Bankruptcy Court Northern District of*
13 *California Guidelines for Compensation and Expense Reimbursement of Professionals and*
14 *Trustees*, effective February 19, 2014 (the “Local Guidelines”), the *U.S. Trustee Guidelines for*
15 *Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C.*
16 *§ 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the “U.S. Trustee
17 Guidelines,” and together with the Local Guidelines, the “Fee Guidelines”), and any further Orders
18 of the Court in this chapter 11 case regarding professional compensation and reimbursement of
19 expenses, the Debtor will compensate Greenhill in accordance with the terms and provisions of the
20 Engagement Letter, which provides a compensation structure (the “Fee and Expense Structure”) in
21 relevant part as follows:⁴

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28 ⁴ In the event of any inconsistency between the description of the Fee and Expense Structure as set forth herein
and the Engagement Letter, the Engagement Letter shall control.

1 (a) Restructuring Transaction Fee. If, at any time during the Fee Period, the
2 Debtor consummates a Restructuring Transaction, Greenhill shall be entitled
3 to receive a fee as outlined below and mutually agreed by the Debtor and
4 Greenhill (the “Restructuring Transaction Fee”). Such Restructuring
5 Transaction Fee shall be payable upon the earlier of (a) the consummation
6 of a Restructuring Transaction and (b) the confirmation, sanction, or
approval, as applicable, and effectiveness of a Plan, however,
notwithstanding the date upon which a Restructuring Transaction Fee
becomes payable, such Restructuring Transaction Fee will be earned upon
the earlier of (x) the consummation of a Restructuring Transaction and
(y) the confirmation, sanction or approval of a Plan:

- 7 i. A Restructuring Transaction Fee of \$500,000 if the Debtor receives
8 Deal Proceeds equal to or less than \$11,700,000;
- 9 ii. A Restructuring Transaction Fee of \$1,000,000 if the Debtor receives
10 Deal Proceeds equal to or greater than \$13,700,000; and
- 11 iii. A Restructuring Transaction Fee that is linearly interpolated between
12 \$11,700,001 and \$13,699,999.

13 (b) For the purposes of the Engagement Letter, “Deal Proceeds” shall mean and
14 consist of the total value of (i) all cash proceeds and all non-cash
15 consideration to be paid by or received from a prospective acquiror of the
16 Debtor either directly or indirectly, and excluding any break-fee or expense
reimbursement owed to the stalking horse bidder, (ii) the balance of cash or
cash equivalent assets of the Debtor in all Debtor bank or similar accounts
at the close of business on the date the debtor-in-possession (DIP) financing
is repaid, less any amounts owed to secured creditors, and (iii) any working
capital adjustment.

17 In addition to any fees that may be paid to Greenhill under the Engagement Letter, the
18 Engagement Letter provides that the Debtor shall reimburse Greenhill for all reasonable and
19 documented out-of-pocket expenses incurred in connection with or arising out of its engagement
20 by the Debtor, including all fees, disbursements, and other charges of any legal counsel retained by
21 Greenhill such as travel, lodging, duplicating, messenger and telephone charges and fees and
22 expenses of counsel.

23 The Fee and Expense Structure described above was negotiated at arms’ length, and the
24 Debtor acknowledges and agrees that it constitutes fair and reasonable terms and conditions for the
25 retention by the Debtor of Greenhill as their investment banker in accordance with sections 327(a)
26 and 328(a) of the Bankruptcy Code. The Fee and Expense Structure was agreed upon by the
27 parties in anticipation that a substantial commitment of professional time and effort would be
28 required of Greenhill and its professionals, that such commitment may foreclose other opportunities

1 for Greenhill, and that the actual time and commitment required of Greenhill and its professionals
2 to perform the services hereunder may vary substantially from week to week or month to month.
3 The Debtor believes that the Fee and Expense Structure is comparable to compensation generally
4 charged by other firms of similar stature to Greenhill for comparable engagements, both in and out
5 of bankruptcy. Additionally, the Fee and Expense Structure was established to reflect the difficulty
6 of the extensive assignments Greenhill expects to undertake, as well as the potential for failure.
7 The Debtor thus believes that the Fee and Expense Structure is reasonable.

8 The Debtor submits that Greenhill has obtained valuable institutional knowledge of the
9 Debtor's business, financial affairs, and creditors as a result of its providing services to the Debtor
10 before the Petition Date. Therefore, Greenhill is not only well qualified, but also uniquely able to
11 perform these services and assist the Debtors in this chapter 11 case. Moreover, the Debtor believes
12 that Greenhill's services will assist the Debtor in achieving a successful outcome in this chapter 11
13 case.

14 Greenhill's strategic and financial expertise, merger and acquisition experience, and
15 restructuring capabilities, some or all of which may be required by the Debtor during the term of
16 Greenhill's engagement hereunder, were important factors in determining the Fee and Expense
17 Structure. The Debtor believes that the ultimate benefit of Greenhill's services hereunder cannot
18 be measured by reference to the number of hours to be expended by Greenhill's professionals in the
19 performance of such Services.

20 **VI. WAIVER OF RECORDKEEPING REQUIREMENTS**

21 The Debtor has been advised by Greenhill that it is not the general practice of investment
22 banking and financial services firms to keep detailed time records similar to those customarily kept
23 by attorneys, nor do such investment banking and financial services firms keep time records on a
24 "project category" basis. Greenhill does not maintain contemporaneous time records in the
25 ordinary course of its business (in one-tenth hour increments or otherwise). Like other investment
26 banking firms, Greenhill's internal structure is not set up to accommodate time keeping and it would
27 be unduly difficult and expensive to put in place a structure that could keep the records of the
28 numerous individuals who have worked, and will continue to work, on this chapter 11 case.

1 Accordingly, the Debtor requests that the requirements of the Fee Guidelines be waived.
2 Notwithstanding the foregoing, Greenhill will file a declaration following the closing of the sale,
3 setting forth, among other things, the fees earned and expenses incurred by Greenhill and paid (or
4 to be paid) by the Debtor.

5 **VII. INDEMNIFICATION**

6 As part of the overall compensation payable to Greenhill under the terms of the Engagement
7 Letter, the Debtor has agreed to certain indemnification, contribution and reimbursement
8 obligations as described therein (the “Indemnification Provisions”). Generally, these provisions
9 provide that the Debtor will, among other things, indemnify, hold harmless, and provide contribution
10 and reimbursement to Greenhill and its affiliates, and the respective directors, officers, members,
11 employees, agents, or controlling persons of each of the foregoing under certain circumstances,
12 except in the case of gross negligence or willful misconduct. All requests of Greenhill for the
13 payment of indemnity pursuant to the Indemnification Provisions will be made by means of an
14 application to, and shall be subject to review by, the Court to ensure that payment of such indemnity
15 conforms to the terms of the Engagement Letter.

16 The Debtor believes that these Indemnification Provisions, as modified by the Order, are
17 customary and reasonable for financial advisory and investment banking engagements, both in- and
18 out-of-court, and reflect the qualifications and limitations on indemnification provisions. The
19 Indemnification Provisions were negotiated by the Debtors and Greenhill at arm’s length and in
20 good faith.

21 **VIII. NO DUPLICATION OF SERVICES**

22 The Debtor intends that the services to be provided by Greenhill will complement, and not
23 duplicate, the services being rendered by other professionals retained in this chapter 11 case.
24 Greenhill understands that the Debtor has retained and may retain additional professionals during
25 the term of the engagement and will work cooperatively with such professionals to integrate any
26 respective work conducted by the professionals on behalf of the Debtor.

1 **IX. DISINTERESTEDNESS**

2 To the best of the Debtor’s knowledge, information, and belief, and except and to the extent
3 disclosed herein and in the Grubb Declaration, Greenhill is a “disinterested person” within the
4 meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the
5 Bankruptcy Code, and holds no interest materially adverse to the Debtor or the estate in connection
6 with the matters for which Greenhill is to be retained by the Debtor. If any new relevant facts or
7 relationships are discovered, Greenhill will supplement its disclosure to the Court.

8 **X. BASIS FOR RELIEF**

9 Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

10 [M]ay employ one or more attorneys, accountants, appraisers,
11 auctioneers, or other professional persons, that do not hold or
12 represent an interest adverse to the estate, and that are disinterested
13 persons, to represent or assist the [debtor] in carrying out the
14 [debtor]’s duties under this title.

15 Section 101(14) of the Bankruptcy Code defines a “disinterested person” as a person that:

- 16 (a) is not a creditor, an equity security holder, or an insider;
- 17 (b) is not and was not, within two years before the date of the filing of the
18 petition, a director, officer, or employee of the debtor; and
- 19 (c) does not have an interest materially adverse to the interest of the estate or of
20 any class of creditors or equity security holders, by reason of any direct or
21 indirect relationship to, connection with, or interest in, the debtor, or for any
22 other reason.

23 Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the
24 Bankruptcy Code, providing that “a person is not disqualified for employment under section 327
25 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment
26 by or representation of the debtor before the commencement of the case.” Accordingly, Greenhill’s
27 prepetition relationship with the Debtor is not an impediment to Greenhill’s retention as the
28 Debtor’s postpetition investment banker.

The Debtor also seeks approval of the fee structure described herein and in the Engagement
Letter pursuant to section 328(a) of the Bankruptcy Code, which provides that a debtor may employ
and retain a professional person under section 327(a) “on any reasonable terms and conditions of

1 employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a
2 contingent fee basis.” Accordingly, section 328(a) of the Bankruptcy Code permits compensation
3 of professionals, such as financial advisors and investment bankers, on flexible terms that reflect
4 the nature of their services and market conditions. *See Donaldson Lufkin & Jenrette Securities*
5 *Corp. v. National Gypsum (In re Nat’l Gypsum Co.)*, 123 F.3d 861, 862 (5th Cir. 1997) (“Under
6 present § 328 the professional may avoid that uncertainty by obtaining court approval of
7 compensation agreed to with the trustee (or debtor or committee)”); *see also In re Wash. Mut., Inc.*,
8 No. 08-12229, 2018 WL 704361, at *4 (Bankr. D. Del. Feb. 2, 2018) (stating that “courts ‘must
9 protect agreements and expectations’ once they have been found reasonable”) (quoting *Nat’l*
10 *Gypsum*, 123 F.3d at 862).

11 Section 328 is a significant departure from prior bankruptcy practice relating to the
12 compensation of professionals. Indeed, as the United States Court of Appeals for the Fifth Circuit
13 recognized in *In re National Gypsum Co.*:

14 Prior to 1978 the most able professionals were often unwilling to
15 work for bankruptcy estates where their compensation would be
16 subject to the uncertainties of what a judge thought the work was
17 worth after it had been done. That uncertainty continues under the
18 present § 330 of the Bankruptcy Code, which provides that the court
19 award to professional consultants “reasonable compensation” based
20 on relevant factors of time and comparable costs, etc. Under present
21 § 328 the professional may avoid that uncertainty by obtaining court
22 approval of compensation agreed to with the trustee (or debtor or
23 committee).

24 123 F.3d at 862.

25 Further, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 amended
26 section 328(a) of the Bankruptcy Code as follows:

27 The trustee, or a committee appointed under section 1102 of this
28 title, with the court’s approval, may employ or authorize the
employment of a professional person under section 327 or 1103
of this title, as the case may be, on any reasonable terms and conditions
of employment, including on a retainer, on an hourly basis, on a
fixed or percentage fee basis, or on a contingent fee basis. 11 U.S.C.
§ 328(a) (emphasis added).

