Hearing Date: August 1, 2019 at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: July 25, 2019 at 4:00 p.m. (prevailing Eastern Time)

Steven J. Reisman, Esq.
Cindi M. Giglio, Esq.
Jerry L. Hall, Esq. (admitted *pro hac vice*)
KATTEN MUCHIN ROSENMAN LLP
575 Madison Avenue
New York, NY 10022
Telephone: (212) 940-8800
Facsimile: (212) 940-8876
sreisman@kattenlaw.com
cindi.giglio@kattenlaw.com
jerry.hall@kattenlaw.com

Peter A. Siddiqui, Esq. (admitted *pro hac vice*)
KATTEN MUCHIN ROSENMAN LLP
525 W. Monroe Street
Chicago, IL 60661
Telephone: (312) 902-5455
Facsimile: (312) 902-1061
peter.siddiqui@kattenlaw.com

Counsel to Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
SIZMEK INC., *et al.*,[1]	)	Case No. 19-10971(SMB)
Debtors.	)	(Jointly Administered)

NOTICE OF HEARING ON MOTION FOR ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AUTHORIZING RETENTION AND EMPLOYMENT OF BARRY KASOFF OF REALIZATION SERVICES, INC. AS CHIEF FINANCIAL OFFICER

PLEASE TAKE NOTICE that on July 10, 2019, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Motion for Order Pursuant to Sections 105 and 363 of the Bankruptcy Code Authorizing Retention and Employment of Barry Kasoff of Realization Services, Inc. as Chief Financial Officer* (the "Motion"). A hearing (the

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Sizmek Inc. (4624); Sizmek DSP, Inc. (2319); Point Roll, Inc. (3173); Sizmek Technologies, Inc. (6402); Wireless Artist LLC (0302); Wireless Developer, Inc. (9686); X Plus One Solutions, Inc. (8106); and X Plus Two Solutions, LLC (4914). The location of the Debtors' service address for purposes of these chapter 11 cases is: 401 Park Avenue South, Fifth Floor, New York, NY 10016.

"Hearing") on the Motion will be held before the Honorable Stuart M. Bernstein, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408 on **August 1, 2019 at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections (each, an "Objection") to the Motion and the relief requested therein shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* (the "Case Management Order") [Docket No. 103], shall set forth the basis for the Objection and the specific grounds therefore, and shall be filed with the Court electronically in accordance with General Order M-399 by registered users of the Court's case filing system (the User's Manual for the Electronic Case Filing System can be found at http://www.nysb.uscourts.gov, the official website for the Court), with a hard copy delivered directly to chambers pursuant to Local Bankruptcy Rule 9070-1 and served so as to be actually received no later than **July 25, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the "Objection Deadline"), upon (i) the parties on the Master Service List (as defined in the Case Management Order); and (ii) Otterbourg P.C., 230 Park Avenue, New York, NY 10169-0075 Attn: Jonathan N. Helfat.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, Debtors shall, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Motion, which order the Court may enter with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing. Debtors will file an agenda before the Hearing, which may modify or supplement the Motion to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be obtained free of charge by visiting the website of Stretto at https://cases.stretto.com/sizmek. You may also obtain copies of any pleadings by visiting the Court's website at http://www.nysb.uscourts.gov in accordance with the procedures and fees set forth therein.

Dated: July 10, 2019
New York, NY

/s/ Steven J. Reisman

KATTEN MUCHIN ROSENMAN LLP
Steven J. Reisman, Esq.
Cindi M. Giglio, Esq.
Jerry L. Hall, Esq. (admitted *pro hac vice*)
575 Madison Avenue
New York, NY 10022-2585
Telephone: (212) 940-8800
Facsimile: (212) 940-8876
Email: sreisman@kattenlaw.com
cindi.giglio@kattenlaw.com
jerry.hall@kattenlaw.com

-and-

Peter A. Siddiqui, Esq. (admitted *pro hac vice*)
Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, IL 60661-3693
Telephone: (312) 902-5455
Email: peter.siddiqui@kattenlaw.com

Counsel to Debtors and Debtors-in-Possession

Steven J. Reisman, Esq.
Cindi M. Giglio, Esq.
Jerry L. Hall, Esq. (admitted *pro hac vice*)
KATTEN MUCHIN ROSENMAN LLP
575 Madison Avenue
New York, NY 10022
Telephone: (212) 940-8800
Facsimile: (212) 940-8876
sreisman@kattenlaw.com
cindi.giglio@kattenlaw.com
jerry.hall@kattenlaw.com

Peter A. Siddiqui, Esq. (admitted *pro hac vice*)
KATTEN MUCHIN ROSENMAN LLP
525 W. Monroe Street
Chicago, IL 60661
Telephone: (312) 902-5455
Facsimile: (312) 902-1061
peter.siddiqui@kattenlaw.com

Counsel to Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
SIZMEK INC., *et al.*,[1]	)	Case No. 19-10971(SMB)
Debtors.	)	(Jointly Administered)

MOTION FOR ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AUTHORIZING RETENTION AND EMPLOYMENT OF BARRY KASOFF OF REALIZATION SERVICES, INC. AS CHIEF FINANCIAL OFFICER

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this motion (this "Motion") for the entry of an order (the "Order"), substantially in the form attached hereto as **Exhibit A**, authorizing the retention and employment of Barry Kasoff of Realization Services, Inc., ("Realization") as Chief Financial Officer to the Debtors, *nunc pro tunc* to July 8, 2019, pursuant to the terms of the Consulting Agreement (as defined herein) and granting related relief. Under the Consulting Agreement, Debtors will obtain the services of

[1] Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Sizmek Inc. (4624); Sizmek DSP, Inc. (2319); Point Roll, Inc. (3173); Sizmek Technologies, Inc. (6402); Wireless Artist LLC (0302); Wireless Developer, Inc. (9686); X Plus One Solutions, Inc. (8106); and X Plus Two Solutions, LLC (4914). The location of Debtors' service address for purposes of these chapter 11 cases is: 401 Park Avenue South, Fifth Floor, New York, NY 10016.

Barry L. Kasoff as Chief Financial Officer ("CFO") and other personnel of Realization to assist him in that role. In support of this Motion, Debtors submit the declaration of Barry L. Kasoff, President of Realization (the "Kasoff Declaration"), which is attached as **Exhibit B**. In further support of this Motion, Debtors respectfully state as follows.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012. Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The statutory bases for the relief requested herein are Sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Bankruptcy Rule 2014(a), and Local Bankruptcy Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules").

Background

4. On March 29, 2019 (the "Petition Date"), each of Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. On April 3, 2019 the Court entered an order

[Docket No. 29] authorizing the joint administration and procedural consolidation of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). No entity has requested the appointment of a trustee or examiner in these Chapter 11 Cases. On April 17, 2019, the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") in these Chapter 11 Cases.

5. A detailed description of Debtors and their businesses, and the facts and circumstances supporting this Application and Debtors' Chapter 11 Cases, are set forth in in the *Declaration of Sascha Wittler, Chief Financial Officer of Sizmek Inc., (I) in Support of Chapter 11 Petitions and First Day Pleadings, and (II) Pursuant to Local Rule 1007-2* [Docket No. 13], filed on April 2, 2019, and *the Supplemental Declaration of Sascha Wittler, Chief Financial Officer of Sizmek Inc., (I) in Support of Chapter 11 Petitions and First Day Pleadings, and (II) Pursuant to Local Rule 1007-2* [Docket No. 54], filed on April 9, 2019 .

6. During the Chapter 11 Cases, Debtors have thus far sold their Demand Side Platform and AdServer businesses.[2] Debtors are subject to certain transition services agreements (collectively, the "Transition Services Agreements") with the buyers of such assets. In connection with such sales, Debtors' management and the majority of Debtors' employees, including its finance, treasury and accounting staff, have resigned or are in the process of resigning from such positions and are or will be employed by one of the buyers of the assets (the "Former Employees"). Some of such employees are or may be willing to provide information and certain transition-related services pursuant to one or more of the Transition Services

[2] On April 29, 2019, the Court issued the Order Authorizing and Approving Private Sale of the Demand-Side Platform and the Data Management Platform Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and Granting Related [Docket No. 143], and on June 20, 2019, the Court issued the Order Authorizing and Approving Private Sale of Debtor Sellers Portion of the AdServer Business Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and Granting Related Relief [Docket No. 269].

Agreements (the "Transitional Employees"). However, in exercise of their business judgment, Debtors have determined that they are in need of a CFO who can assume Former Employees' responsibilities in the areas of finance and management, administer the Transition Services Agreements, and manage the wind-down of Debtors' businesses. Additionally, as there will be few or no remaining employees in Debtors' finance, treasury and accounting divisions, Mr. Kasoff will receive assistance in fulfilling his role from two staff members at Realization. In light of the current staffing situation, Debtors have determined it is in the estates' best interest to engage the services of a CFO and certain other personnel to assist the CFO in providing critical financial management services to Debtors.

Relief Requested

7. By this Application, Debtors seek the entry of the Order authorizing the retention and employment of Realization as their consultant, *nunc pro tunc* to July 8, 2019, in accordance with the terms and conditions set forth in that certain consulting agreement between Debtors and Realization dated July 5, 2019 (the "Consulting Agreement"), a copy of which is attached as **Exhibit 1** to **Exhibit A** and incorporated herein by reference. Under the Consulting Agreement, Realization shall, among other things, provide Debtors with the services of Barry K. Kasoff as CFO.

Realization Qualifications

8. Debtors are familiar with the professional standing and reputation of Mr. Kasoff and Realization. Debtors understand that Mr. Kasoff has a wealth of experience in providing financial consulting and related services to debtors in large and complex chapter 11 cases.

9. Mr. Kasoff, has diverse experience assisting companies and their stakeholders through difficult operating and financial environments and has served as an interim senior-

level executive for numerous debtors. Mr. Kasoff has decades of experience providing financial restructuring, interim management, due diligence, and forensic and operational consulting services to business organizations experiencing significant difficulties both in and out of formal bankruptcy proceedings.