1 These changes make clear that the Debtor may retain, with Court approval, a professional on a fixed
2 or percentage fee basis such as the Fee and Expense Structure provided for in the Engagement
3 Letter.

4 Additionally, as part of the overall compensation payable to Greenhill under the terms of
5 the Engagement Letter, the Debtor has agreed to certain indemnification, exculpation, contribution,
6 and reimbursement obligations as described in the Indemnification Provisions. More specifically,
7 the Indemnification Provisions provide that the Debtor will, among other things, indemnify, hold
8 harmless and provide contribution and reimbursement to Greenhill and its affiliates, and the
9 respective directors, officers, members, employees, agents, or controlling persons of each of the
10 foregoing except for claims arising from Greenhill's gross negligence, or willful misconduct.

11 The Debtor and Greenhill believe that the provisions of the Indemnification Provisions are
12 customary and reasonable for financial advisory and investment banking engagements, both in and
13 out-of-court, and reflect the qualifications and limitations on indemnification provisions that are
14 customary for such engagements. *See United Artists Theatre Co. v. Walton*, 315 F.3d 217, 229 (3d
15 Cir. 2003) ("Indemnification of financial advisors against their own negligent conduct is becoming
16 a common market occurrence."); *see, e.g., In re Sears Holdings Corp.*, No. 18-23538 (RDD)
17 (Bankr. S.D.N.Y. Nov. 9, 2018) [Docket No. 606] (approving retention of investment banker for
18 the debtors in accordance with letter, which provided indemnification except in cases of bad faith,
19 self-dealing, breach of fiduciary duty, if any, gross negligence, or willful misconduct); *In re J & M*
20 *Sales Inc.*, No. 18-11801 (LSS) (Bankr. D. Del. Sept. 17, 2018) [Docket No. 410] (same); *In re*
21 *Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 25, 2017) [Docket No. 732] (same);
22 *In re Payless Holdings LLC*, No. 17-42267-659 (Bankr. E.D. Mo. May 9, 2017) [Docket No. 645]
23 (same); *In re Caesars Entm't Operating Co.*, No. 15- 01145 (ABG) (Bankr. N.D. Ill. Mar. 26, 2015)
24 [Docket No. 991] (same); *In re Metabolife Int'l, Inc.*, No. 05-06040-PB11 (JJH) (Bankr. S.D. Cal.
25 Aug. 5, 2005) [Docket No. 128] (same).

26 The Debtors believe that, given the size and complexity of this chapter 11 case and the
27 market indemnification terms for investment bankers of comparable size, quality, and expertise to
28 Greenhill providing similar services, it is reasonable and in the best interests of the Debtor's estate

1 to provide Greenhill with the protections afforded by the Indemnification Provisions. Accordingly,
2 as part of this application, the Debtor requests that this Court approve the terms of the
3 Indemnification Provisions.

4 The Debtor submits that the terms of the Engagement Letter were negotiated in good faith
5 and at arm's-length between the Debtor and Greenhill and reflect the extensive work and substantial
6 commitment undertaken by Greenhill before the Petition Date, as well as the Debtor's evaluation
7 of the extensive work and substantial commitment remaining to be completed by Greenhill during
8 the chapter 11 case. The Debtor submits that the terms and conditions of the Engagement Letter,
9 including the fee structure, are fair, reasonable, and market-based under the standards set forth in
10 section 328(a) of the Bankruptcy Code considering (a) the numerous issues that Greenhill may be
11 required to address in performing its services for the Debtors pursuant to the Engagement Letter,
12 (b) Greenhill's commitment to the variable time requirements and effort necessary to address all
13 such issues as they arise, (c) Greenhill's substantial experience with respect to investment banking,
14 (d) the market prices for Greenhill's services for engagements of this nature, and (e) the fee
15 structures typically utilized by Greenhill and other investment bankers, which do not bill their
16 clients on an hourly basis, in bankruptcy or otherwise.

17 Accordingly, the Debtor believes that Greenhill's compensation should be subject only to
18 the standard of review in section 328(a) and should not be subject to any additional standard of
19 review under section 330 of the Bankruptcy Code. Retention of Greenhill is appropriate and in the
20 best interest of the Debtor, the estate, and all parties in interest.

21 Further, Greenhill has agreed to serve as investment banker to the Debtor on and after the
22 effective date of its engagement on the condition that the Debtor would seek approval of its
23 employment and retention, effective as of the Petition Date, so that Greenhill may be compensated
24 for its services performed prior to the entry of the Order. The Debtor believes that no party in
25 interest will be prejudiced by the granting of the employment as provided in this Application
26 because Greenhill has provided since its engagement, and will continue to provide, valuable
27 services to the Debtor's estate.
28

1 The Supreme Court’s decision in *Roman Catholic Archdiocese of San Juan, Puerto Rico v.*
2 *Acevedo Feliciano*, 140 S. Ct. 696, 700–01 (2020), does not disturb this result because this
3 Application is timely submitted to the Court, and the Court’s jurisdiction to grant the requested
4 relief (as of the Petition Date) is not at issue. In *Acevedo*, the Supreme Court held that a District
5 Court’s *nunc pro tunc* order remanding a removed lawsuit to state court was not effective to
6 retroactively confer jurisdiction so as to validate the state court’s orders entered before remand.
7 *See id.* at 699–701. Here, however, section 327 of the Bankruptcy Code provides authority to the
8 Court to grant the relief requested herein, and therefore such action “does not exceed the court’s
9 jurisdiction in the way the language of the removal statute prohibited the court from exercising
10 jurisdiction in *Acevedo*.” *In re Hunanyan*, No. 21-10079 (MT), 2021 WL 2389273, at *2 (Bankr.
11 C.D. Cal. June 10, 2021) (distinguishing *Acevedo* in the context of a timely employment application
12 under section 327 of the Bankruptcy Code); *see also In re Merriman*, 616 B.R. 381, 393 (9th Cir.
13 BAP 2020) (“[I]t is absolutely clear that Congress expressly gave [jurisdiction], including the
14 power retroactively to grant relief, to bankruptcy courts.”); *In re Miller*, 620 B.R. 637, 641 (Bankr.
15 E.D. Cal. 2020) (“Statutes may also serve as a basis . . . for orders that have retroactive effect
16 without need for inherent power *nunc pro tunc* orders.”).

17 *In re Hunanyan* is analogous with the facts and circumstances of this case. There, the
18 chapter 7 trustee sought, pursuant to section 327 of the Bankruptcy Code, to employ an accounting
19 firm approximately one month after the petition date. *See id.* at *1. After an extensive discussion
20 of the plain meaning of section 327, *Acevedo*, *Miller*, and other Ninth Circuit authorities, the court
21 distinguished the timely filed employment application in its case and recent decisions requiring
22 approval of employment before the employment application hearing date only on a *nunc pro tunc*
23 basis. *See id.* at *2–5. The court found that imposing *nunc pro tunc* requirements where an
24 application is timely submitted is unnecessary under *Acevedo*. *Id.* at *6.

25 Here, the Court should reach the same result. “[I]t is important not to start treating timely
26 employment applications as something extraordinary and unnecessarily erect additional costs and
27 risks on the estate.” *Id.* Moreover, *Miller* is distinguishable because the section 327 application in
28 that case was filed *nearly a year* after the chapter 7 case was reopened and sought relief

1 retroactively to March 3, 2013—approximately *seven years* prior to filing the application. 620
2 B.R. at 639. The Bankruptcy Code and Bankruptcy Rules do not include a deadline or “temporal
3 requirement” for when an employment application should be filed, and “every employment
4 application where work must start immediately seeks a form of retroactive approval.” *Hunanyan*,
5 2021 WL 2389273 at *3. The Debtor timely submits this employment application under section
6 327 of the Bankruptcy Code and approval as of the Petition Date is appropriate. Accordingly, the
7 Debtor respectfully requests entry of an order authorizing the Debtor to retain and employ Greenhill
8 as investment banker, effective as of the Petition Date.

9 **XI. NOTICE**

10 The Debtor will provide notice of this motion to: (a) the U.S. Trustee; (b) the holders of
11 the 30 largest unsecured claims against the Debtor; (c) counsel to the Noteholders; and (d) any party
12 that requests service pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the
13 nature of the relief requested, no other or further notice need be given.

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Exhibit A
Proposed Order

1 PAUL HASTINGS LLP
Todd M. Schwartz (Cal. Bar No. 288895)
2 Will Clark Farmer (Cal. Bar No. 329170)
1117 S. California Avenue
3 Palo Alto, California 94304
Telephone: (650) 320-1800
4 Facsimile: (650) 320-1900
E mail toddschwartz@paulhastings.com
5 willfarmer@paulhastings.com

6 Nathan S. Gimpel (*pro hac vice* admission pending)
Matthew Smart (*pro hac vice* admission pending)
7 71 South Wacker Drive, Suite 4500
Chicago, Illinois 60606
8 Telephone: (312) 499-6000
Facsimile: (312) 499-6100
9 E mail: nathangimpel@paulhastings.com
matthewsmart@paulhastings.com

10 *Proposed Attorneys for Debtor and*
11 *Debtor in Possession*

12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

14 In re,
15 SVXR, INC., a Delaware corporation,¹

17 Debtor.

Case No. 21-51050 (SLJ)

Chapter 11

**ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION OF
GREENHILL & CO., LLC AS
INVESTMENT BANKER TO THE
DEBTOR, EFFECTIVE AS OF
PETITION DATE, AND (II) GRANTING
RELATED RELIEF**

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28 ¹ The last four digits of SVXR, Inc.'s federal tax identification number are (1893). The mailing address for SVXR, Inc. is 90 Bonaventura Drive, San Jose, California 95134.

1 Upon the application (the “Application”)² of the above-captioned debtor and debtor in
2 possession (the “Debtor”) for entry of an order (this “Order”): (a) authorizing the Debtor to employ
3 and retain Greenhill & Co., LLC (“Greenhill”) as investment banker, effective as of the Petition
4 Date, on the terms and conditions set forth in the engagement letter attached to the Application as
5 Exhibit B (the “Engagement Letter”), and (b) granting related relief, all as more fully set forth in
6 the Motion; and upon the Grubb Declaration and the First Day Declaration; and the Court having
7 jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring*
8 *Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and
9 rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern
10 District of California (the “Local Rules”); and this Court having found that this is a core proceeding
11 pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with
12 Article III of the United States Constitution; and this Court having found that venue of this
13 proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409;
14 and that Greenhill does not hold an interest adverse to the Debtor or its estate respecting the matters
15 upon which it is to be engaged; and good and sufficient notice of the Application having been given
16 and no other or further notice being required; and it appearing that the employment of Greenhill is
17 in the best interests of the Debtor, its estate, creditors, and all parties in interests; and after due
18 deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

19 1. The Application is GRANTED as set forth herein.

20 2. The Debtor is authorized, pursuant to sections 327 and 328(a) of the Bankruptcy
21 Code and Bankruptcy Rules 2014 and 2016, to employ and retain Greenhill in accordance with the
22 terms and conditions set forth in the Engagement Letter, effective as of the Petition Date, as
23 modified by this Order.

24 3. The terms of the Engagement Letter, including the Indemnification Provisions, are
25 reasonable terms and conditions of employment and are hereby approved, subject to the following:

26 a. subject to the provisions of subparagraphs (b) and (c) below, the Debtor is
27 authorized to indemnify, and to provide contribution and reimbursement to,
28 and shall indemnify, and provide contribution and reimbursement to, the

² Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Motion.