Services to be Provided

10. Subject to further order of the Court and the Consulting Agreement, Debtors request the retention and employment of Realization to provide such consulting services that Realization and Debtors deem appropriate and feasible in the course of these Chapter 11 Cases, including but not limited to the following (collectively, the "Services"):[3]

Financial Functions

a. Day-to-Day Functions – Assisting Debtors to ensure the performance, on a daily basis, of all necessary functions relating to Debtors' cash management, treasury, bank account and internal and external financial statement/financial reporting matters ("Financial Functions") in an appropriate and cost-effective manner. Such assistance will include (without limitation) the following:

    i. Evaluation of Staffing and Allocation of Functions – Reviewing, recommending and implementing (as Debtors may approve from time to time) allocation of the various Financial Functions to be performed to (respectively): (a) Realization's personnel, (b) Debtors' personnel, (c) the Former Employees in accordance with the Transition Services Agreements, and (d) any other available staffing and/or other external service providers.

    ii. Ongoing Review and Revisions – Recommending (from time to time) such revisions to such allocation(s) of functions as may be necessary or advisable in view of Debtors' continuing reduction and winding-down of its operations in the United States and abroad.

b. Supervision – Assisting Debtors with supervising the personnel performing the Financial Functions.

Core Financial Tasks

[3] To the extent there is any discrepancy between the description of Services herein and the Consulting Agreement, the Consulting Agreement shall control.

c. Assisting Debtors in performing of the following aspects of Debtors' daily financial management:

    i. Subject to the provisions of the Bankruptcy Code and any order of the Bankruptcy Court, reviewing and recommending approval of all payments to vendors, lenders and others, including confirmation of the creditors and amounts to be paid;

    ii. Supervising preparation of financial statements, including Monthly Operating Reports or other reporting in connection with the Chapter 11 Cases, by Transitional Employees, Debtors' financial advisors FTI Capital Advisors, LLC ("FTI"), Mazars as a provider of certain accounting services and/or other external accounting services providers;

    iii. Approving such financial statements prepared by Transitional Employees, FTI, Mazars and/or other external accounting providers; and

    iv. Managing and fulfilling the requirements of Debtors' Transition Services Agreements with: (A) parties that have recently purchased segments/units of the Debtors' business and (B) parties that in the future may purchase remaining segments/units.

Other Financial Management and Oversight

d. Assisting Debtors, to the extent requested or advisable, to: (i) oversee and verify the appropriateness of Debtors' cash receipts, including confirmation of the amounts to be received and the identities of the payors, (ii) oversee and manage Debtors' payroll and related deductions/withholding, (iii) manage Debtors' bank and other accounts, (iv) develop and prepare such budgets as may be necessary or advisable, and monitor Debtors' performance against such budgets, (v) at the request of Debtors, respond to requests for information and data from the Committee, individual secured parties, the Court, trade creditors, etc., (vi) review and evaluate Debtors' entry into any new financial/payment obligations, (vii) review and evaluate Debtors' reduction of existing financial and payment obligations (including through settlements with vendors, settlements of litigation, etc.), (viii) communicate as to financial matters with vendors and creditors, and parties with whom Debtors has entered (or may enter) into transactions, (ix) support Debtors' entry into and closing of transactions, (x) identify and implement needed or appropriate accounting controls, (xi) support, in cooperation with Debtors' counsel, the preparation of financial documents and schedules as needed for use in the Chapter 11 Cases and (xii) oversee and manage the Debtors' tax matters.

e. Assisting Debtors in reconciliation of claims of creditors with books and records of Debtors.

f. Assisting in preparation of any disclosure statement and plan of liquidation to be filed in the Chapter 11 Cases.

CFO Services

g. Realization shall have Mr. Kasoff serve as the Debtors' CFO to implement and accomplish the customary functions of such office and the tasks and actions set forth in sub-paragraphs (a) – (f) above. Realization shall also have Mr. Kasoff as CFO perform, to the extent that he (in his sole discretion) deems the same to be necessary or appropriate, the following:

   i. Reviewing and approving of Debtors' cash receipts and disbursements;

   ii. Reviewing and approving of Debtors' credit usage;

   iii. Reviewing and approving of any proposed budget relating to the use of cash collateral of any secured lender of Debtors;

   iv. Serving as Debtors' primary contact person and liaison with such lenders, vendors and others as the Debtors may designate;

   v. Developing, with the assistance of FTI, budgets as needed;

   vi. Reviewing and approving of Debtors' personnel structures and staffing for cash management, treasury and financial functions (including the use of external providers);

   vii. Reviewing of Debtors' sales and purchases of assets and services;

   viii. Reviewing of Debtors' payments and liquidations of liabilities; and

   ix. To the extent needed, daily reconciliation of the opening and closing balances of the any ongoing lending facilities, taking into account: (A) advances under any such facilities, (B) collections of accounts receivable, (C) cash receipts from operations (other than accounts receivable), (D) cash receipts from other loans, (E) operating expenses and (F) bank fees.

Professional Compensation

11. Commencing on July 8, 2019, for the first two weeks of Realization's employment, or such longer period as may be agreed between Debtors and Realization, Debtors shall pay to Realization a flat fee of $50,000 per week for its performance of the Services (the "Weekly Fees"). The amount of the Weekly Fees are based on Realization's staffing of three personnel on the matter: Mr. Kasoff, one senior associate, and one associate. Mr. Kasoff will

not receive any separate compensation from Debtors and will not be paid through Debtors' payroll system.

12. For the period following the first two weeks of employment, or such longer period as may be agreed between Debtors and Realization, Realization shall be compensated based on its hourly fees calculated using the following hourly rates: (a) Mr. Kasoff, $650; (b) senior associate, $375; (c) associate, $225 (the "Hourly Fees").

13. Debtors shall also reimburse Realization for its reasonable out of pocket disbursements and expenses as set forth in the Consulting Agreement (the "Expense Reimbursements"). Material expenses (*i.e.*, those in an amount of $500 or more) will be subject to prior approval by Debtors' counsel.

14. Debtors request that the Court permit Debtors to pay Realization the Weekly Fees, Hourly Fees, and Expense Reimbursements on a weekly basis without further order of the Court.

15. Also, Debtors request that the Court approve Debtors' payment to Realization of a retainer in the amount of $100,000 against any and all sums due and owing to Realization under the terms of the Consulting Agreement.

Indemnification Provisions

16. As set forth in the Consultant Agreement, Debtors have agreed to indemnify Realization from and against any matter arising from the Realization's rendering of services to Debtors pursuant to the Consulting Agreement other than claims resulting from the Realization's gross negligence, willful misconduct, or material breach of its obligations under the Consulting Agreement (the "Indemnification Provisions"). The Debtors believe that the Indemnification Provisions are customary and reasonable and should be approved.

Realization's Disinterestedness

17. To the best of Debtors' knowledge and as disclosed herein and in the Kasoff Declaration, (a) Realization is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to Debtors' estates, and (b) Realization has no connection to Debtors, their creditors, or other parties in interest, except as may be disclosed in the Kasoff Declaration.

18. Realization will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Realization will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration.

No Duplication of Services

19. Debtors intend for Realization's services to complement, and not duplicate, the services to be rendered by any professional retained in these cases. Realization understands that Debtors have retained and may retain additional professionals during the term of the engagement. Realization has worked, and will continue to work, cooperatively as requested by Debtors with professionals retained by Debtors to integrate any respective work conducted by the professionals on behalf of Debtors.

20. To be clear, Realization will not be acting as a financial advisor to Debtors. FTI, Debtors' financial advisor, provides forecasting, valuation, and transaction support in connection with the sales of Debtors' business units and assisting Debtors through the close of those transactions as well as assisting the Debtors in managing cash collateral and budgeting issues. In contrast, Realization will provide Debtors with a CFO to fulfill the customary duties of that

office and perform other duties that are not part of FTI's services, including administering the Transition Services Agreements.

Statutory Basis for Relief Requested

21. The retention of corporate officers and other temporary employees is proper under Section 363 of the Bankruptcy Code. *In re Nine W. Holdings, Inc.*, 588 B.R. 678, 695 (Bankr. S.D.N.Y. 2018); *see also In re Answers Holdings Inc.*, Case No. 17-10496 (SMB), Docket No. 112 (Bankr. S.D.N.Y. April 5, 2017).

22. Section 363(b) of the Bankruptcy Code provides, in relevant part, that the trustee or debtor in possession, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. §363(b)(1). Section 363 of the Bankruptcy Code provides that transactions not in the ordinary course of business must be approved by court order.

23. Under applicable case law, if a debtor's proposed use of its assets pursuant to Section 363(b) of the Bankruptcy Code represents a reasonable business judgment on the part of the debtor, such use should be approved*.* *See Mission Prod. Holdings, Inc. v. Tempnology*, LLC, 139 S. Ct. 1652, 1658 (2019) (a "bankruptcy court will generally approve" decisions made by a trustee or debtor in possession "under the deferential business judgment rule");.C*omm. of Equity Sec. Holders v. Lionel Corp.* (*In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *Comm. of Asbestos-Related Litigants v. Johns-Manville Carp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct.").

24. Debtors submit that the employment of Realization under the terms of the Consulting Agreement would greatly benefit Debtors' estates and creditors. The absence of other employees capable of managing the Debtors' operations would severely hinder the Debtors' ability to proceed expeditiously through the Chapter 11 process, absent the addition of consulting services. In particular, Debtors are in need of an experienced CFO to manage financial matters and assist them with the Debtors' financial functions, including administering the Transition Services, preparing the monthly operating reports, and managing payroll and accounts payable for remaining employees. While Debtors receive continuing support from Transitional Employees on an as needed basis, Debtors need an officer to manage the ongoing business as Debtors wind down and pursue a plan of liquidation. Realization and Mr. Kasoff as CFO will report to the Boards of Directors of the Debtor entities, as applicable, and will coordinate with the other professionals, including Katten and FTI to ensure a smooth transition and avoid any duplication of efforts.

25. Debtors believe that the Consulting Fees and Expense Reimbursements appropriately reflects the nature and scope of services to be provided by Realization in these Chapter 11 Cases, Realization's substantial experience providing consulting services, and the fee structures typically utilized by consultants of similar stature to Realization for comparable engagements.

26. Debtors submit that for all the reasons stated above and in the Kasoff Declaration, the retention and employment of Realization as consultant to Debtors is warranted. Further, as stated in the Kasoff Declaration, Realization is a "disinterested person" within the meaning of Section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to

Debtors' estates and has no connection to Debtors, their creditors, or other parties in interest, except as may be disclosed in the Kasoff Declaration.

Notice

27. Debtors will provided notice of this Sale Motion in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 103]. In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **<u>Exhibit A</u>**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: July 10 2019
New York, NY

/s/ Steven J. Reisman

KATTEN MUCHIN ROSENMAN LLP
Steven J. Reisman, Esq.
Cindi M. Giglio, Esq.
Jerry L. Hall, Esq. (admitted *pro hac vice*)
575 Madison Avenue
New York, NY 10022-2585
Telephone: (212) 940-8800
Facsimile: (212) 940-8876
Email: sreisman@kattenlaw.com
cindi.giglio@kattenlaw.com
jerry.hall@kattenlaw.com

-and-

Peter A. Siddiqui, Esq. (admitted *pro hac vice*)
Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, IL 60661-3693
Telephone: (312) 902-5455
Email: peter.siddiqui@kattenlaw.com

Counsel to Debtors and Debtors-in-Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
SIZMEK INC., *et al.*,[1]	)	Case No. 19-10971 (SMB)
Debtors.	)	(Jointly Administered)

ORDER GRANTING DEBTORS' MOTION FOR ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AUTHORIZING RETENTION AND EMPLOYMENT OF BARRY KASOFF OF REALIZATION SERVICES, INC. AS CHIEF FINANCIAL OFFICER

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, "Debtors") for the entry of an order (this "Order") authorizing Debtors to retain Barry Kasoff of Realization Services, Inc. as Chief Financial Officer, pursuant to Sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014(a) Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules"); and the Court having reviewed the Motion, the Declaration of Barry L. Kasoff, President of Realization (the "Kasoff Declaration"); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in

[1] Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Sizmek Inc. (4624); Sizmek DSP, Inc. (2319); Point Roll, Inc. (3173); Sizmek Technologies, Inc. (6402); Wireless Artist LLC (0302); Wireless Developer, Inc. (9686); X Plus One Solutions, Inc. (8106); and X Plus Two Solutions, LLC (4914). The location of Debtors' service address for purposes of these chapter 11 cases is: 401 Park Avenue South, Fifth Floor, New York, NY 10016.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

the Motion and in the Kasoff Declaration that (a) Mr. Kasoff and Realization do not hold or represent an interest adverse to Debtors' estates; (b) Mr. Kasoff and Realization are "disinterested persons" as defined in Section 101(14) of the Bankruptcy Code; and (c) the retention of Mr. Kasoff and Realization is a proper exercise of Debtors' business judgment; and the Court having found that the relief requested in the Motion is in the best interests of Debtors' estates, their creditors, and other parties in interest; and the Court having found that Debtors provided adequate and appropriate notice of the Motion under the circumstances and that no other or further notice is required; and the Court having reviewed the Motion and having heard statements in support of the Motion at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. Any responses or objections to, or reservations of rights regarding, the entry of this Order or the relief granted herein or requested in the Motion that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, hereby are denied and overruled on the merits with prejudice.

2. Debtors are authorized, pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, to engage Realization and Mr. Kasoff as their Chief Financial Officer in these Chapter 11 Cases, *nunc pro tunc* to July 8, 2019, for the purposes set forth in and upon the terms of the Consulting Agreement attached hereto as **Exhibit 1**.

3. Except as specifically modified herein, the Consulting Agreement, including, without limitation, the Weekly Fees, the Hourly Fees, the Expense Reimbursements, and the Indemnification Provisions, are approved pursuant to Section 363(a) of the Bankruptcy Code.

4. Debtors shall promptly reimburse Realization for all reasonable expenses incurred by Realization in accordance with the Consulting Agreement, including the reasonable fees and expenses of outside counsel, if any, retained by Realization with respect to the review and negotiation of the Consulting Agreement as well the Motion, provided however, that the amount reimbursed for such fees and expenses of counsel shall not exceed $10,000 in the aggregate, without the need for such legal counsel to be retained as professionals in these chapter 11 cases.

5. The only individual employed by Realization personally eligible for indemnification by the Debtors shall be Barry L. Kasoff, who is serving as an executive officer of the Debtors. The indemnification provided to Mr. Kasoff shall be on the same terms as provided by the corporate bylaws and applicable state law, along with insurance coverage under Debtors' director's and officer's liability policies. Nothing set forth in this Paragraph 5 shall limit or be construed to limit the Debtors' obligation to indemnify Realization to the extent set forth in Section 12 of the Consulting Agreement.

6. The Indemnification Provisions of the Consulting Agreement are approved, subject to the following conditions during the pendency of these cases:

(a) All requests for payment of indemnity, contribution, or otherwise pursuant to the Consulting Agreement shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Consulting Agreement and this Order; provided that in no event shall any person be indemnified or receive contribution to the extent that any claim arose or expense has resulted from any such losses finally judicially determined by a court of competent jurisdiction to have primarily resulted from the bad faith, self-dealing, breach of fiduciary duty, if any, gross negligence, or willful misconduct on the part of Realization; and

(b) In no event shall Realization be indemnified or receive contribution or other payment under the Indemnity Provisions or be entitled to any limitation on or exoneration from its liability to the extent Debtors or a representative of the estate asserts a claim for, and the Court determines by final order that such claim primarily arose out of, Realization's bad-faith, self-dealing or breach of fiduciary duty (if any), gross negligence, or willful misconduct.

7. Notwithstanding anything to the contrary in the Consulting Agreement or the Motion,

(a) Realization and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the Chapter 11 Cases.

(b) In the event Debtors seek to have Realization's personnel assume any executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either: (i) modifying the functions of personnel; (ii) adding new executive officers; or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed;

(c) No principal, employee, or independent contractor of Realization and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases;

(d) On a monthly basis, Realization shall file with the Court, with copies to the U.S. Trustee, Committee, and pre-petition secured lenders, a report of staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed;

(e) Realization shall also file with the Court, and provide notice to the Debtors, U.S. Trustee, Committee, and pre-petition secured lenders, reports of compensation earned and expenses incurred on a monthly basis. Such reports shall contain summary charts that describe the time incurred and services provided by category, identify the individual rate and compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. All compensation shall be subject to review by the Court in the event an objection is filed;

(f) Notwithstanding the requirements of paragraph (e) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by Realization for fees and expenses incurred in connection with Realization's retention.

(g) Realization shall disclose any and all facts that may have a bearing on whether Realization, its affiliates, and/or any individuals working on the engagement have any interest materially adverse to the interest of Debtors', their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

8. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any guidelines established by the U.S. Trustee regarding submission and approval of fee applications, Realization and its professionals shall be excused from the requirement to maintain or provide detailed time records for services rendered postpetition in accordance with the fee guidelines established by the Executive Office of the United States Trustee and the Court's orders.

Dated: _______ ___, 2019
New York, New York

____
THE HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

<u>Exhibit 1</u>

Consulting Agreement

CONSULTING AGREEMENT

Consulting Agreement (this "Agreement"), dated as of July 5, 2019, by and between **Realization Services, Inc.**, a New York corporation (the "Consultant"), and **Sizmek Inc.**, a Delaware corporation and certain of its affiliated companies set forth on the signature page(s) hereto (collectively, the "Client"), as debtors and debtors-in-possession in that certain case under Title 11 of the United States Code (the "Bankruptcy Code"), pending in the United States Bankruptcy Court for the Southern District of New York, 19-10971 (SMB) (the "Chapter 11 Proceedings"). The Consultant and the Client are sometimes referred to herein individually as a "Party", and collectively as the "Parties."

WHEREAS, the Client desires to retain the Consultant, and the Consultant desires to be retained by the Client, pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, the Client, in the course of its Chapter 11 Proceedings, has sold certain assets and is subject to certain transition services agreements (collectively, the "Transition Services Agreements") with the buyers of such assets.

WHEREAS, in connection with such sales, Debtors' management, including the CEO, CFO, CTO and General Counsel, and the majority of Debtors' employees, have resigned or are in the process of resigning from such positions and are or will be employed by one of the buyers of the assets (the "Former Employees"), and such employees are or may be willing to provide information and certain transition-related services pursuant to one or more of the Transition Services Agreements.

NOW, THEREFORE, in consideration of the premises and the mutual agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term

The term of this Agreement shall commence as of July 8, 2019 (the "Effective Date") and, subject to the next sentence, continue until such time as either (a) the Client provides not less than one (1) Business Day's (as defined below) prior written notice to the Consultant that the Client is terminating the Consultant's services, or (b) Consultant terminates this Agreement in accordance with Section 8(c), below (the "Term"). Subject to the terms of any order of the Bankruptcy Court approving the retention of the Consultant in accordance with the Retention Order (defined below), upon termination, the Client shall pay to the Consultant any amounts that have accrued prior to such termination.

2. Reporting; Approach to Work; Primary Contacts; Etc.

a. Reporting; Supervision of Services – The Consultant shall report to the respective Boards of Directors of the Client. Barry L. Kasoff ("Mr. Kasoff"), the Consultant's President, will: (i) supervise and coordinate the performance of the Services to be performed by the Consultant pursuant to this Agreement, as more particularly set forth in Section 3 below and (ii) be responsible for the overall assignment.

b. Work Locations – Mr. Kasoff and the Consultant's personnel shall be physically present at the locations of the Client at such times during the Term as the Consultant may reasonably determine after consultation with the Client.

c. Collaboration – The Consultant will use reasonable efforts to work cooperatively and collaboratively with: **(i)** the Former Employees, **(ii)** FTI Consulting ("FTI"), as the Client's financial advisor, **(iii)** Mazars ("Mazars") as a provider of certain accounting services for the Client, **(iv)** Katten Muchin Rosenman LLP ("Katten") as the Client's counsel and **(v)** such other firms, professionals and individuals as the Client may specify; provided that Client shall use reasonable efforts to ensure the cooperation of the Former Employees, FTI, Mazars, Katten and any such other firms, professionals or individuals. For purposes of this assignment the Client's primary contacts will be Steven Reisman and Peter Siddiqui of Katten as the Client's counsel.