1 Indemnified Parties (as defined in the Engagement Letter) in accordance
2 with the Engagement Letter for any claim arising from, related to, or in
3 connection with the services provided for in the Engagement Letter;
4 *provided, however*, that the indemnification, contribution, or reimbursement
5 therefore are approved by the Court;

6 b. notwithstanding subparagraph (a) above or any provisions of the
7 Engagement Letter to the contrary, the Debtor shall have no obligation to
8 indemnify an Indemnified Party or provide contribution or reimbursement
9 to an Indemnified Party (i) for any claim or expense that is judicially
10 determined (the determination having become final) to have arisen from
11 such Indemnified Party's bad faith, self-dealing, breach of fiduciary duty (if
12 any), gross negligence, or willful misconduct, (ii) for a contractual dispute
13 in which the Debtor alleges the breach of Greenhill's contractual obligations
14 if the Court determines that indemnification, contribution, or reimbursement
15 would not be permissible, or (iii) for any claim or expense that is settled prior
16 to a judicial determination as to the exclusions set forth in clauses (i) and (ii)
17 above, but determined by this Court, after notice and a hearing pursuant to
18 subparagraph (c) *infra*, to be a claim or expense for which such Indemnified
19 Party should not receive indemnity, contribution or reimbursement under the
20 terms of the Engagement Letter, as modified by this Order; and

21 c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan
22 in the Debtor's case (that order having become a final order no longer subject
23 to appeal), and (ii) the entry of an order closing the Debtor's chapter 11 case,
24 Greenhill believes that it is entitled to the payment of any amounts by the
25 Debtor on account of the Debtor's indemnification, contribution and/or
26 reimbursement obligations under the Engagement Letter, as modified by this
27 Order, including without limitation the advancement of defense costs,
28 Greenhill must file an application therefore in this Court, and the Debtor may
not pay any such amounts to Greenhill before the entry of an order by this
Court approving such payment. This subparagraph (c) is intended only to
specify the period during which the Court shall have jurisdiction over any
request for fees and expenses by Greenhill for indemnification, contribution
or reimbursement and is not a provision limiting the duration of the Debtor's
obligation to indemnify Greenhill.

4. Greenhill shall be compensated and reimbursed pursuant to section 328(a) of the
Bankruptcy Code in accordance with the terms of the Engagement Letter and this Order, and
Greenhill's fees and expenses shall not be subject to review under the standard set forth in section
330 of the Bankruptcy Code. The fees and expenses payable to Greenhill shall be treated as
administrative expenses of the Debtor's estate, shall be free and clear of all liens, claims, and
encumbrances, and shall be paid by the Debtor without the necessity of Greenhill filing monthly or
interim fee applications or otherwise complying with the monthly, quarterly, or final compensation
procedures applicable to professionals; *provided, however*, that Greenhill shall file a declaration
(a "Sale Declaration") following the closing of the sale of the Debtor's assets setting forth, among

1 other things, the fees earned and expenses incurred by Greenhill and paid (or to be paid) by the
2 Debtor, which shall be served on the U.S. Trustee and counsel to the Official Committee of
3 Unsecured Creditors, if any, who shall have ten days to review and object to the expenses set forth
4 in the Sale Declaration. If there are no objections, the Debtor is authorized to promptly pay
5 Greenhill its fees and expenses. Any objections not otherwise resolved shall be brought at the next
6 omnibus hearing following the filing of the Sale Declaration.

7 5. Notwithstanding any requirements in the Bankruptcy Rules, Local Rules, or
8 Guidelines, Greenhill shall not be required to maintain records of detailed time entries in connection
9 with professional services rendered under the Engagement Letter.

10 6. None of the fees payable to Greenhill shall constitute a “bonus” or fee enhancement
11 under applicable law.

12 7. To the extent that there may be any inconsistency between the terms of the
13 Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

14 8. Notice of the Application as provided therein shall be deemed good and sufficient
15 notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules
16 are satisfied by such notice.

17 9. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order
18 shall be immediately effective and enforceable upon its entry.

19 10. The Debtor and Greenhill are authorized to take all action necessary to effectuate
20 the relief granted in this Order.

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

23
24 *** END OF ORDER ***

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Exhibit B
Engagement Letter

Greenhill & Co., LLC
1271 Avenue of the Americas
New York, New York 10020

Greenhill

As of June 24, 2021

SVXR, Inc.
90 Bonaventura Drive
San Jose, CA 95134

Attn: Daniel Trepanier
Chief Executive Officer

Dear Mr. Trepanier:

This letter agreement (this “Agreement”) confirms the terms under which SVXR, Inc. (collectively with its direct and indirect subsidiaries and affiliates, the “Company”) has engaged Greenhill & Co., LLC (“Greenhill”), as sole financial advisor and investment banker to the Company in connection with developing, and advising the Company with respect to, various strategic and business alternatives for the Company, which may include, without limitation, a possible Restructuring Transaction and/or M&A Transaction, (each as defined below, and together the “Transactions”), and with respect to such other financial matters as to which the Company and Greenhill may agree in writing during the term of this engagement, as more specifically discussed herein. For purposes hereof, the term “Company” includes any entity formed or invested in to consummate a Restructuring Transaction and/or M&A Transaction and shall also include any successor to or assignee of all or substantially all of the assets and/or business of the Company, whether pursuant to a Plan (as defined below) or otherwise.

If appropriate in connection with performing its services for the Company hereunder, Greenhill may utilize the services of one or more of its affiliates, in which case references herein to Greenhill shall include such affiliates.

1. Scope of Services.

In connection with the engagement hereunder, Greenhill will render the services set forth below, to the extent the Company deems necessary, as appropriate and feasible:

- a. assist in evaluating strategic alternatives of the Company, and develop Transaction frameworks;
- b. provide advice and coordinate with management and counsel to develop a strategy for any Transaction and other transactions, as applicable and mutually agreed by the Company and Greenhill;

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- c. assist the Company and its other professionals in reviewing the terms of any proposed Transaction;
- d. assist or participate in negotiations with the parties in interest, including, without limitation, their respective representatives in connection with a Transaction;
- e. during the Company's Bankruptcy Case (as defined below), and if requested by the Company, participate in hearings either before the United States Bankruptcy Court, in which such cases are pending (the "Bankruptcy Court") and provide relevant testimony with respect to Greenhill's services and the matters described herein, as well as issues arising in connection with any proposed Plan in Greenhill's area of expertise concerning a Transaction; and
- f. provide such other general advisory services and investment banking services as are customary for similar transactions and as may be mutually agreed upon by the Company and Greenhill,

(each a "Service" and together, the "Services").

In rendering the Services to the Company hereunder, Greenhill is not assuming any responsibility for the Company's underlying business decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Transaction. The Company agrees that Greenhill shall not have any obligation or responsibility to provide accounting, audit, or "crisis management", or "business consultant" services for the Company, and shall have no responsibility for designing or implementing any operating, organizational, administrative, cash management or liquidity improvements, or to provide any opinions with respect to solvency in connection with any Transaction. The Company confirms that it will rely on its own counsel, accountants and other similar expert advisors for legal, accounting, tax, regulatory and other similar advice.

As part of our investment banking business, Greenhill has regular ordinary-course conversations concerning our clients' respective businesses, the markets, and potential transactions, as is customary for advisory services. Often, we may represent such clients on matters unrelated to any Transaction. Our clients include lender institutions, creditors, interested parties and potential counterparties to the Company who may have interests that are not aligned with your interests. You agree that any such relationships and transaction(s) do not constitute a conflict of interest or a potential conflict of interest on the part of Greenhill, except where we may separately disclose to you circumstances that may require special consideration.

2. Information.

The Company shall use its best efforts to make available to Greenhill all information concerning the business, assets, operations, financial condition and prospects of the

SVXR, Inc.
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Company that Greenhill requires to render the Services hereunder (“Company Information”), and shall provide Greenhill with access to the Company’s officers, directors, employees, independent accountants, counsel and other advisors and agents as Greenhill deems appropriate. In order to coordinate effectively the Company’s and Greenhill’s activities to effect any Transaction, the Company will promptly inform Greenhill of any discussions, negotiations or inquiries regarding a possible Transaction (including any such discussions, negotiations or inquiries that have occurred prior to the date of this Agreement).

The Company represents that all Company Information furnished by it or on its behalf to Greenhill, at all times during Greenhill’s engagement (i) will be true and correct in all material respects, and (ii) will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made, in each case as of the date on which such Company Information is provided, or as of the date indicated in such Company Information, as applicable. If at any time during the term of this engagement, the Company becomes aware that the Company Information is or becomes inaccurate, incomplete or misleading in any material respect the Company shall promptly notify Greenhill.

Greenhill agrees that it will use the Company Information for the sole purpose of the engagement contemplated by this Agreement. The Company recognizes and acknowledges that in advising the Company and completing its engagement hereunder, Greenhill will also be using and relying on publicly available information and on data, material and, with the Company’s permission, other information furnished to Greenhill by the Company’s other advisors.

It is understood that in performing under this engagement, Greenhill shall be entitled to rely upon and assume, without assuming any responsibility for independent verification, the accuracy and completeness of all information that is publicly available and of all information that has been furnished to it by the Company or otherwise reviewed by Greenhill, and Greenhill shall not assume any responsibility or have any liability therefor; *provided, however*, that Greenhill acknowledges that projections and forecasts are subject to significant uncertainties and contingencies, many of which may be beyond the Company’s control, and no assurance can be given that any particular projections or forecasts will be realized and that actual results during the period or periods covered by the projections or forecasts may differ from projected results, and such differences may be material.

3. Definitions.

As used herein, the term “Restructuring Transaction” shall mean any one or more of the following, whether or not pursuant to a plan of reorganization of the Company (a “Plan”) confirmed in connection with any case or cases commenced by or against the Company, any of its affiliates or subsidiaries, whether individually or on a consolidated basis, whether or not pursuant to chapter 11 of the United States Bankruptcy Code (a “Bankruptcy Case”),

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and whether proposed by the Company or any other party: (a) any restructuring, reorganization, recapitalization, equitization, exchange offer, tender offer, amend-and-extend, cramdown, financing, refinancing, repayment (except for scheduled amortization), or (b) any M&A Transaction that involves a restructuring or insolvency proceeding, or similar transaction, whether or not pursuant to a Plan.

As used herein, the term “M&A Transaction” shall mean any one or more of the following, whether proposed by the Company or any other party: (i) any merger, consolidation, disposition, business combination, exchange of equity interests or other equity securities, or other transaction pursuant to which the Company (or all or portion of the assets or operations thereof) is acquired by, or combined with, any person, group of persons, partnership, corporation or other entity (an “Acquirer”) or (ii) any acquisition, directly or indirectly, by one or more Acquirers (or by one or more persons acting together with an Acquirer pursuant to a written agreement or otherwise), through a credit bid or otherwise, whether in a single transaction, multiple transactions or a series of transactions, of (x) all or a portion of the assets (including through the assignment of any executory contracts) or operations of the Company (y) any outstanding or newly-issued shares of the Company’s capital stock or any securities convertible into, or options, warrants or other rights to acquire such capital stock or other equity securities of the Company for the purpose of effecting a recapitalization or change of control of the Company;

As used herein, the term “Transaction” shall mean any of a Restructuring Transaction and / or M&A Transaction.