3. Services

The Client hereby engages the Consultant as consultant to perform the following services (collectively, the "Services") during the Term:

Financial Functions

a. Day-to-Day Functions – Assist the Client to ensure the performance, on a daily basis, of all necessary functions relating to the Client's cash management, treasury, bank account and internal and external financial statement/financial reporting matters ("Financial Functions") in an appropriate and cost-effective manner. Such assistance will include (without limitation) the following:

   i. Evaluation of Staffing and Allocation of Functions – Review, recommend and implement (as the Client may approve from time to time) allocation of the various Financial Functions to be performed to each of: (A) RSI's personnel, (B) the Client's personnel, (C) the Former Employees in accordance with the Transition Services Agreements, and (D) any other available staffing and/or other external service providers.

   ii. Ongoing Review and Revisions – The Consultant will recommend (from time to time) such revisions to such allocation(s) of functions as may be necessary or advisable in view of the Client's continuing reduction and winding-down of its operations in the United States and abroad.

b. Supervision – Assist the Client with supervising the personnel performing the Financial Functions.

Core Financial Tasks

c. Assist the Client in performing the following aspects of the Client's daily financial management:

i. Subject to the provisions of the Bankruptcy Code and any order of the Bankruptcy Court, review and recommend approval of all payments to vendors, lenders and others, including confirmation of the creditors and amounts to be paid;

ii. Supervision of preparation of financial statements, including Monthly Operating Reports or other reporting in connection with Client's Chapter 11 Proceedings, by the Client's transitional staff, FTI, Mazars and/or other external accounting services providers;

iii. Approval of (*i.e.*, sign-off as to) such financial statements prepared by transitional staff, FTI, Mazars and/or other external accounting providers; and

iv. Management and fulfillment of the requirements of the Client's Transition Services Agreements with: (A) parties that have recently purchased segments/units of the Client's business and (B) parties that in the future may purchase remaining segments/units.

Other Financial Management and Oversight

d. Assist the Client, to the extent requested or advisable, to: **(i)** oversee and verify the appropriateness of the Client's cash receipts, including confirmation of the amounts to be received and the identities of the payors, **(ii)** oversee and manage the Client's payroll and related deductions/withholding, **(iii)** manage the Client's bank and other accounts, **(iv)** develop and prepare such budgets as may be necessary or advisable, and monitor the Client's performance against such budgets, **(v)** at the request of the Client, respond to requests for information and data from the Creditors Committee, individual secured parties, the Bankruptcy Court, trade creditors, etc., **(vi)** review and evaluate the Client's entry into any new financial/payment obligations, **(vii)** review and evaluate the Client's reduction of existing financial and payment obligations (including through settlements with vendors, settlements of litigation, etc.), **(viii)** communicate as to financial matters with vendors and creditors, and parties with whom the Client has entered (or may enter) into transactions, **(ix)** support the Client's entry into and closing of transactions, **(x)** identify and implement needed or appropriate accounting controls, **(xi)** support, in cooperation with the Client's counsel, the preparation of financial documents and schedules as needed for use in the Client's Chapter 11 proceeding and **(xii)** oversee and manage the Client's tax matters.

e. Assist client in reconciliation of claims of creditors with books and records of Client.

f. Assist in preparation of any disclosure statement and plan of liquidation to be filed in the Chapter 11 Proceedings.

Services as Chief Financial Officer

g. Effective as of July 8, 2019, the Consultant shall have Mr. Kasoff serve as the Client's Chief Financial Officer ("CFO") to implement and accomplish the customary functions of such office and the tasks and actions set forth in Sections 3(a) through 3(d) above (such services of Mr. Kasoff performing the functions of CFO, the "CFO Services").

h. Effective as of such date, the Consultant shall also have Mr. Kasoff as CFO perform, to the extent that he (in his sole discretion) deems the same to be necessary or appropriate, the following: **(i)** review and approval of the Client's cash receipts and disbursements, **(ii)** review and approval of the Client's credit usage, **(iii)** review and approval of any proposed budget relating to the use of cash collateral of any secured lender of Client, **(iv)** serving as the Client's primary contact person and liaison with such lenders, vendors and others as the Client may designate, **(v)** development with the Client's Management and FTI of budgets as needed, **(vi)** review and approval of the Client's personnel structures and staffing for cash management, treasury and financial functions (including the use of external providers), **(vii)** review of the Client's sales and purchases of assets and services, **(viii)** review of the Client's payments and liquidations of liabilities and **(ix)** to the extent needed, daily reconciliation of the opening and closing balances of the any ongoing lending facilities, taking into account: (A) advances under any such facilities, (B) collections of accounts receivable, (C) cash receipts from operations (other than accounts receivable), (D) cash receipts from other loans, (E) operating expenses and (F) bank fees.

i. The Client agrees and confirms that as CFO, Mr. Kasoff will report to Katten and/or FTI, as appropriate, on a day-to-day basis or as otherwise requested. The Parties agree and confirm that the Client's personnel involved in the Financial Functions shall report directly to Mr. Kasoff as CFO. In all events, the Board of Directors or other governing body of the Client entity to which a decision relates shall have final decision-making authority with respect to the Client's business and may extend or limit the authority of the CFO hereunder in its sole discretion. For the avoidance of doubt, the CFO shall not have the authority to terminate the retention of any other professionals or advisors retained by Client or otherwise limit such services or prohibit or inhibit payment of any allowed fees or expenses.

j. The CFO Services performed by Mr. Kasoff shall extend for the duration of the Term.

k. As CFO, Mr. Kasoff shall be an officer of the Client (*i.e.*, of each of the constituent entities that constitute the Client) and shall be entitled to such indemnification agreements, indemnifications and limitations of liability (under the Client's respective charters, bylaws, operating agreements, indemnification agreements and otherwise) and insurance coverages (including Director & Officer, Fidelity and other insurance policies) as are, or were prior to the Petition Date, afforded to the Client's senior executive officers and are otherwise acceptable to Mr. Kasoff. The Client shall ensure that all of such agreements, limitations and coverages are in place and effective as of July 8, 2019 and shall remain in place and effective on terms and conditions reasonably acceptable to Mr. Kasoff at all times during the Term of this Agreement. The Client shall promptly furnish Mr. Kasoff with such evidence of the effectiveness of any thereof, and the inclusion of Mr. Kasoff in the coverage thereunder, as Mr. Kasoff may from time to time reasonably request.

l. The Consultant confirms that: (i) its compensation for having Mr. Kasoff perform the CFO Services is part of the remuneration set forth in Section 5 below and (ii) neither the

Consultant nor Mr. Kasoff shall be entitled to any separate fees, compensation or other remuneration of any kind for Mr. Kasoff's performance of the CFO Services.

m. Mr. Kasoff as CFO shall have such check-signing authority (if any) as the Client may deem appropriate.

4. **Matters Relating to Services**

a. As a condition to the Consultant's continuing provision of the Services, the Client will apply for and obtain, as soon as practicable but in no event later than August 5, 2019, an appropriate order of the Bankruptcy Court in form and substance acceptable to the Consultant and Mr. Kasoff (the "Retention Order"): **(i)** granting Mr. Kasoff the authority to serve as CFO of the Client from and after the Effective Date of July 8, 2019, **(ii)** approving the Client's payments to the Consultant (under Sections 5, 7 and 8(b) below) for Services performed prior to the date of issuance of such court order as well as for Services to be rendered after such date of issuance, and **(iii)** approving all other terms of this Agreement. The terms of the Retention Order shall be controlling with respect to any matter herein and the terms hereof shall be subject to the terms of the Retention Order.

b. During the Term, the Client shall: (i) provide Mr. Kasoff and the Consultant's other personnel with access to the Client's various locations (to the extent reasonably recommended by the Consultant) in order to facilitate the Consultant's performance of the Services and (ii) furnish to the Consultant such financial statements, business records and other documents and instruments as the Consultant may specify as necessary or desirable for its performance of the Services.

5. **Compensation for Services**

The Client shall pay to the Consultant for its performance of the Services from the Effective Date through and including the end of the Term, and the Consultant shall be entitled to receive from the Client, the compensation set forth below:

a. Weekly Fee – For the first two weeks of employment, or such longer period as may be agreed between the Parties, from the Effective Date in Section 4(a), a flat fee of $50,000.00 per week, based on the staffing of three (3) personnel described in Section 6 below (the "Weekly Fee Services").

b. Hourly Fee – For the period following the first two weeks of employment or such longer period as may be agreed between the Parties, until the termination of this Agreement, Consultant shall be entitled to charge an hourly fee based on the staffing of personnel at the rates set forth and as otherwise in accordance with Section 6 below (the "Hourly Fee Services").

6. **Staffing**

The Client has indicated that for performance of the Services, it is requesting a senior-level individual, a mid-level individual and a junior-level individual ("Consultant Staffing"). In accordance with this request, the Consultant is staffing the Services with three (3) personnel, as follows: (a) Mr. Kasoff, (hourly rate of $650) (b) one (1) Senior Associate (hourly rate of $375) and (c) one (1) Associate (hourly rate of $225). In the event the Client desires to modify the Services, including the CFO Services, or the Consultant Staffing, the Parties will discuss and use their reasonable efforts to agree upon such a modification to the scope of the Services or staffing, and related adjustments to the compensation set forth in this Agreement.

7. Expenses and Disbursements

The Client will reimburse the Consultant weekly (subject to obtaining any required approval of the Bankruptcy Court), in accordance with Section 8(b) below, for all reasonable, pre-approved, out-of-pocket disbursements and expenses that the Consultant and/or its personnel incur in the course of performing the Services hereunder outside of a fifty (50) mile radius around the Client's headquarters offices in New York City. Such out-of-pocket expenses will include air travel costs, hotel and local travel costs, meals while traveling, and incidental expenses while performing work related to the Services (such as overnight mail charges, office supplies, etc.). Material expenses (*i.e.*, those in an amount of $500 or more) will be subject to prior approval by Katten. The Client will reimburse the Consultant for the reasonable fees and expenses of its counsel with respect to the review and negotiation of this Agreement as well as any application to the Bankruptcy Court to retain the services of the Consultant, *provided however*, that the amount reimbursed for such fees and expenses of counsel shall not exceed $10,000 in the aggregate.

8. Invoices; Payments; Certain Remedies

a. **Invoices** For purposes of this Agreement, the Consultant's week shall commence on the Effective Date and run for 7 days. On or before Monday evening each week (commencing on Monday, July 15, 2019), the Consultant will render an invoice to the Client for the Weekly Fee Services or Hourly Fee Services, as applicable, and reimbursable disbursements and expenses relating to the Services rendered during the previous week (each such invoice, an "Invoice", and collectively, the "Invoices"). Each Invoice for Weekly Fee Services shall include: (a) a description of the Services performed, (b) the Weekly Fees due and (c) the reimbursable expenses incurred by the Consultant during such week (with an itemized list of such reimbursable expenses). Each Invoice for Hourly Fee Services shall include (a) the identity of the person performing the services, the time worked by such person, a description of the work performed and that person's billing rate, (b) the Hourly Fees due and (c) the reimbursable expenses incurred by the Consultant during such week (with an itemized list of such reimbursable expenses).

b. **Payments** Subject only to the requirements set forth in Section 8(a) above, entry of the Retention Order and the terms of the Retention Order, the Client shall pay to the Consultant, not later than the close of business on the third (3^{rd}) Business Day following the date on which an Invoice is issued, in immediately available funds, an amount equal to the Invoice. The Client shall make each such payment via wire transfer to an account specified by the Consultant.

c. **Certain Remedies** If the Client fails to timely make a payment as required under Section 8(b) above or under any other provision of this Agreement, or if the Client materially breaches any other provision of this Agreement, then the Consultant shall give the Client written notice specifying such failure or breach. If the Client fails to cure such breach within five (5) Business Days after its receipt of such notice: (i) the Consultant may suspend or discontinue the performance of the Services or terminate this Agreement without any further liability or obligation to the Client, without limitation as to the Consultant's rights and remedies to obtain full payment of all amounts and disbursements due or to become due in accordance with the terms and conditions of this Agreement, and/or (ii) either Party may seek relief from the Bankruptcy Court with respect to any disputed or unpaid amount. For this purpose, "Business Day" means any day other than a Saturday, Sunday or holiday on which commercial banks in New York City are required or authorized to close.

9. Retainer

Upon entry of the Retention Order, the Client shall pay to the Consultant, by wire transfer of immediately available funds to an account the Consultant shall specify in writing, a retainer of $100,000 against any and all sums due and owing to the Consultant under this Agreement. The Consultant, in its sole discretion, may hold such retainer balance as security against amounts to be paid, or apply such retainer balance in payment of amounts due and owing but unpaid. After the Term, the Consultant shall promptly return to the Client any unused amount of such retainer.

10. Return of Documents and Property

Upon the expiration or termination of the Term and provided that all amounts due to the Consultant hereunder have been paid to the Consultant, the Consultant shall, upon written request from the Client, deliver or cause to be delivered to the Client: (a) all documents and materials, including, without limitation, computer files, relating to the Client's business affairs, and (b) all documents, materials, equipment and other property, including, without limitation, computer files, computer programs, computer operating systems, computers, printers, scanners, telephones, credit cards and identification cards, belonging to the Client, which in either case are in the possession or under the control of the Consultant; provided, however, that (i) the Consultant shall not be responsible for any loss, damage, destruction or unauthorized third-party use of such documents or materials that result from any cause other than the Consultant's own gross negligence or willful misconduct or breach of Section 13 hereof (relating to Confidentiality), and (ii) the Consultant may retain copies of such materials that contain, comprise or relate to the Consultant's work product. The Consultant shall pay the cost of any copies of materials that contain, comprise or relate to the Consultant's work product that it will retain.

11. Certain Representations

The Consultant and the Client each represents and warrants that it has the full power and authority to be bound, and intends to be bound, by all of the terms and conditions set forth herein and to execute all documents and perform all acts and transactions required hereby.

12. Indemnification

a. The Client is responsible for the accuracy, completeness and propriety of information that it provides to the Consultant and Mr. Kasoff concerning the Client's business, employees, services, finances, liabilities, obligations, organization, legal status, and business and accounting practices. The Client shall indemnify and hold the Consultant harmless from and against all losses, damages, liabilities, claims, demands, lawsuits, costs and expenses, including reasonable attorneys' fees and disbursements, that the Consultant may incur or be liable for arising out of or in connection with any of the following: (i) any (alleged or actual) false, misleading, inaccurate or incomplete information provided to the Consultant, or any (alleged or actual) omission of any material fact, in connection with performance of the Services; (ii) any matter arising from the Consultant's rendering of services to the Client pursuant to this Agreement other than claims resulting from the Consultant's gross negligence, willful misconduct, or material breach of its or his obligations hereunder; (iii) any matter or thing relating to, arising out of, or concerning the business, employees, services, finances, liabilities, obligations, organization, legal status, regulatory compliance, business practices, accounting practices, payroll practices, relationships, operations, activities, acts, omissions, records, history or other affairs of any kind or nature of the Client or of its suppliers, vendors, customers, clients, owners, directors, managers, officers, employees, personnel, contractors, agents or representatives or (iv) the collection by the Consultant of any sums due to be paid by the Client to the Consultant pursuant to the terms of this Agreement or otherwise relating to the Consultant's enforcement of the rights provided to the Consultant under this Agreement. In connection with Client's indemnification obligations, the Client shall reimburse the Consultant promptly for, or at the Consultant's option advance amounts sufficient to cover, any legal or other fees and expenses.

b. The Consultant shall indemnify and hold the Client harmless from and against all losses, damages, liabilities, claims, demands, lawsuits, costs and expenses, including reasonable attorneys' fees and disbursements, that the Client may incur or be liable for arising out of or in connection with any of the following: (i) any claims resulting from the Consultant's gross negligence or willful misconduct in its rendering of services to the Client pursuant to this Agreement, or material breach of its obligations hereunder or (ii) the Client's enforcement of the rights provided to it under this Agreement.

c. The Parties' respective obligations to indemnify under this <u>Section 12</u> include payment for all expenses (including reasonable attorneys' fees and disbursements) incurred by the other Party in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry served upon or directed to such other Party or any of its personnel or affiliates that relates to the indemnifying Party, its business or its industry that arises out of any litigation, proceeding, investigation or inquiry involving such indemnifying Party. The Party claiming indemnification agrees to promptly notify the other Party upon its (or his) receipt of any such subpoena, demand or other directive, and to cooperate with such other Party, at such other Party's expense, in connection with such other Party's response thereto.

13. Confidentiality

a. Subject to such disclosure as may be required in the Client's Chapter 11 proceedings, each Party hereto shall hold in strict confidence from any third party the contents of this Agreement, and will make it available only to other persons or entities on a need-to-know basis as may be required to facilitate the Consultant's performance of the Services, and to its professional advisors (and, in the Client's case, its lenders).

b. The Consultant acknowledges that in the course of its performance hereunder it may be furnished with or may otherwise receive or have access to proprietary information or material that relates to past, present or future financial information, client lists, business processes, technical information and data, marketing plans, and/or business strategies relating to the business affairs and operations of the Client (collectively referred to as the "Confidential Information"). The Consultant acknowledges that the Confidential Information to be furnished is in all respects confidential in nature, and that any disclosure or use of the same by the Consultant (including Confidential Information that may have been disclosed prior to the Effective Date, except as provided in this Agreement or necessary for the Consultant to perform the services contemplated under this Agreement), may cause serious harm or damage to the Client. Therefore, the Consultant agrees that it will not use the Confidential Information furnished for any purpose except as contemplated by this Agreement, and agrees that it will not, either directly or indirectly, disclose this Confidential Information either in whole or in part, to any third party; provided, however, that: (i) the Confidential Information furnished may be disclosed to those officers and employees of the Consultant, and the Consultant's attorneys, who require such Confidential Information for the purpose of performing services related to this assignment or in connection with the collection of amounts due to the Consultant (but in such case only to the extent reasonably required), and to those advisors and/or representatives of the Consultant as to whom the Client shall have given its prior written consent, which consent shall not be unreasonably withheld (it being understood that those directors, officers, employees, advisors, attorneys, consultants and representatives will be informed by the Consultant of the confidential nature of such Confidential Information and will be directed by the Consultant to treat such Confidential Information confidentially); (ii) the Consultant may make any disclosure required to be made by it under applicable law or order of a court of competent jurisdiction if its counsel determines that it is necessary to do so and the Consultant gives prior written notice thereof to the Client, using its reasonable efforts to hold discussions with the Client prior to disclosure, and cooperates in all reasonable respects with the Client in the Client's effort to quash any subpoena or court order or otherwise prevent, delay and/or limit the disclosure of such Confidential Information; and (iii) any disclosure of the Confidential Information may be made to which the Client consents in writing. In addition, the limitations on the disclosure of Confidential Information as provided herein shall not apply to any Confidential Information that: (A) is publicly known other than by breach of this Agreement by the Consultant, (B) is given to the Consultant by someone else who is not obligated to maintain confidentiality other than any lenders of the Client or (C) the Consultant had acquired prior to the Effective Date from a third party not under a duty of confidentiality, as evidenced by documents.

14. **Limitation of Liability**

In no event shall the Consultant or Mr. Kasoff be liable, in damages or otherwise, to the Client for any good faith error of judgment or other act or omission performed or omitted by the Consultant or by Mr. Kasoff, respectively, under or otherwise in respect of this Agreement, except for acts or omissions that constitute gross negligence, willful misconduct or a material breach hereof. Furthermore, in no event shall the Consultant or Mr. Kasoff be liable, as a direct or indirect result of the performance of its or his duties under this Agreement, for: (a) special, indirect, consequential or punitive damages or (b) any amount that exceeds the aggregate compensation (exclusive of costs, expenses and other amounts reimbursed to the Consultant under this Agreement) that the Consultant shall have actually received pursuant to this Agreement.

15. **Successors and Assigns**

Neither the rights nor the obligations of any Party to this Agreement may be transferred or assigned without the prior written consent of the other Party; provided, however, that the Client may assign its rights and obligations under this Agreement to any entity that is an Affiliate (as defined below) of the Client (or of one of the corporate entities comprising the Client) provided that (i) any assignee assumes in writing all obligations of the Client to the Consultant under this Agreement and (ii) the Client remains liable to the Consultant for the due performance of the Client's obligations and undertakings set forth in this Agreement. Any purported transfer or assignment in violation of this Agreement shall be ab initio null, void and of no force or effect whatsoever. For the purposes hereof, "Affiliate" means parent entities and subsidiaries of the Client and entities under Common Ownership (as defined herein) with the Client, and "Common Ownership" means majority ownership or control of an entity by a majority of the beneficial owners of the Client.