4. Compensation.

As compensation for Greenhill’s services rendered hereunder, the Company (including any successor to or assignee of all or substantially all of the assets and/or business of the Company) shall pay Greenhill the following fees, in cash, in U.S. Dollars, via direct wire transfer:

- a. Restructuring Transaction Fee. If, at any time during the Fee Period (as defined below), the Company consummates a Restructuring Transaction, Greenhill shall be entitled to receive a fee as outlined below and mutually agreed by the Company and Greenhill (the “Restructuring Transaction Fee”). Such Restructuring Transaction Fee shall be payable upon the earlier of (a) the consummation of a Restructuring Transaction and (b) the confirmation, sanction, or approval, as applicable, and effectiveness of a Plan, however, notwithstanding the date upon which a Restructuring Transaction Fee becomes payable, such Restructuring Transaction Fee will be earned upon the earlier of (x) the consummation of a Restructuring Transaction and (y) the confirmation, sanction or approval of a Plan:
 - (i) A Restructuring Transaction Fee of \$500,000 if the Company receives Deal Proceeds (as defined below) equal to or less than \$11,700,000;

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- (ii) A Restructuring Transaction Fee of \$1,000,000 if the Company receives Deal Proceeds equal to or greater than \$13,700,000;
- (iii) A Restructuring Transaction Fee that is linearly interpolated between 11,700,001 and 13,699,999.

For the purposes hereof, “Deal Proceeds” shall mean and consist of the total value of (i) all cash proceeds and all non-cash consideration to be paid by or received from a prospective acquiror of the Company either directly or indirectly, and excluding any break-fee or expense reimbursement owed to the stalking horse bidder, (ii) the balance of cash or cash equivalent assets of the Company in all Company bank or similar accounts at the close of business on the date the debtor-in-possession (DIP) financing is repaid, less any amounts owed to secured creditors, and (iii) any working capital adjustment.

As used in this Agreement, “Fee Period” shall mean the period including (i) the term of this Agreement and Greenhill’s engagement hereunder, and (ii) the period beginning upon the termination of this Agreement and Greenhill’s engagement hereunder and extending 18 (eighteen) months thereafter.

5. Recognition of Fee Structure.

The Company and Greenhill acknowledge and agree that the hours worked, the results achieved, and the ultimate benefit to the Company of the work performed, in each case, in connection with this engagement, may be variable, and that the Company and Greenhill have taken this into account in setting the fees hereunder.

No fee payable to any other person, by the Company or any other party, shall affect any fee payable to Greenhill hereunder.

6. Out-of-Pocket Expenses.

Without in any way reducing or affecting the provisions of Schedule A hereto, the Company shall promptly reimburse, during the term of the engagement hereunder, Greenhill on a monthly basis for its documented out-of-pocket expenses incurred in connection with the performance of its engagement hereunder, including, without limitation, the fees, disbursements and other documented charges of Greenhill’s counsel (without the requirement that the retention of such counsel be approved by the Bankruptcy Court). Expenses shall also include, but not be limited to, documented out-of-pocket expenses incurred in connection with travel and lodging, data processing and communication charges, research and courier services. If Greenhill’s engagement hereunder is approved by the Bankruptcy Court, consistent with and subject to any applicable order of the Bankruptcy Court, the Company shall promptly reimburse Greenhill for such expenses under this Section 327 upon presentation of an invoice or other similar documentation with reasonable detail.

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Greenhill agrees to provide the Company with reasonable documentary support for its expenses at the Company's request or at the Bankruptcy Court's direction.

7. Indemnification.

The Company hereby indemnifies Greenhill and certain related persons in accordance with the indemnification provisions ("Indemnification Provisions") attached to this Agreement as Schedule A. Such Indemnification Provisions are an integral part of this Agreement, and the terms thereof are incorporated by reference herein. Such Indemnification Provisions shall survive any termination or completion of Greenhill's engagement hereunder.

8. Termination.

This Agreement and Greenhill's engagement hereunder may be terminated by either the Company or Greenhill at any time, upon providing 30 days' advance written notice thereof to the other party, *provided, however*, that (a) termination of Greenhill's engagement hereunder shall not affect the Company's continuing obligation to indemnify Greenhill and certain related persons as provided for in Schedule A to this Agreement, and its continuing obligations and agreements under paragraphs [[8, 9, 10, 11, 12 and 13]] hereof, (b) notwithstanding any such termination, Greenhill, shall be entitled to receive from the Company the fees in the amounts and at the times provided for in paragraph 2 hereof, and (c) any termination of Greenhill's engagement hereunder shall not affect the Company's obligation to reimburse expenses provided in paragraph [[7]] hereof in the amounts and at the times provided therein. Without limiting any of the foregoing, any Restructuring Transaction Fee and / or M&A Fee shall be payable in the event that (a) any Restructuring Transaction and / or M&A Transaction is consummated at any time prior to the expiration of the Fee Period, or (b) a letter of intent or definitive agreement with respect thereto is executed at any time prior to the expiration of the Fee Period (which letter of intent or definitive agreement subsequently results in the consummation of the related Transaction), in each case subject to the terms herein.

9. Independent Contractor.

Greenhill has been retained under this Agreement as an independent contractor with no fiduciary duties owing to or agency relationship with the Company or to any other party.

10. Confidentiality.

The advice (oral or written) rendered by Greenhill pursuant to this Agreement is intended solely for the benefit and use of the Company in considering the matters to which this Agreement relates, and the Company agrees that such advice may not be relied upon by any other person or entity, used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner for any purpose, nor

SVXR, Inc.
As of June 24, 2021
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shall any public references to Greenhill be made by the Company, without the prior written consent of Greenhill, except in each case as may be required by law, rule, or regulation or legal, judicial, administrative or regulatory process or proceeding, including in connection with any application for retention of Greenhill in a Bankruptcy Case.

11. Public Announcement.

The Company agrees that Greenhill shall have the right, at its own expense, without the Company's consent, upon the earlier of (i) public announcement of Greenhill's retention and (ii) closing of a Transaction, to place announcements and advertisements or otherwise publicize a Transaction in such financial and other newspapers and journals as it may choose, stating that Greenhill acted as financial advisor to the Company in connection with such Transaction. The Company further agrees that Greenhill may utilize the Company's logo and other marks in any such public announcement and/or general marketing and promotional materials.

12. Choice of Law; Jurisdiction.

This Agreement shall be deemed to be made in New York. This Agreement and all controversies arising from or relating to performance of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to such state's rules concerning conflicts of laws that might provide for any other choice of law. The Company hereby irrevocably consents to personal jurisdiction in the Supreme Court of the State of New York in New York County, Commercial Part, or any Federal court sitting in the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions contemplated hereby, which is brought by or against the Company, hereby waives any objection to venue with respect thereto, and hereby agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court, and that such courts shall have exclusive jurisdiction over any claims arising out of or relating to such agreements or transactions; *provided* that in the event that the Company becomes a debtor under either chapter 11 of the Bankruptcy Code in United States Bankruptcy Court for the Northern District of California, or similar proceedings in other jurisdictions, during any such case, any such claims shall be heard and determined by any Bankruptcy Court having jurisdiction over the chapter 11 case or cases, or similar proceedings in other jurisdictions.

The Company hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at the Company's address set forth above, such service to become effective ten (10) days after such mailing.

SVXR, Inc.
As of June 24, 2021
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ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT OR CONDUCT IN CONNECTION WITH GREENHILL'S ENGAGEMENT IS HEREBY WAIVED BY BOTH PARTIES.

13. Successors and Assigns.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns (including, in the case of the Company, any successor to all or a substantial portion of the assets and/or the businesses or operations of the Company under a Plan or a sale under §363 of the Bankruptcy Code). This Agreement is not intended to confer any rights upon any shareholder, creditor, owner or partner of the Company, or any other person or entity not a party hereto other than the Indemnified Persons referenced in the Indemnification Provisions contained herein.

14. Chapter 11.

The Company shall use its commercially reasonable efforts to promptly apply to the Bankruptcy Court for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of this Agreement and Greenhill's retention by the Company under the terms of this Agreement, subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company shall supply Greenhill with a draft of such application and any proposed order authorizing Greenhill's retention to enable Greenhill and its counsel to review and comment thereon. Greenhill shall have no obligation to provide any services under this Agreement if Greenhill's retention under the material terms of this Agreement is not approved under section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is reasonably acceptable to Greenhill in all respects. Greenhill acknowledges that in the event that the Bankruptcy Court approves its retention by the Company, Greenhill's fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders. In the event Greenhill's engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of Greenhill hereunder as promptly as practicable in accordance with the terms hereof and the order approving the retention of Greenhill. Subject to being so retained, Greenhill agrees that during the pendency of any Bankruptcy Case, it shall continue to perform its obligations under this Agreement and shall file interim and final applications for allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to the applicable Federal Rules of Bankruptcy Procedure, and the local rules and orders of the Bankruptcy Court. Prior to commencing a chapter 11 case, the Company shall pay all undisputed amounts theretofore due and payable to Greenhill in cash.

SVXR, Inc.
As of June 24, 2021
Page 9

The Company shall use best efforts to ensure that any cash collateral order, debtor-in-possession financing order and/or similar order entered in the Bankruptcy Case provides for the full and prompt payment of Greenhill's fees and expenses contemplated hereby from any cash collateral and financing proceeds. Greenhill's fees, documented out-of-pocket expenses and indemnification under this Agreement shall be entitled to payment priority as expenses of administration or as professional compensation to the fullest extent permitted by the Bankruptcy Code.

In agreeing to seek Greenhill's retention under Section 328(a) of the Bankruptcy Code, the Company acknowledges that it believes that Greenhill's general restructuring experience and expertise, its knowledge of the industry in which the Company operates and the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company, that the value to the Company of Greenhill's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the Restructuring Transaction Fee and the M&A Fee are reasonable, regardless of the number of hours expended by Greenhill's professionals in performance of the services provided hereunder.

15. Entire Agreement.

Except as provided herein, this Agreement, including Schedule A hereto, embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

16. Authority.

Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and the transactions contemplated hereby. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate or other action on the part of the Company and has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, portable document format (PDF) or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

18. Additional Services.

SVXR, Inc.
As of June 24, 2021
Page 10


If at any time during the term of this Agreement the Company requests additional services not covered in this Agreement, the parties may agree on an additional engagement, the terms of which will be set forth in an amendment to this Agreement or a separate letter agreement containing terms and conditions to be mutually agreed upon, including, without limitation, appropriate indemnification provisions. In any such additional engagement, Greenhill shall be paid fees to be mutually agreed upon in good faith by the Company and Greenhill at the appropriate time, which fees shall be customary for similarly situated investment banking firms in similar circumstances.

SVXR, Inc.
As of June 24, 2021
Page 11

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding agreement between the parties hereto.

Very truly yours,

GREENHILL & CO., LLC

By: 
B9DB1CA0FD984B0...
Christopher T. Grubb

Managing Director
Head of M&A and Restructuring for the Western
Region

Accepted and Agreed to:

SVXR, Inc.