16. **Notices**

Any notice required or permitted under this Agreement shall be deemed to have been effectively made or given if in writing and either: (a) personally delivered, (b) delivered by a reputable overnight delivery service, prepaid for next-day delivery, or (c) sent by facsimile. Unless otherwise changed by notice delivered in accordance with the provisions hereof, notice shall be properly addressed to the Consultant if addressed to: **Realization Services, Inc.**, Attention: Barry L. Kasoff, President, 124 David's Hill Road, Bedford Hills, New York 10507, fax number (914) 234-6424, with a copy to: Jonathan Helfat, Esq., Otterbourg P.C., 230 Park Avenue, New York, New York 10169, fax number (212) 682-6104; and properly addressed to the Client if addressed to: **Sizmek Inc.**, Debtor and Debtor in Possession, Attention: Tom Smith, Vector Capital, One Market Street Steuart Tower, 23rd Floor San Francisco, California 94105, fax number (415) 293-5100 with a copies to Steven Reisman, Esq., Katten Muchin Rosenman LLP, 575 Madison Ave, New York, New York 10022, fax number (212) 940-8776 and Peter Siddiqui, Esq., Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661, fax number (312) 902-1061.

17. **Independent Contractor Status**

The Consultant shall serve under this Agreement as an independent contractor of the Client, and, as such, shall be solely responsible for obtaining worker's compensation insurance with respect to its employees as statutorily required. As between the Consultant and the Client, the Consultant will be responsible for all taxes arising from the consulting fees paid to the Consultant hereunder. The Parties acknowledge that the Consultant is not a fiduciary of, nor in a fiduciary relationship with, the Client and that nothing contained herein is intended to establish a partnership, joint venture, association, principal/agent or any other similar relationship between the Parties.

18. **Governing Law**

This Agreement shall be construed in accordance with, governed by and enforced under the laws of the State of New York without regard to principles of conflicts or choice of laws.

19. **Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement shall be determined in accordance with the Bankruptcy Code before the Bankruptcy Court in the Chapter 11 Proceedings. Accurate Information

20. **Accurate Information**

In connection with this Agreement, the Client will furnish the Consultant with all information concerning the Client that the Consultant reasonably deems appropriate for its performance of the Services hereunder, including all information concerning the Client's business, assets, operations and financial condition, and the Client will provide the Consultant with access to its officers, directors, accountants and counsel for discussions and consultations at such times as the Consultant may reasonably request. The Consultant shall be entitled to rely upon any and all information supplied by the Client and its officers and agents. The Client represents, warrants and covenants that all such information and documentation supplied to the Consultant shall be true, correct and complete to the best of its knowledge. All non-public information concerning the Client that is given to the Consultant will be used solely in the course of the performance of the Consultant's services hereunder and will be treated confidentially in accordance with the confidentiality provisions of this Agreement.

21. **Miscellaneous**

a. The liability of the Client (*i.e.*, **Sizmek Inc.** and its affiliated companies signatory hereto as set forth on the signature page(s) below) for the payment and performance of the obligations of the Client hereunder shall be joint and several. Except as may otherwise be expressly provided herein, each Party intends that this Agreement shall not benefit or create any right or cause of action in any person or entity other than the Parties hereto, it being the express intention of the Parties not to create any third-party beneficiaries to this Agreement.

b. Any forbearance or failure on the part of either Party to enforce or obtain any of its rights hereunder shall not constitute or be deemed a waiver and shall be applicable only to the specific event or matter then at hand and shall not constitute or be deemed a waiver or abandonment of any other rights hereunder, and this Agreement shall continue in full force and effect as though such forbearance or failure had not occurred.

c. If any provision of this Agreement is found to be illegal, invalid or unenforceable, such finding shall not affect the legality, validity or enforceability of the other provisions of this Agreement, which shall remain in effect unless the Consultant deems such provision(s) to be essential to this Agreement, in which case the Consultant may terminate this Agreement immediately upon written notice to the Client, without limitation as to the Consultant's rights and remedies to obtain full payment of all amounts and disbursements due in accordance with the terms and conditions of this Agreement.

d. This Agreement and any attachments hereto shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other agreements and understandings between the Parties with respect to the specific subject matter hereof. In executing this Agreement, the Parties have not relied and do not rely on any statements, inducements, promises, or representations made by each other (except as expressly provided herein) or any other party or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement.

e. This Agreement may not be changed, altered or modified except by a writing signed by an authorized representative of each of the Parties.

f. Notwithstanding any termination or expiration of this Agreement, the following Sections shall survive and remain in full force and effect for the periods set forth below: (i) <u>Sections 1, 4(a), 5, 7, 8, 9, 10 and 11</u>, until the final resolution of the rights and obligations of the Parties therein, (ii) <u>Section 12</u>, until all possible claims for indemnification thereunder have either been adjudicated to a final, non-appealable conclusion, or extinguished under applicable statutes of limitation and (iii) <u>Sections 13, 14, 15, 16, 17, 18, 19, 20</u> and this <u>Section 21</u>, until the foregoing Sections mentioned in this <u>subsection (f)</u> are no longer in effect.

g. The Parties agree that the terms and provisions of this Agreement are the result of negotiations between the Parties and/or their counsel, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Agreement.

h. Each of the Parties represents and warrants to the other that it has had full opportunity to obtain, and has in fact obtained, the advice of its own legal counsel with respect to this Agreement and the transactions contemplated. This Agreement may be signed in counterparts and shall become effective as if executed in a single, complete document upon its execution by all Parties. Facsimile signatures of the Parties will have the same force and effect as original signatures.

CONSULTING AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CLIENT:

SIZMEK INC.,

By: ______________________________

____

Its: ___________________

CONSULTANT:

REALIZATION SERVICES, INC.

By: Barry Kasoff MB

Barry L. Kasoff, its President

POINT ROLL, INC.

By: ______________________________

Its: ___________________

SIZMEK DSP, INC.

By: ______________________________

Its: ___________________

SIZMEK TECHNOLOGIES, INC.

By: ______________________________

Its: ___________________

WIRELESS ARTIST LLC

By: ______________________________

Its: ___________________

WIRELESS DEVELOPER, INC.

By: ______________________________

Its: ___________________

[Signatures continued on next page]

X PLUS ONE SOLUTIONS, INC.

By: ______________________________
Its: ____________________

X PLUS TWO SOLUTIONS, INC.

By: ______________________________
Its: ____________________

[End]

CONSULTING AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CLIENT:

SIZMEK INC.,

By: George Pappachen
____
Its: Corporate Officer

POINT ROLL, INC.

By: George Pappachen
Its: Corporate Officer

SIZMEK DSP, INC.

By: George Pappachen
Its: Corporate Officer

SIZMEK TECHNOLOGIES, INC.

By: George Pappachen
Its: Corporate Officer

WIRELESS ARTIST LLC

By: George Pappachen
Its: Corporate Officer

WIRELESS DEVELOPER, INC.

By: George Pappachen
Its: Corporate Officer

CONSULTANT:

REALIZATION SERVICES, INC.

By:__________________________
Barry L. Kasoff, its President

[Signatures continued on next page]

X PLUS ONE SOLUTIONS, INC.

By: George Pappachen

Its: Corporate Officer

X PLUS TWO SOLUTIONS, INC.

By: George Pappachen

Its: Corporate Officer

[End]

<u>Exhibit B</u>

Kasoff Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
SIZMEK INC., *et al.*,[1]	)	Case No. 19-10971(SMB)
Debtors.	)	(Jointly Administered)

DECLARATION OF BARRY L. KASOFF IN SUPPORT OF DEBTORS' MOTION FOR ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AUTHORIZING AND APPROVING RETENTION AND EMPLOYMENT OF BARRY KASOFF OF REALIZATION SERVICES, INC. AS CHIEF FINANCIAL OFFICER

I, BARRY L. KASOFF, being duly sworn, state the following under penalty of perjury:

1. I am the President of Realization Services, Inc. ("Realization"). I submit this declaration (this "Declaration") in support of Debtors' *Motion for Order Pursuant to Sections 105 and 363 of the Bankruptcy Code Authorizing Retention and Employment of Barry Kasoff of Realization Services, Inc. as Chief Financial Officer* (the "Motion").[2] Except as otherwise noted, all facts herein are based on my personal knowledge, information gathered from review of relevant documents, and information supplied by other Realization employees. If Realization discovers any additional information bearing on the issues discussed herein and in the Motion, it will use reasonable efforts to file promptly a supplemental declaration as needed to disclose that information.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Sizmek Inc. (4624); Sizmek DSP, Inc. (2319); Point Roll, Inc. (3173); Sizmek Technologies, Inc. (6402); Wireless Artist LLC (0302); Wireless Developer, Inc. (9686); X Plus One Solutions, Inc. (8106); and X Plus Two Solutions, LLC (4914). The location of the Debtors' service address for purposes of these chapter 11 cases is: 401 Park Avenue South, Fifth Floor, New York, NY 10016.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Application.

Scope of Services

2. Subject to further order of the Court and the Consulting Agreement, I, with assistance from my staff at Realization, will provide such CFO services that Realization and Debtors deem appropriate and feasible in the course of these Chapter 11 Cases, including but not limited to the following (collectively, the "Services"):

Financial Functions

a. Day-to-Day Functions – Assisting Debtors to ensure the performance, on a daily basis, of all necessary functions relating to Debtors' cash management, treasury, bank account and internal and external financial statement/financial reporting matters ("Financial Functions") in an appropriate and cost-effective manner. Such assistance will include (without limitation) the following:

    i. Evaluation of Staffing and Allocation of Functions – Reviewing, recommending and implementing (as Debtors may approve from time to time) allocation of the various Financial Functions to be performed to (respectively): (a) Realization's personnel, (b) Debtors' personnel, (c) the Former Employees in accordance with the Transition Services Agreements, and (d) any other available staffing and/or other external service providers.

    ii. Ongoing Review and Revisions – Recommending (from time to time) such revisions to such allocation(s) of functions as may be necessary or advisable in view of Debtors' continuing reduction and winding-down of its operations in the United States and abroad.

b. Supervision – Assisting Debtors with supervising the personnel performing the Financial Functions.

Core Financial Tasks

c. Assisting Debtors in performing of the following aspects of Debtors' daily financial management:

    i. Subject to the provisions of the Bankruptcy Code and any order of the Bankruptcy Court, reviewing and recommending approval of all payments to vendors, lenders and others, including confirmation of the creditors and amounts to be paid;

    ii. Supervising preparation of financial statements, including Monthly Operating Reports or other reporting in connection with the Chapter 11 Cases, by Transitional Employees, Debtors' financial advisors FTI Capital

Advisors, LLC ("FTI"), Mazars as a provider of certain accounting services for the Debtors and/or other external accounting services providers;

iii. Approving such financial statements prepared by Transitional Employees, FTI, Mazars and/or other external accounting providers; and

iv. Managing and fulfilling the requirements of Debtors' Transition Services Agreements with: (A) parties that have recently purchased segments/units of the Debtors' business and (B) parties that in the future may purchase remaining segments/units.

Other Financial Management and Oversight

d. Assisting Debtors, to the extent requested or advisable, to: (i) oversee and verify the appropriateness of Debtors' cash receipts, including confirmation of the amounts to be received and the identities of the payors, (ii) oversee and manage Debtors' payroll and related deductions/withholding, (iii) manage Debtors' bank and other accounts, (iv) develop and prepare such budgets as may be necessary or advisable, and monitor Debtors' performance against such budgets, (v) at the request of Debtors, respond to requests for information and data from the Committee, individual secured parties, the Court, trade creditors, etc., (vi) review and evaluate Debtors' entry into any new financial/payment obligations, (vii) review and evaluate Debtors' reduction of existing financial and payment obligations (including through settlements with vendors, settlements of litigation, etc.), (viii) communicate as to financial matters with vendors and creditors, and parties with whom Debtors has entered (or may enter) into transactions, (ix) support Debtors' entry into and closing of transactions, (x) identify and implement needed or appropriate accounting controls, (xi) support, in cooperation with Debtors' counsel, the preparation of financial documents and schedules as needed for use in the Chapter 11 Cases and (xii) oversee and manage the Debtors' tax matters.

e. Assisting Debtors in reconciliation of claims of creditors with books and records of Debtors.

f. Assisting in preparation of any disclosure statement and plan of liquidation to be filed in the Chapter 11 Cases.

CFO Services

g. Realization shall have Mr. Kasoff serve as the Debtors' CFO to implement and accomplish the customary functions of such office and the tasks and actions set forth in sub-paragraphs (a) – (f) above. Realization shall also have Mr. Kasoff as CFO perform, to the extent that he (in his sole discretion) deems the same to be necessary or appropriate, the following:

i. Reviewing and approving of Debtors' cash receipts and disbursements;

ii. Reviewing and approving of Debtors' credit usage;

iii. Reviewing and approving of any proposed budget relating to the use of cash collateral of any secured lender of Debtors;

iv. Serving as Debtors' primary contact person and liaison with such lenders, vendors and others as the Debtors may designate;

v. Developing, with the assistance of FTI, budgets as needed;

vi. Reviewing and approving of Debtors' personnel structures and staffing for cash management, treasury and financial functions (including the use of external providers);

vii. Reviewing of Debtors' sales and purchases of assets and services;

viii. Reviewing of Debtors' payments and liquidations of liabilities; and

ix. To the extent needed, daily reconciliation of the opening and closing balances of the any ongoing lending facilities, taking into account: (A) advances under any such facilities, (B) collections of accounts receivable, (C) cash receipts from operations (other than accounts receivable), (D) cash receipts from other loans, (E) operating expenses and (F) bank fees.

3. I will supervise and coordinate performance of the Services and be responsible for the overall assignment. I and Realization will report to the respective Boards of Directors of the Debtors.

Professional Compensation

4. Commencing on July 8, 2019, for the first two weeks of Realization's employment, or such longer period as may be agreed between Debtors and Realization, Debtors shall pay to Realization a flat fee of $50,000 per week for its performance of the Services (the "Weekly Fees"). The Weekly Fees are based on Realization's staffing of three personnel on the matter: myself, one senior associate; and one associate.

5. For the period following the first two weeks of employment, or such longer period as may be agreed between Debtors and Realization, Realization shall be compensated based on

its hourly fees calculated using the following hourly rates: (a) myself as CFO, $650; (b) senior associate, $375; (c) associate, $225 (the "Hourly Fees").

6. Debtors shall also reimburse Realization for its reasonable out of pocket disbursements and expenses as set forth in the Consulting Agreement (the "Expense Reimbursements"). Material expenses (*i.e.*, those in an amount of $500 or more) will be subject to prior approval by Debtors' counsel.

7. Realization requests that the Court permit Debtors to pay Realization the Weekly Fees, the Hourly Fees, and Expense Reimbursements on a weekly basis without further order of the Court.

8. Also, Realization requests that the Court approve Debtors' payment to Realization a retainer in the amount of $100,000 against any and all sums due and owing to Realization under the terms of the Consulting Agreement.

Indemnification Provisions

9. As set forth in the Consultant Agreement, Debtors have agreed to indemnify Realization from and against any matter arising from the Realization's rendering of services to Debtors pursuant to the Consulting Agreement other than claims resulting from the Realization's gross negligence, willful misconduct, or material breach of its obligations under the Consulting Agreement (the "Indemnification Provisions"). I believe that the Indemnification Provisions are customary and reasonable and should be approved.

Disinterestedness and Eligibility

10. In connection with the preparation of this Declaration, Realization conducted a review of its contacts with Debtors, their affiliates and certain entities holding large claims against or interests in Debtors that were made reasonably known to Realization. A listing of the parties reviewed is reflected on **Schedule 1** to this Declaration. Realization's review, completed

under my supervision, consisted of a query of the **Schedule 1** parties within an internal computer database containing names of individuals and entities that are present or recent former clients of Realization. A summary of such relationships that Realization identified during this process is set forth on **Schedule 2** to this Declaration.

11. Based on the results of this review, Realization does not have a relationship with any of the parties on **Schedule 1** in matters related to these proceedings. Realization has provided and could reasonably be expected to continue to provide services unrelated to Debtors' cases for the various entities shown on **Schedule 2**. To the best of my knowledge, no services have been provided to these parties-in-interest which involve their rights in Debtors' cases, nor does Realization's involvement in this case compromise its ability to continue such consulting services.

12. Further, as part of its diverse practice, Realization appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties-in-interest in Debtors' Chapter 11 Cases. Also, Realization has performed in the past, and may perform in the future, consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition, Realization has in the past, may currently and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to Debtors and these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to Debtors in matters upon which Realization is to be employed, and none are in connection with these cases.

13. As of the Petition Date, Realization did not hold any claim against Debtors, but, in an abundance of caution, any such claims that may nevertheless exist are waived.

14. Realization does not believe it is a "creditor" with respect to fees and expenses of any of Debtors within the meaning of section 101(10) of the Bankruptcy Code.

15. As such, to the best of my knowledge, Realization is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Realization is not a creditor, an equity security holder, or an insider of Debtors; is not and was not, within two years before the date of the filing of Realization's chapter 11 petitions, a director, officer, or employee of Debtors; and does not have an interest materially adverse to the interest of Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, Debtors, or for any other reason.

16. In addition, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, Realization neither holds nor represents an interest adverse to Debtors. It is Realization's policy and intent to update and expand its ongoing relationship search for additional parties-in-interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, Realization will promptly file a supplemental affidavit.

17. For all of the above reasons, the proposed retention is reasonable, customary, necessary, appropriate, and in the best interests of all parties-in-interest.

[*Remainder of page intentionally left blank*]

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

Dated: July 10, 2019

Respectfully submitted,

/s/ Barry L. Kasoff

Barry L. Kasoff
President
Realization Services, Inc.

Schedule 1

List of Schedules

Schedule	**Category**
1(a)	Debtor Entities
1(b)	Non-Debtor Entitles
1(c)	Current Officers and Directors
1(d)	Former Officers and Directors
1(e)	Affiliates of Current or Former Directors
1(f)	Non-Debtor Directors / Managers / Managing Directors
1(g)	Equity Holders
1(h)	Secured Lenders
1(i)	Depository Banks
1(j)	Major Insurers
1(k)	U.S. Bankruptcy Court Judges (S.D.N.Y.)
1(l)	U.S. District Court Judges (S.D.N.Y.)
1(m)	U.S. Trustee (S.D.N.Y.)
1(n)	Bankruptcy Professionals
1(o)	Major Vendors and Employees
1(p)	Landlords
1(q)	Major Equipment/Software Lessors
1(r)	Customers
1(s)	Utilities
1(t)	Litigants
1(u)	Regulatory Agencies
1(v)	Taxing Authorities
1(w)	Third Party Administrators

<u>**Schedule 1(a)**</u>

Debtor Entities

Sizmek Inc.

Sizmek Technologies, Inc.

Sizmek DSP, Inc.

Point Roll, Inc.

X Plus Two Solutions, LLC

X Plus One Solutions, Inc.

Wireless Developer, Inc.

Wireless Artist LLC

Schedule 1(b)

Non-Debtor Entitles

Solomon Acquisition Corp.

View Point Japan K.K.

Sizmek Technologies, Ltd.

Peer39 (Israel) Ltd.

EyeWonder Europe GmbH

EyeWonder Benelux BV

Rocket Fuel Italia

Rocket Fuel Nordics Filial

Rocket Fuel Ltd.

Rocket Fuel Ltd Sucursal En Espana

Rocket Fuel (Australia) Ltd

Rocket Fuel Ltd

Rocket Fuel GmbH

Rocket Fuel Publicidade Ltda

Rocket Fuel Czech Services s.r.o.

Rocket Science Media Inc.

Sizmek Propoganda Digital Do Brazil LTDA

Sizmek Technologies Mexico SA DE CV

Sizmek Technologies S.R.L.

Sizmek Technologies Ltd

Sizmek Technologies Pty. Limited

MediaMind Technologies (Shanghai) Ltd.

Sizmek SARL

Sizmek Technologies K.K.

Sizmek Technolgies GmbH

Sizmek Technologies Phils. Inc.

Sizmek Spain SL

StrikeAD Asia Pte. Ltd.

Sizmek Technologies Sweden AB

Sizmek d.o.o Beograd

Sizmek Technologies sp. z.o.o.