By: 
2D759D4AAF4C42D...
Name: Daniel Trepanier
Title: Chief Executive Officer

SVXR, Inc.
As of June 24, 2021
Schedule

SCHEDULE A

INDEMNIFICATION

The Company shall indemnify and hold harmless Greenhill, its affiliates and their respective officers, directors, members, partners, employees, agents, representatives and each other entity or person, if any, controlling Greenhill or any of its affiliates (collectively, the “Indemnified Parties”) from and against any losses, claims, damages, demands and liabilities (collectively, “Liabilities”) (or actions or proceedings in respect thereof), to which any of the Indemnified Parties may become subject related to or arising in any manner out of any activities performed or services furnished pursuant to the attached letter agreement, any matter contemplated thereby or an Indemnified Party’s role in connection therewith, including prior to the date hereof (the “Indemnified Activities”), except to the extent a court of competent jurisdiction shall have determined by final nonappealable judgment that such Liabilities resulted directly from the gross negligence or willful misconduct of Greenhill in performing the services that are the subject of the attached letter agreement. In addition, the Company shall promptly reimburse the Indemnified Parties for all costs and expenses (including, without limitation, fees, costs and expenses of legal counsel), as incurred, in connection with (i) the investigation of, preparation for, responding to, serving as a witness in respect of, or defending, pursuing, settling or otherwise becoming involved in, any pending or threatened investigative, administrative, judicial, or regulatory or other claim, action or proceeding or any arbitration or investigation in any jurisdiction related to or arising in any manner out of any Indemnified Activities, whether or not in connection with pending or threatened litigation to which Greenhill (or any other Indemnified Party) or the Company or any of its securityholders is, or is threatened to be, a party (collectively, “Proceedings”) and (ii) enforcing any Indemnified Party’s right under the attached letter agreement (including this Schedule A).

Greenhill shall notify the Company after it becomes aware that a Proceeding has been commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against an Indemnified Party in respect of which indemnity may be sought hereunder. In any event, failure to notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall not otherwise have been aware of such Proceeding and the Company shall have been materially prejudiced with respect to the Proceeding by such failure. The Company shall not be liable for any settlement of any Proceeding effected by an Indemnified Party without the Company’s written consent, which consent shall not be unreasonably withheld, but if settled in accordance herewith or if there is a judgment against an Indemnified Party, the Company agrees to indemnify the Indemnified Party from and against any Liability by reason of such settlement or judgment. Neither the Company nor any member of the Company’s board of directors shall (a) settle, compromise, consent to the entry of a judgment in or otherwise seek to terminate any pending or threatened Proceeding in respect of which indemnity may be sought hereunder, whether or not any Indemnified Party is an actual or potential party to such Proceeding, or (b) participate in or facilitate any such settlement, compromise, consent or termination, including on behalf of the Company’s board of directors (or a committee thereof), in each case without Greenhill’s prior written consent, unless such

SVXR, Inc.
As of June 24, 2021
Schedule

settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from all actual or potential Liabilities relating to the Indemnified Activities (such release to be set forth in an instrument signed by all parties to such settlement, compromise, consent or termination) and does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

The Company agrees that if any indemnification or reimbursement sought pursuant to this Schedule A were for any reason not to be available to any Indemnified Party or insufficient to hold it harmless as and to the extent contemplated by this Schedule A, then the Company shall contribute to the amount paid or payable by such Indemnified Party in respect of Liabilities and expenses in such proportion as is appropriate to reflect the relative benefits to the Company and its affiliates, their respective securityholders and creditors on the one hand, and such Indemnified Party on the other, in connection with the transactions contemplated by the attached letter agreement (whether or not consummated) or, if such allocation is not permitted by applicable law as determined by a court of competent jurisdiction by final nonappealable judgment, in such proportion as is appropriate to reflect not only the relative benefits but also the relative fault of the Company (and its affiliates, and their respective directors, employees, agents and other advisors) on the one hand and such Indemnified Party on the other hand, as well as any other equitable considerations. It is hereby agreed that the relative benefits to the Company and its affiliates and their respective securityholders and creditors and to the Indemnified Party with respect to transactions contemplated by the attached letter agreement shall be deemed to be in the same proportion as (i) the total value paid or received or contemplated to be paid or received by the Company and its affiliates and their respective securityholders and creditors pursuant to transactions contemplated by the attached letter agreement (whether or not consummated) bears to (ii) the fees paid to Greenhill under the attached letter agreement (excluding amounts received by Greenhill as reimbursement of expenses and amounts paid under this Schedule A). The relative fault of the Company and the Indemnified Party shall be determined by reference to, among other things, whether the statements, actions or omissions to act or any other alleged conduct were by the Company (or its affiliates or their respective directors, employees, agents or other advisors) or the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action or omission to act. In no event shall the Indemnified Parties be required to contribute or otherwise be liable for an amount in excess of the aggregate amount of fees actually received by Greenhill pursuant to the attached letter agreement (excluding amounts received by Greenhill as reimbursement of expenses and amounts paid under this Schedule A).

The Company further agrees that no Indemnified Party shall have any Liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting claims on behalf of or in right of the Company for or in connection with Greenhill's engagement hereunder or the transactions contemplated by the attached letter agreement except to the extent a court of competent jurisdiction shall have determined by final nonappealable judgment that any Liability resulted directly from the gross negligence or willful misconduct of Greenhill in performing the services that are the subject of the attached letter agreement. The indemnity, reimbursement and contribution obligations of the Company shall be in addition to any liability which the Company may otherwise have

SVXR, Inc.
As of June 24, 2021
Schedule

to an Indemnified Party, shall not be limited by any rights that an Indemnified Party may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company or an Indemnified Party.

The indemnity, reimbursement and contribution provisions set forth herein shall remain operative and in full force and effect regardless of (i) any withdrawal, termination or consummation of or failure to initiate or consummate any transaction contemplated by the attached letter agreement, (ii) any investigation made by or on behalf of any party hereto or any person controlling (within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended) any party hereto, (iii) any amendment or other modification or termination of the attached letter agreement or the completion of Greenhill's engagement and (iv) whether or not Greenhill shall, or shall not be called upon to, render any formal or informal advice in the course of such engagement.

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Exhibit C
Grubb Declaration

1 PAUL HASTINGS LLP
Todd M. Schwartz (Cal. Bar No. 288895)
2 Will Clark Farmer (Cal. Bar No. 329170)
1117 S. California Avenue
3 Palo Alto, California 94304
Telephone: (650) 320-1800
4 Facsimile: (650) 320-1900
E mail toddschwartz@paulhastings.com
5 willfarmer@paulhastings.com

6 Nathan S. Gimpel (admitted *pro hac vice*)
Matthew Smart (admitted *pro hac vice*)
7 71 South Wacker Drive, Suite 4500
Chicago, Illinois 60606
8 Telephone: (312) 499-6000
Facsimile: (312) 499-6100
9 E mail nathangimpel@paulhastings.com
matthewsmart@paulhastings.com

10 *Proposed Attorneys for Debtor and*
11 *Debtor in Possession*

12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

14 In re,
15 SVXR, INC., a Delaware corporation,¹
16 Debtor.

Case No. 21-51050 (SLJ)

Chapter 11

DECLARATION OF CHRISTOPHER T. GRUBB IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE EMPLOYMENT AND RETENTION OF GREENHILL & CO., LLC AS INVESTMENT BANKER TO THE DEBTOR, EFFECTIVE AS OF PETITION DATE, AND (II) GRANTING RELATED RELIEF

27
28 ¹ The last four digits of SVXR, Inc.'s federal tax identification number are (1893). The mailing address for SVXR, Inc. is 90 Bonaventura Drive, San Jose, California 95134.

1 I, Christopher T. Grubb, pursuant to section 1746 of title 28 of the United States Code,
2 hereby declare that the following is true to the best of my knowledge, information, and belief:

3 I am a Managing Director and the Head of M&A and Restructuring for the Western Region
4 of Greenhill & Co., LLC (“Greenhill”) and the lead investment banking advisor to the above-
5 captioned debtor and debtor in possession (the “Debtor”).

6 I am duly authorized to make this declaration (“Declaration”) in support of the Debtor’s
7 Application for Entry of an Order (I) Authorizing the Employment and Retention of Greenhill &
8 Co., LLC as Investment Banker to the Debtor, Effective as of the Petition Date, and (II) Granting
9 Related Relief (the “Application”),² seeking authorization to retain Greenhill as the Debtor’s
10 investment banker on the terms, and subject to the conditions, set forth therein and in the
11 Engagement Letter.

12 Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth
13 herein and, if called as a witness, I would testify thereto.³

14 **I. Greenhill’s Qualifications**

15 Greenhill, a leading independent investment bank, has provided financial advice and
16 investment banking services to numerous major corporate entities and investors across the United
17 States and internationally. Greenhill is qualified and has significant experience as both a financial
18 advisor and investment banker. Moreover, the firm has substantial expertise and experience
19 advising financially distressed business entities in connection with financial and strategic advice
20 on significant domestic and cross-border mergers and acquisitions, restructurings, financings,
21 capital raisings, and other strategic transactions to a diverse client base, including corporates,
22 partnerships, institutions, and governments globally.

23 Greenhill and its senior finance and restructuring professionals have extensive expertise
24 providing investment banking services to financially distressed companies, creditors, committees,
25 equity holders, asset purchasers, and other constituencies in reorganization proceedings and
26 complex financial restructurings, both in and out of court. Greenhill and its restructuring and

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28 ² Capitalized terms used but not otherwise defined in this Declaration have the meanings used in the Application.
³ Certain of the disclosures set forth herein relate to matters not within my personal knowledge, but are rather within
the knowledge of other Greenhill employees and are based on information provided to me by them.

1 finance professionals have extensive experience in advising debtors and other constituencies in
2 chapter 11 cases and have served as investment banker to numerous debtors and creditors.

3 I and the Greenhill team working with me on this matter are already familiar with the Debtor
4 and its assets, as Greenhill has been engaged by the Debtor since September 2020. As a result,
5 Greenhill has developed significant relevant experience and expertise regarding the Debtor's
6 business, capital structure, and creditors that: (a) make Greenhill a natural selection to continue as
7 the Debtor's investment banker and (b) will assist Greenhill in providing effective and efficient
8 services to the Debtor throughout this chapter 11 case. Thus, I believe that Greenhill is particularly
9 suited to continue to provide the investment banking services to the Debtor that are contemplated
10 by the Engagement Letter and described herein.

11 **II. SERVICES TO BE RENDERED**

12 Greenhill has agreed to continue to provide services to the Debtor in this chapter 11 case in
13 accordance with the terms and conditions set forth in the Engagement Letter. The terms of the
14 Engagement Letter reflect the mutual agreement between the Debtor and Greenhill as to the
15 substantial efforts that may be required of Greenhill throughout the course of these proceedings.
16 The Engagement Letter provides, in consideration for the compensation contemplated thereby, that
17 Greenhill will, to the extent reasonably requested by the Debtor, render the following investment
18 banking services (collectively, the "Services"):⁴

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27 ⁴ In the event of any inconsistency between the description of the Services as set forth herein and the Engagement
28 Letter, the Engagement Letter shall control. Also, capitalized terms not otherwise defined in this description of
the Services shall have the meanings ascribed to such terms in the Engagement Letter.

- 1 (a) assist in evaluating strategic alternatives of the Debtor, and develop
2 Transaction frameworks;
- 3 (b) provide advice and coordinate with management and counsel to develop a
4 strategy for any Transaction and other transactions, as applicable and
5 mutually agreed by the Debtor and Greenhill;
- 6 (c) assist the Debtor and its other professionals in reviewing the terms of any
7 proposed Transaction;
- 8 (d) assist or participate in negotiations with the parties in interest, including,
9 without limitation, their respective representatives in connection with a
10 Transaction;
- 11 (e) during the Debtor's chapter 11 case, and if requested by the Debtor,
12 participate in hearings before this Court and provide relevant testimony with
13 respect to Greenhill's services and the matters described herein, as well as
14 issues arising in connection with the proposed plan or reorganization in
15 Greenhill's area of expertise concerning a Transaction; and
- 16 (f) provide such other general advisory services and investment banking
17 services as are customary for similar transactions and as may be mutually
18 agreed upon by the Debtor and Greenhill.

19 The aforementioned Services are necessary to enable the Debtor to maximize the value of
20 its estate. Greenhill has indicated a willingness to act on behalf of the Debtor, on the terms
21 described herein and in the Engagement Letter, and to subject itself to the jurisdiction of the Court.
22 Additionally, the Greenhill will endeavor to coordinate with the other retained professionals in this
23 chapter 11 case to eliminate unnecessary duplication or overlap of work.

24 To the extent that the Debtor requests that Greenhill perform additional services not
25 contemplated by the Engagement Letter, such services and the fees for such services will be
26 mutually agreed upon by Greenhill and the Debtor, in writing, and be subject to Court approval.

27 **III. PROFESSIONAL COMPENSATION**

28 Subject to Court approval, and in accordance with the Bankruptcy Code, the Bankruptcy
Rules and the Bankruptcy Local Rules, the *United States Bankruptcy Court Northern District of
California Guidelines for Compensation and Expense Reimbursement of Professionals and
Trustees*, effective February 19, 2014 (the "Local Guidelines"), the *U.S. Trustee Guidelines for
Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C.
§ 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "U.S. Trustee
Guidelines," and together with the Local Guidelines, the "Fee Guidelines"), and any further Orders

1 of the Court in this chapter 11 case regarding professional compensation and reimbursement of
2 expenses, the Debtor will compensate Greenhill in accordance with the terms and provisions of the
3 Engagement Letter, which provides a compensation structure (the “Fee and Expense Structure”) in
4 relevant part as follows:⁵

- 5 (a) Restructuring Transaction Fee. If, at any time during the Fee Period, the
6 Debtor consummates a Restructuring Transaction, Greenhill shall be entitled
7 to receive a fee as outlined below and mutually agreed by the Debtor and
8 Greenhill (the “Restructuring Transaction Fee”). Such Restructuring
9 Transaction Fee shall be payable upon the earlier of (a) the consummation
10 of a Restructuring Transaction and (b) the confirmation, sanction, or
11 approval, as applicable, and effectiveness of a Plan, however,
12 notwithstanding the date upon which a Restructuring Transaction Fee
13 becomes payable, such Restructuring Transaction Fee will be earned upon
14 the earlier of (x) the consummation of a Restructuring Transaction and
15 (y) the confirmation, sanction or approval of a Plan:
- 16 i. A Restructuring Transaction Fee of \$500,000 if the Debtor receives
17 Deal Proceeds equal to or less than \$11,700,000;
 - 18 ii. A Restructuring Transaction Fee of \$1,000,000 if the Debtor receives
19 Deal Proceeds equal to or greater than \$13,700,000; and
 - 20 iii. A Restructuring Transaction Fee that is linearly interpolated between
21 \$11,700,001 and \$13,699,999.
- 22 (b) For the purposes of the Engagement Letter, “Deal Proceeds” shall mean and
23 consist of the total value of (i) all cash proceeds and all non-cash
24 consideration to be paid by or received from a prospective acquiror of the
25 Debtor either directly or indirectly, and excluding any break-fee or expense
26 reimbursement owed to the stalking horse bidder, (ii) the balance of cash or
27 cash equivalent assets of the Debtor in all Debtor bank or similar accounts
28 at the close of business on the date the debtor-in-possession (DIP) financing
is repaid, less any amounts owed to secured creditors, and (iii) any working
capital adjustment.

21 In addition to any fees that may be paid to Greenhill under the Engagement Letter, the
22 Engagement Letter provides that the Debtor shall reimburse Greenhill for all reasonable and
23 documented out-of-pocket expenses incurred in connection with or arising out of its engagement
24 by the Debtor, including all fees, disbursements, and other charges of any legal counsel retained by
25 Greenhill such as travel, lodging, duplicating, messenger and telephone charges and fees and
26 expenses of counsel.

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28 ⁵ In the event of any inconsistency between the description of the Fee and Expense Structure as set forth herein
and the Engagement Letter, the Engagement Letter shall control.

1 The Fee and Expense Structure described above was negotiated at arms' length, and
2 constitutes fair and reasonable terms and conditions for the retention by the Debtor of Greenhill as
3 their investment banker in accordance with sections 327(a) and 328(a) of the Bankruptcy Code. The
4 Fee and Expense Structure was agreed upon by the parties in anticipation that a substantial
5 commitment of professional time and effort would be required of Greenhill and its professionals,
6 that such commitment may foreclose other opportunities for Greenhill, and that the actual time and
7 commitment required of Greenhill and its professionals to perform the services hereunder may vary
8 substantially from week to week or month to month. The Fee and Expense Structure is comparable
9 to compensation generally charged by other firms of similar stature to Greenhill for comparable
10 engagements, both in and out of bankruptcy. Additionally, the Fee and Expense Structure was
11 established to reflect the difficulty of the extensive assignments Greenhill expects to undertake, as
12 well as the potential for failure.

13 Greenhill has obtained valuable institutional knowledge of the Debtor's business, financial
14 affairs, and creditors as a result of its providing services to the Debtor before the Petition Date.
15 Therefore, Greenhill is not only well qualified, but also uniquely able to perform these services and
16 assist the Debtors in this chapter 11 case. Moreover, the Greenhill's services will assist the Debtor
17 in achieving a successful outcome in this chapter 11 case.

18 **IV. WAIVER OF RECORDKEEPING REQUIREMENTS**

19 It is not the general practice of investment banking and financial services firms, such as
20 Greenhill, to keep detailed time records similar to those customarily kept by attorneys, nor do such
21 investment banking and financial services firms keep time records on a "project category" basis.
22 Greenhill does not maintain contemporaneous time records in the ordinary course of its business
23 (in one-tenth hour increments or otherwise). Like other investment banking firms, Greenhill's
24 internal structure is not set up to accommodate time keeping and it would be unduly difficult and
25 expensive to put in place a structure that could keep the records of the numerous individuals who
26 have worked, and will continue to work, on this chapter 11 case. Notwithstanding the foregoing,
27 Greenhill will file a declaration following the closing of the sale, setting forth, among other things,
28 the fees earned and expenses incurred by Greenhill and paid (or to be paid) by the Debtor.

1 **V. INDEMNIFICATION**

2 As part of the overall compensation payable to Greenhill under the terms of the Engagement
3 Letter, the Debtor has agreed to certain indemnification, contribution and reimbursement
4 obligations as described therein (the “Indemnification Provisions”). Generally, these provisions
5 provide that the Debtor will, among other things, indemnify, hold harmless, and provide contribution
6 and reimbursement to Greenhill and its affiliates, and the respective directors, officers, members,
7 employees, agents, or controlling persons of each of the foregoing under certain circumstances,
8 except in the case of gross negligence or willful misconduct. All requests of Greenhill for the
9 payment of indemnity pursuant to the Indemnification Provisions will be made by means of an
10 application to, and shall be subject to review by, the Court to ensure that payment of such indemnity
11 conforms to the terms of the Engagement Letter.

12 Greenhill believes that these Indemnification Provisions, as modified by the Order, are
13 customary and reasonable for financial advisory and investment banking engagements, both in- and
14 out-of-court, and reflect the qualifications and limitations on indemnification provisions. The
15 Indemnification Provisions were negotiated by the Debtors and Greenhill at arm’s length and in
16 good faith.

17 **VI. DISINTERESTEDNESS**

18 To the best of my knowledge, information and belief, as of the date hereof, Greenhill: (a) is
19 a “disinterested person,” as such term is defined in section 101(14) of the Bankruptcy Code and as
20 is required under section 327(a) of the Bankruptcy Code and, as set forth in this Declaration; (b) does
21 not hold or represent an interest materially adverse to the Debtor’s estates; and (c) has no connection
22 to the Debtor, its creditors, shareholders, or other parties in interest, except as disclosed in this
23 Declaration and in Schedule 2 attached hereto.

24 Greenhill obtained from the Debtor or its representatives the names of individuals and
25 entities that may be parties in interest in the chapter 11 cases (the “Potential Parties in Interest”),
26 listed on Schedule 1 attached hereto.

27 Greenhill has conducted a search of its electronic client data bases for relationships during
28 the last three years to determine its connections with the Potential Parties in Interest. Greenhill

1 researched its global electronic client data base, including its affiliates, to determine if Greenhill
2 has connections with any Potential Parties in Interest. To the best of my knowledge and belief,
3 Greenhill has not represented any Potential Parties in Interest in the last three years in connection
4 with matters relating to the Debtor, its estate, assets, or business and will not represent other entities
5 which are creditors of, or have other relationships to, Greenhill in matters relating to the chapter 11
6 case, except as set forth herein and in Schedule 2 hereto.

7 To the best of my knowledge and belief, no individual assignment for any of Greenhill's
8 clients described in Schedule 2 attached hereto accounted for more than 2% of Greenhill's
9 gross annual income for each of the last two years.

10 To the best of my knowledge and belief, based on the search of Greenhill's electronic
11 databases for relationships during the last three years as described above, neither Greenhill nor I,
12 nor any other employee of Greenhill that will provide services to the Debtor in connection with this
13 engagement, has any connection with or holds any interest adverse to the Debtor, its estate, or the
14 Potential Parties in Interest, except (a) as set forth in Schedule 2 and (b) as otherwise set forth
15 below:

- 16 (a) Greenhill is a large investment banking firm and has likely provided services
17 unrelated to the Debtor for companies and individuals that have conducted
18 business in the past or currently conduct business with the Debtor, and who
19 may be creditors of the Debtor. To the best of my knowledge, information,
20 and belief, Greenhill's services to these parties were and are wholly
21 unrelated to the Debtor, its estates, or the chapter 11 case.
- 22 (b) As part of its practice, Greenhill appears in numerous cases, proceedings,
23 and transactions involving many different professionals, some of which may
24 represent claimants and parties in interest in this chapter 11 case.
25 Furthermore, Greenhill has in the past and will likely in the future be
26 working with or against other professionals involved in this chapter 11 case
27 in matters unrelated to this chapter 11 case. Based on my current knowledge
28 of the professionals involved, and to the best of my knowledge and
information, none of these business relationships represents an interest
materially adverse to the Debtor in matters upon which Greenhill is to be
engaged.

25 To the best of my knowledge, information and belief, insofar as I have been able to ascertain
26 after reasonable inquiry, Greenhill has not been retained to assist any entity or person other than
27 the Debtor on matters relating to, or in direct connection with, this chapter 11 case. Greenhill will,
28 however, continue to provide professional services to entities or persons that may be creditors or

1 equity security holders of the Debtors or interested parties in the Chapter 11 Cases; provided that
2 such services do not relate to, or have any direct connection with, the Chapter 11 Cases or the
3 Debtors.

4 I am not related or connected to, and, to the best of my knowledge, no other professional of
5 Greenhill who will work on this engagement is related or connected to, any United States
6 Bankruptcy Judge for the Northern District of California or any employee in the Office of the
7 United States Trustee for the Northern District of California.

8 Moreover, insofar as I have been able to determine, no Greenhill employee who will work
9 on this engagement holds or represents any interest adverse to the Debtor or its estates, and
10 Greenhill is a “disinterested person” as such term is defined in Bankruptcy Code section 101(14),
11 as modified by section 1107(b), in that such professionals:

- 12 (a) are not creditors, equity security holders, or insiders of the Debtor;
- 13 (b) were not, within two years before the date of filing of the Debtor’s
chapter 11 petition, a director, officer, or employee of the Debtor; and
- 14 (c) do not have an interest materially adverse to the interests of the Debtor’s
15 estate or any class of creditors or equity security holders, by reason of any
direct or indirect relationship to, connection with, or interest in, the Debtor,
16 or for any other reason.

17 To the extent that Greenhill discovers any additional facts bearing in a material respect on
18 its disinterestedness during the period of Greenhill’s retention in connection with this chapter 11
19 case, Greenhill will supplement this Declaration, as required by Bankruptcy Rule 2014(a).

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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, information, and belief.

Dated: September 10, 2021

/s/ Christopher T. Grubb
Christopher T. Grubb
Managing Director and Head of the Western Region
Greenhill & Co., LLC

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Schedule 1
Potential Parties in Interest

1	Debtor	GuoJing Hou
2	Silicon Valley X-Ray	Hanwei Peng (Henry)
	SVXR, Inc.	Hoe-Cheol Hwang (Michael)
3	Current and Recent Former Directors	Hopkins Guy
	and Officers	Houdong Gu
4	Dan Trepanier	Illya Katsyuk
	David Adler	Jan Vardamon
5	Eelco Bergman	Jerry B Torrance, Jr. and Carmen Ortiz,
	Kenneth Levy	Trustees of the Torrance-Ortiz Living Trust
6	Michael Scheinfein	Jill Shih
	Scott Jewler	Jim McWhirter
7	Siddharth Gupta	Joseph Lecher
	Sung Hoon Yang	Juan Vergara Munoz
8	Timothy Schulz	Justin Slater
	YM Wong	Kenneth Guevara
9	Ziwei Pan	Kolo Wamba
		Kyong Hee Han
10	Financial Institutions	Linda Ngo
	Bank of America	Maureen Lamb
11	Shanghai Commercial and Savings Bank	Michael Bowles
		Michael Jupina
12	Shareholders	Michael Kwan
	Ady Levy	Michael Ming-Yih Wu
13	Alan Crandall	Michael Romero
	Andrew Reid	Michael Scheinfein
14	Annette Janczura	Nabil Dawahre
	Anreet Mand	Nagesh Avadhany
15	ASE Test Limited	Oleg Mishin
	ASM Assembly Systems UK Holding	Patrick J. Flynn
16	Limited	Penn Jenks
	Ben Adler	Rabindranath Mahadevan
17	Benjamin Loh	Radhika Jujjavarapu
	Bonnie Smithson	Remon Kaldani
18	Brennan Peterson	Renjie Hu
	Chrissan, LLC	Rhiannon Brooks
19	Daniel Chen	Richard and Jodi McWhirter
	Daniel Trepanier	Robert Maire
20	Daniel Wack	Rosanne LaVoy
	David Adler	Sam Chao
21	David Ephron	Sand Hill Angels XVI, LLC
	Deepak Tiwari	Scott Jewler
22	Derrick DeMotta	Semiconductor Advisors LLC
	Don S. Errigo	Shinji Li
23	Edward Ratner	Siavash Yousefi
	Firsthand Venture Investors	Su-Ching Chang (Jojo)
24	Francisco Machuca	Sudhakar Raman
	Frank Chen	Sunil Kaul
25	Fred Aron	SVIC No. 28 New Technology Business
	Fred Babian	Investment L.L.P
26	Fred Duewer	Tara McKenney
	Geoffrey Egan	The Franklin/Malnekoff Trust, Gregg E.
27	GH Han	Franklin, and Mara B. Malnekoff, and their
	Gianmarco Negrisoli	successors, as Trustee, under Trust
28	Grand Process Technology Corporation	Agreement dated January 12, 2016

1 The Levy Family Trust dated February 18,
1983
2 The Wolken Family Trust dated 8/28/95
Timothy Stultz
3 Trang Nguyen
Trep Capital LLC
4 Tuan Pham
Yu Hang Yang
5 Yuri Syrov
Zelinq, LLC
6
Benefits Administrators or Third Party
7 **Administrators**
Anthem Blue Cross
8 Beam Dental
Beam Vision
9 Progressive Benefit Group
Parkworth Wealth Management, Inc.
10
Significant Contract Counterparties
11 ASE Advanced Semiconductor Engineering,
Inc.
12 ASE CRD
ASE Inc.
13 ASE KH
Avago Technologies U.S. Inc.
14 Broadcom
Intel
15 Micron Memory Taiwan Co. Ltd.
Micron Semiconductor Asia Operations Pte
16 Ltd
Micron Technology Inc.
17 Shiima Electronics Inc.
TSMC
18 Yxlon International Inc
19
Northern District of California
Bankruptcy Judges
20 Charles Novack
Dennis Montali
21 Hannah Blumenstiel
M. Elaine Hammond
22 Roger Efremsky
Stephen L. Johnson
23 William Lafferty
24
Insurers or Insurance Brokers
Amica Mutual Insurance Company
25 IFG Companies
Maxum Indemnity Company
26 Risk Placement Services Inc.
Risk Strategies Company
27 Starstone National Insurance Co.
Travelers Casualty and Surety Company of
28 America

Vela Insurance Services

Landlords
Challentech International Corp.
MAI One, LLC

Professionals and Consultants
Abbott Stringham Lynch
Baker Botts LLP
Cloud1 Solutions, Inc.
Fidelity & Co., CPAs (Taiwan)
Finestone Hayes LLP
Greenhill & Co.
Nixon Peabody LLP
Paychex

Secured Lenders
U.S. Small Business Administration

Proposed DIP Lender
Legalist, Inc.

Noteholders
ASE Test Limited
David Adler
Grand Process Technology Corporation
Maureen Lamb
Michael Wu
Remon Kaldani
Robert Maire
Scott Jewler
Sunil Kaul
The Franklin/Malnekoff Trust, Gregg E.
Franklin, and Mara B. Malnekoff, and their
successors, as Trustee, under Trust
Agreement dated January 12, 2016
The Levy Family Trust dated February 18,
1983
The McWhirter Living Trust

Transport
Transpak

**Taxing, Licensing, Regulatory, and
Permitting Authorities**
CA Department of Tax and Fee
Administration
CA Dept. of Public Health
CA Secretary of State
City of San Jose
Colorado Dept. of Revenue
County of Santa Clara, CA
Internal Revenue Service
Republic of China (Taiwan)

1	State of CA Health and Human Services Agency Dept. of Public Health	Arrow Electronics, Inc. Arrow Packaging
2	State of Delaware State of Washington	Artwork Conversion Software Inc. ASD Engineering & Manufact
3	State of Washington Department of Labor & Industries	Automation Direct Avago Technologies U.S. Inc
4	U.S. Food & Drug Administration	Avnet AwesomeShot Studios
5	Unsecured Creditors	B&H Photo Video
6	3D Incites LLC 3-Sixty Manufacturing	Backgrounds Online Baja Fresh San Jose
7	80/20 Inc. 8x8, Inc	Baker Botts L.L.P. Baker Tilly US, LLP
8	A-1 Fence Inc AAA Fence Company Inc	Banconver Insurance Services, Inc Barclays Law Publication
9	Abbott Stringham & Lynch ABPress	BarCode Bonanza, Inc Bay Alarm Company
10	Accel Visa Attorneys, PC Acromag Store	Bay Area Fire Protection Bay Contract
11	ACS Motion Control Advanced Energy Industries Inc	Beckhoff Automation LLC Benjamin Adler
12	Advanced Laser & Waterjet Cutting, Inc. Advanced Tool & Supply	Benjamin Loh Birk's Restaurant
13	Advanced World Products Advantage Metal Products	Bishop Wisecarver Corporation BizzApps LLC
14	Advantage Office Solutions, Inc. Advantech	Black Diamond Networks Inc. Blue Ridge Systems Inc
15	Advatech UK Limited Aerotech Inc.	BMI Surplus, Inc. BMT Micro, Inc.
16	AhTech LTS AirCare Automation	Bonnie Smithson BookFactory LLC
17	Airgas West Alan Crandall	Brennan Peterson Brooks Automation
18	Alexandra Liss Allied Brokers	Brunson Instrument Company Bulloch Fence and Door Inc.
19	Allied Electronic, Inc. Allied High Tech Products, Inc.	Burma Bistro Byron Pinto
20	Amazon Capital Services American Precision Glass Corp.	CA Department of Public Health Cables 2 Go
21	American Rigging&Relocation Americord	California Air Tools California Cubicles Inc.
22	AMF Mission Lanes Amphenol Alden	Campo Di Bocece Canon USA
23	Amptek Inc. Andrew Reid	Capriotti's Sandwich Shop Carbonite, Inc.
24	Annette Janczura Annias Kitchen	Cardinal Paint & Powder Carl Zeiss Microscopy LLC
25	Anreet Mand ANSYS Inc.	Carr Lane Manufacturing Co. Cascal
26	Anthem Blue Cross Apex Machining Inc	Caspitrano Crest Consultants LLC CDC Packaging
27	Apogee Imaging System, Inc. - AIS Applied Engineering Inc	Center for Sustainable Energy Challentech International Corporation
28	Applied Precision Design LLC Applied Scientific Instrument Inc.	Chrissan LLC Christopher Wilson

1	Cimetrix Inc	Expert Hiring LLC
	Circuit Specialist	Exxact Corporation
2	Cisbay, Inc	FABNexus Inc.
	Claymount North America Corp.	Fast and Efficient
3	Clean Sciences Technology	Fastsigns
	Cloud 1 Solution Inc	FAZ Restaurants & Catering
4	Code Admiral LLC	Federal Express Corporation
	Cognex Corporation	Fidelity & Co., CPA
5	COMET	Finger Lakes Instrumentation LLC
	Compressor World, LLC.	Flat Rate Mobile Notary
6	Cooley LLP	Fluke Electronics Corporation
	Corporate Electric	Fralock
7	County of Santa Clara	Francisco Machuca
	Coverall Inc.	Frank Chen
8	CraneWorks Inc	Frank Recruitment Group
	D&D Compressor Inc	Franklin Schellenberg
9	Daniel T Weber	Fred Babian
	Daniel Wack	Fred Duewer
10	Dasher Technologies Inc.	Fry's Electronics
	David Adler	G.A. Wirth Co., Inc.
11	David Branch	Galco Industrial Electronics
	David Ephron	gCreate
12	David Hood	GenSpec LLC
	David Love	Georgios Panotopoulos
13	DE Franchise Tax Board	Gianmarco Negrisoni
	Deepak Tiwari	Global Equipment Company Inc
14	Dell Marketing LP	Global Industrial
	Dexter Magnetic Technologies	Global Infotech LLC
15	Diagnostic Instruments Inc.	Golden State Assembly LLC
	Dick's Bakery	Goodfellow Corporation
16	Die-Tech	Google, Inc.
	Digi-Key Corporation	Gorilla Metals
17	Din Tai Fung	Grainger, Inc.
	Direct Scientific	Graybar
18	DNIV INTERNATIONAL PTE LTD	Groupware Technology Inc
	Dog Haus	Guild West Agency
19	Donnelley Financial, LLC	Hak Sim
	Doug Chrissan	Halted Specialties
20	DP PRECISION	Hamamatsu
	DS Services (Alhambra)	HanKook Supermarket
21	Dynamic Solutions USA	Haulaway Storage Containers Inc
	EDFAS	Hawk Ridge Systems
22	Edmund Optics Inc.	Hayes Manufacturing Services LLC
	Edward Ratner	HDP Users Group International Inc
23	El Cerrito Restaurant	Heidenhain Corporation
	Electrol Supply Corp.	High Tech Design Safety, LLC
24	Electronic Device Failure Analysis Society	Hill Manufacturing Co. LLC
	Elite Metal Fab. Inc.	Ho Chow Restaurant
25	eShares, Inc.	Hopatcong Rigging Inc.
	ET Sports	Hosting24.com
26	Eurofins EAG Engineering Science LLC	Houdong Gu
	European Synchrotron Radiation Facility	Houfu Yan
27	EVA Airways	Howell Electric Inc
	Everteam International Corp.	HVAC Brain
28	Everything2Go.com, LLC	Hydradyne

1	Hydraulic Controls Inc	Level Developments Ltd
	I.C. Recruiters	LGA Thin Film
2	IDEX Health and Science LLC	Liberty Liquidators, Inc.
	IDTechEx Ltd	Lighting Press
3	Illya Katsyuk	Linda Ngo
	ILM Tool	Lionel Fullwood
4	IMAPS	LLG Micromagnetics Simulator
	INEMI	Lockwood Industries, LLC dba Fralock
5	InPrintz	LogMeIn USA, Inc
	IntelLiDrives, Inc.	L-Stream
6	International Wafer Service	Luc Schoups
	Intuit Company	Mabere LLC
7	iOs Optics	Magic Footprint
	Ironbox	MAI ONE LLC
8	Isabella's Restaurant	MANCO Controls
	Itzik Goldberger	Mangrum Career Solutions LLC
9	Jake's Famous Crawfish	Marco Guevremont
	Jameco Electronics	Mark Optics Inc.
10	James Sutter	Mars Metal
	Janet T Taylor	Martha Foster
11	Jenni Bick Bookdinding	Martha Foster
	Jill Shih	Marway Power Solutions
12	JKI	MatchPoint Solutions Inc.
	JM Lee	Mathworks
13	Joe Lecher	Matias E Higa
	Joshua Sauberman	Maureen Lamb (V)
14	Juan Vergara Munoz	Maxbar, Inc.
	Judge Tool & Gage Co.	McMaster-Carr
15	Judith Christiansen	Measurement Computing Corp
	Julie Givens	Merchant Progressive Technology
16	Justin Slater	Merit Vegan Cuisine
	Karim Mahmoud	Met Life Insurance
17	Kay Jewler	Mezbaan Restaurant
	Kearney Pattern Works and Foundry Inc	Michael Bowles
18	Kenneth Guevara	Michael Jupina
	Kerries Kafe	Michael Kwan
19	Keyence Corp. of America	Michael Ming Yih Wu
	Kintetsu World Express (U.S.A.) Inc.	Michael Romero
20	Kitware Inc.	Michael Samuel
	KLN Financial Group	Michael Tanguay
21	Knight Optical LLC	Michaun Auzenne
	KollReal, A California GP	Michaun Auzenne
22	Kyma Technologies	Micro Center
	L&B Laboratories Inc.	Micro Dicing Services LLC
23	La Catalana LLC	Micro Electronics Inc
	Lab-Pro Inc	MicroDAQ.com,LTD
24	LAN Service Group Inc.	Micro-Epsilon America LP
	LANDAUER INC	Mikayla's Cafe
25	LangSpire Public Networking Services LLC	Mirion Technologies GDS Inc
	Laser Mark's Company LLC	Misumi USA
26	Laser Mill, LLC	MJB Precision Machining Inc.
	Lawrence Wise	MK Universal LLC
27	Lazy Dog Restaurant & Bar	Montgomery Pacific LLP
	L-Com Global Connectivity	Motion Industries Inc.
28	Ledgerstream, Inc.	Mouser Electronics Inc.

1	MSC Industrial Supply Co.	Paychex
	My Safety Sign (SmartSign)	Penn Jenks
2	Myzen Ramen Restaurant	Pepperl+Fuchs Inc
	Naan Masala	Photon Gear, Inc.
3	Nabell USA Corporation	Poor House Bistro
	Nabil Dawahre	Popper Studios
4	Nagesh Avadhany	PR Newswire Association LLC
	Nanolab Technologies Inc.	Precision Ad Placement
5	Nap's	Prestige Promotions
	National Aperture, Inc.	Princeton Scientific Corp
6	National Instruments Corp.	Pristine Imprints, LLC
	Navitar - Special Optics	Provantage
7	Nelson Machining	Queen Kho Bo
	New Electronic Technology	Rabindranath Mahadevan
8	Newark element 14	Radcal Corporation
	Newegg.com	Radwell International Inc
9	Newnex Technology Corp	Raid Incorporated
	Next Technik Inc.	Rapid Prototype and Mfg LLC
10	Nha Trang Restaurant	Rapid, a Protolabs Company
	Niham Group LLC	Real Product
11	Nikon Instruments Inc.	Reeds Indoor Range
	NK Technologies	Reflective Illumination dba LEDLight.com
12	No Magic, Inc.	LLC
	Northern Tool & Equipment	Remon Kaldani
13	Northwest Automation Products	Rengie Hu
	Numerical Innovations Inc	Republic Services Inc.
14	NX Generic Vendor	Research Metal Foils, Inc
	Occupational Services, Inc	Rexnord Industries LLC
15	Ocean Supermarket	ReyCis Cleaning Services LLC
	Okamoto & Benedicto LLP	Rhiannon Brooks
16	Okayama Express	Richard Buchroeder
	Oleg Mishin	Richard Hong
17	Olympic Martial Arts	Risk Strategies Co.
	Olympic Wire and Cable	RK Electric Inc.
18	Olympus Controls	RMV Technology Group
	Omega Engineering Inc.	Robert Newcomb
19	OMEGA Optical	Rodolfo Landeros
	Omnitec Precision	Rommell Aninipot
20	One World Touch, LLC	Ronald West
	OPA Authentic Greek Cuisine	Rosanne LaVoy
21	Optek	RSIP Vision
	Optikos Corporation	Ruby's Taqueria
22	Oracle America Inc	Ruth Ramos
	Orange Coast Pneumatics Inc	Saginaw Control and Engineering
23	Original Gravity Public House	Saint Gobain Ceramics & Plastics, Inc
	Ovation Coffee & Tea Inc	San Jose Quakes
24	Owens Design Inc	San Jose Safe & Lock
	Pacific Northwest X-Ray	SAS WORLD HEADQUARTERS
25	Pacific X-Ray Imaging LLC	Scott Ashkenaz
	Pactech	Scott Gooch
26	Papaya Global, Inc.	Scott Jewler
	Paragon Print Systems, Inc	Semiconductor Advisors LLC
27	Parkworth Wealth Management Inc.	Seoul Limo
	Partow Technologies LLC	Sergio Zarantonello
28	Paul Sandland	Serial Comm

1	Shanghai Delight	Thorlabs Inc.
	Sharp Dimensions	Timothy Lee
2	Shiima Electronics Inc	TMK Manufacturing Inc
	Siavash Yousefi	Toyota Financial Services
3	Side Dish Corner	Trang Nguyen
	Sierra Circuits	TransPak
4	Silicon Valley Law Group	Trep Capital LLC
	Simple Software Solutions Group Inc	Triple Crown Consulting LLC
5	Small Business Technology Council	TTI, Inc.
	Smalley Steel Ring Company	Tuan Pham
6	SmartSheet Inc.	Tucson Optical Research Corp
	SMTA	UbreakIfix
7	Software Arts Inc.	Uline
	Solid State Cooling Systems Inc	UQG Ltd
8	Sonoscan Inc	US Digital
	Spach Optics Inc	Valley Design Corp.
9	Spellman	Valley Engineering Group Inc.
	Squar Milner LLP	Varex Imaging America
10	SRK Group LLC	Varex Imaging Corporation
	Standford's Restaurant & Bar	Varian Medical Systems, Inc.
11	Stanford University OSR Service Center	Vespa Restaurant
	Starrett Tru-Stone Technologies Division	Video Products Inc
12	Stay Online LLC	Vua Kho Bo
	Steven Engineering	Vulcan Global Mfg Solution Inc
13	Steven Luong	Vung Tau Restaurant
	STG Machine	Walker Industrial
14	Stiller Kim PC	Winfold Engineering LLC
	Stirling Design	Winston & Strawn, LLP
15	Stockwell Elastomers Inc.	Wire Tronic Inc.
	Stratasys Direct Inc.	Wistex LLC
16	Su-Ching Chang	Woowon Technology Co., Ltd
	Sudhakar Raman	XOS
17	Sunil Kaul	XPC Corporation
	Super Bright LEDs Inc	X-Z Lab, Inc.
18	Superior Metals Inc.	Yard House
	Su's Mongolian Barbeque	Yellow Checker Cab Company, Inc.
19	Swagelok Northern California	Yo Pho
	Sweet Dreams Cakes & Flowers, Inc.	Yuri Syrov
20	Tara J McKenney	Zanker Materials Processing Facility
	Target Painting Inc	Zelinq LLC
21	TC Precision (Toolcraft Inc)	Zenwork
	Tech Cloud Pro Support	
22	Technical Equipment Sales	U.S. Trustee Region 17 Office
	Technical Instrument Inc.	Elvina Rofael
23	TechSearch International	Gail Geiger
	TechShop	Jason Blumberg
24	Ted Pella Inc.	Jorge A. Gaitan
	Tekcess International LLC	Ianthe V. DelRosario
25	Thanh Huong Sandwich	Marta E. Villacorta
	The ExOne Company	Suhey Ramirez
26	The Original Falafel	Timothy S. Laffredi
	The PEER Group Inc.	Tracy Hope Davis
27	The Sentinel	Trevor Fehr
	Thin Film Lab	
28	Thomson Reuters	

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Utilities
Comcast Xfinity
Pacific Gas & Electric

Schedule 2

Connections to Potential Parties in Interest

Interested Parties	Relationship to Debtors	Relationship to Greenhill
SVXR, Inc.	Debtor	Current client
Silicon Valley X-Ray	Other Names used in last 8 years	Current client f/k/a
Timothy Schulz	Current Officers and Directors	Current client contact
Dan Trepanier	Current Officers and Directors	Current client contact
Bank of America	Depository/Disbursement Banks	Prior client on several unrelated engagements due to BoA's diversified business model; typically, a lender or creditor in relation to a company
Daniel Trepanier	Equity Security Holders	Current client contact
Advanced Energy Industries Inc	Top Unsecured Creditors	Prior client on unrelated engagement
Avago Technologies U.S. Inc	Top Unsecured Creditors	Prior client on unrelated engagement
Avnet	Top Unsecured Creditors	GHL vendor (Avnet, Inc.)
Carbonite, Inc.	Top Unsecured Creditors	GHL Vendor
Cooley LLP	Top Unsecured Creditors	GHL Vendor
Dell Marketing LP	Top Unsecured Creditors	GHL Vendor
Donnelley Financial, LLC	Top Unsecured Creditors	GHL Vendor
Federal Express Corporation	Top Unsecured Creditors	GHL Vendor
Google, Inc.	Top Unsecured Creditors	GHL Vendor
Grainger, Inc.	Top Unsecured Creditors	GHL Vendor
MSC Industrial Supply Co.	Top Unsecured Creditors	Subsidiary of prior client on unrelated engagement
Oracle America Inc	Top Unsecured Creditors	GHL Vendor
PR Newswire Association LLC	Top Unsecured Creditors	GHL Vendor
Thomson Reuters	Top Unsecured Creditors	GHL Vendor

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Interested Parties	Relationship to Debtors	Relationship to Greenhill
Avago Technologies U.S. Inc.	Parties to Material Contracts with the Debtors	Prior client on unrelated engagement
Greenhill & Co.	Debtors' Significant Professionals, Consultants, and Service Providers	Self; RX investment banker and financial advisor
Comcast Xfinity	Utility	GHL Vendor