Zestraco Investments Limited

Schedule 1(c)

Current Officers and Directors

Mark Grether

Sascha Wittler

George Pappachen

Mark Grether

Tom Smith

Marc Heimowitz

Schedule 1(d)

Former Officers and Directors

Eugene Davis	John Gardner
Alex Beregovsky	George John
Jay N Goldberg	Clark Kokich
Alex Beregovsky	Mone Zweben
Jay N Goldberg	E. Randolph Wootton III
Rich LeFurgy	John J. Lewis
Mark Wright	John D. Palmer
Robert Hower	Sean N. Markowitz
John Nardone	Neil H. Nguyen
Sarah Fay	Alex Kleiner
Ed See	Evan Blum
Lisa Lambert	Andrew Bronstein
Glen Lewy	Andrew M. Hepburn Jr.
Susan Bostrom	Neil H. Nguyen
Ronald Codd	Kenneth Saunders
William Ericson	David A. Rawden
Richard Frankel	Elizabeth Ritzcovan

Schedule 1(e)

Affiliates of Current or Former Directors

Vector Capital Corporation

Schedule 1(f)

Non-Debtor Directors/ Managers/ Managing Directors

Hadar Fellus

Barbara Elihayu-Froesch

Ravit Cohen

Karina Guseinov

Barbara Eliyahu-Froesch

Andrew M. Hepburn, Jr.

Marko Luković

Mats Hellström

Anders Lundberg

Wilson Zerbini

Pedro Travesedo Loring

Santiago Durlach

Andrew Nelson

Idit Sharoni

Ian Christopher Haigh

Alan C. Fontanosa

Ian Dominic M. Oriño

Lloyd T. Tan

Magnus Johansson

Andrew McNab

Tomas Vinkler

Thomas Peter

Brian O’Donoghue

Anthony Pane

Shuji Yoshihara

Schedule 1(g)

Equity Holders

Vector Capital Corporation

Solomon Acquisition Corp.

Schedule 1(h)

Secured Lenders

Sizmek Finco, LLC (Vector Capital Management)

Cerberus Levered Loan Opportunities Fund III, L.P.

Cerberus NJ Credit Opportunities Fund, L.P.

Cerberus ASRS Holdings LLC

Cerberus KRS Levered Loan Opportunities Fund, L.P.

Cerberus PSERS Levered Loan Opportunities Fund, L.P.

Cerberus FSBA Holdings LLC

PEPI CAPITAL, L.P.

Schedule 1(i)

Depository Banks

JP Morgan Chase

Comerica

Wells Fargo

HSBC UK

Silicon Valley Bank

Signature Bank

Schedule 1(j)

Major Insurers

AIG

National Union Fire Insurance Company

Berkeley Technology Underwrites

Berkeley National Insurance Company

Berkeley Australia

ACE American Insurance Company

Chubb Limited

Greenwich Insurance Company

AXA XL Insurance

Schedule 1(k)

U.S. Bankruptcy Court Judges (S.D.N.Y.)

Chief Judge Cecelia G. Morris

Judge Stuart M. Bernstein

Judge Shelley C. Chapman

Judge Robert D. Drain

Judge James L. Garrity Jr.

Judge Martin Glenn

Judge Robert E. Grossman (visiting)

Judge Sean H. Lane

Judge Mary Kay Vyskocil

Judge Michael E. Wiles

Schedule 1(l)

U.S. District Court Judges (S.D.N.Y.)

Judge Ronnie Abrams

Chief Judge Colleen McMahon

Judge Deborah A. Batts

Judge Richard M. Berman

Judge Vincent L. Briccetti

Judge Vernon S. Broderick

Judge Naomi Reice Buchwald

Judge Valerie E. Caproni

Judge Andrew L. Carter Jr.

Judge Kevin P. Castel

Judge Denise L. Cote

Judge Paul A. Crotty

Judge George B. Daniels

Judge Paul A. Engelmayer

Judge Katherine Polk Failla

Judge Katherine B. Forrest

Judge Jesse M. Furman

Judge Paul G. Gardephe

Judge Thomas P. Griesa

Judge Charles S. Haight

Judge Alvin K. Hellerstein

Judge Lewis A. Kaplan

Judge Kenneth M. Karas

Judge John F. Keenan

Judge John G. Koeltl

Judge Victor Marrero

Judge Alison J. Nathan

Judge Paul J. Oetken

Judge William H. Pauley III

Judge Loretta A. Preska

Judge Jed S. Rakoff

Judge Edgardo Ramos

Judge Nelson S. Roman

Judge Lorna G. Schofield

Judge Cathy Seibel

Judge Louis L. Stanton

Judge Sidney H. Stein

Judge Richard J. Sullivan

Judge Laura Taylor Swain

Judge Robert W. Sweet

Judge Analisa Torres

Judge Kimba M. Wood

Judge Gregory H. Woods

Schedule 1(m)

U.S. Trustee (S.D.N.Y.)

Victor Abriano

Joseph Allen

Susan Arbeit

Christine Black

Amanda Cassara

Maria Catapano

Danny A. Choy

William K. Harrington

Benjamin J. Higgins

Alicia Leonhard

Brian S. Masumoto

Ercilia A. Mendoza

Mary V. Moroney

Richard C. Morrissey

Joseph Nadkarni

Serene Nakano

Cheuk M. Ng

Lisa Penpraze

Linda Riffkin

Ilusion Rodriguez

Kathleen Schmitt

Andrea B. Schwartz

Paul K. Schwartzberg

Shannon Scott

Sylvester Sharp

Guy A. Van Baalen

Andy Velez-Rivera

Greg M. Zipes

Schedule 1(n)

Bankruptcy Professionals

FTI Consulting, LLP

FTI Capital Advisors, LLC

Klee, Tuchin, Bogdanoff & Stern LLP

Kirkland and Ellis LLP

Schedule 1(o)

Major Vendors and Employees

Index Exchange, Inc.

AOL Advertising formerly AdTech US Inc

Vector Capital Management, LP

Appnexus

LiveRamp formerly Acxiom Corporation

Placemedia, Inc.

Openx Technologies Inc

PubMatic, Inc.

Google Inc. - DoubleClick

Media.net Advertising FZ-LLC

Rubicon Project Ignc.

Integral Ad Science, Inc. formerly Adsafe

Lohika Systems, Inc.

RhythmOne (US) Holdings Inc

Facebook, Inc

Bidswitch Inc

Sovrn formerly Lijit Networks, Inc.

Cox Comet, LLC

Double Verify, Inc.

GumGum, Inc.

Oracle America Inc.

Sonobi Inc.

EMX Digital LLC

Oath (Americas) Inc formerly AOL Advertising Inc

Outbrain Inc.

SpotXchange, Inc.

Neustar Information Services, Inc.

Proskauer Rose LLP!

Beachfront Media LLC

EntIT Software LLC

Nielsen

Exelate, Inc.

EMC Corporation_

PulsePoint, Inc.

ShareThis, Inc

Native Ads Inc

comScore Inc - USD only

Hewlett - Packard Financial Services Company

Telaria, Inc formerly Tremor Video, Inc.

District M inc.

Sigma Technology Solutions, Inc.

AppNexus, Inc.

Neustar

Wide-Out Workforces Inc.

FHE3 GmbH

Smart Adserver

MoPub, Inc

Evoque Dawn US Holdings LLC

Grubhub Holdings Inc

FreeWheel formerly Sticky Ads TV S.A.

Moat Inc.

Zayo Group, LLC

Confiant Inc.

Equinix, Inc

Media Shakers Corp.

Culhane Meadows Haughian & Walsh, PLLC

Veirano Advogados Associados

Aon Risk Insurance Services West, Inc.

Oracle - Crosswise Ltd

Eyeota Pte Ltd

Hardeep Bindra

Yieldlab AG

Addison Professional Financial Search

Xoriant Corporation

Geniee International Pte Ltd.

ServicEngine

AerServ LLC

BEZEQ INTERNATIONAL LTD

Keith Birkmair Splash Consulting of Missouri LLC

Tapad, Inc.

Internap Networks Services Corp

Cogent Communications, Inc

Oracle-Datalogix, Inc.

Placed, Inc.

SuccessFactors, Inc.

Guckenheimer Enterprises, Inc.

Neustar Data Services, Inc.

Dark Charm Creative, LLC / Nettie M Tien

Sigma Technology solutions Inc

CoreSite, L.P.

Telstra International Limited

Digiday

Smaato Inc.

System Soft Technologies, LLC

Facebook

Equinix (Netherlands) B.V

AT&T Corp Data

Heritage Global SA

PWC Israel - Kesselman & Kesselman

Transunion Corp

Liberty Mutual Insurance

SAP America Inc.

RiskIQ, Inc.

Osborne Clarke LLP

Level 3 Financing Inc aka level

Kevin Maguire

Carat USA, Inc.

CDW

GTT (formerly Neutral Tandem)

Taboola, Inc

Sacks, Ricketts & Case LLP

Brand Innovators LLC

AdExchanger.com Jebbert LLC

ADP, Inc

Upgrade S.R.L.

Pubnative GmbH

Stroeer SSP GmbH

Mark Grether

ALAN G. CAMPBELL

Kalie Nitzsche

Eastridge Workforce Solutions

MANAGED BY Q Inc

CEB Inc.

IAB Interactive Bureau , Inc.

Evidon, Inc. fka Ghostery, Inc.

UPS dba United Parcel Service of America, Inc.

Equinix (Germany) GmbH

Harvest Digital Limited

Proper Digital Marketing Agency

Kaiser Permanente

John DeGeorge

RingCentral Inc.

Zoom Video Communications, Inc.

GTT Communications, Inc

John Dolan

Marketo, Inc

DeWeese & Associates, PLLC

Carlos Cox

Saba Software Inc

Joseph Castro

Signature Cleaning Services, Inc.

Las Vegas Resort Holdings, LLC dba SLS Las Vegas

Swapnil Ramesh Gaikar

Grant Thornton LLP

Entech Network Solutions, LLC.

Softlayer an IBM Company

Everbridge, Inc.

Canteen Refreshment Service

John M. Douglas

Merkle Inc.

Romanoff Consulting

Brittany Haynie

Donna S. Yearsley

Adswerve, Inc.

NTT America, Inc.

Canary LLC

STS Solutions Inc.

Iron Mountain Information Management, Inc.

Holwick Constructors, Inc.

XO Communications, LLC dba XO Holdings

Adloox

Creditors Adjustment Bureau, Inc.

Evite, Inc.

Danielle Rutkin

Office Depot Inc.

Nimira Patel

Integral Ad Science (International) Wire

WiLine Networks Inc.

Sprint

ADP, LLC

De-Cix (Wire)

Nikos Acuna Gatmaytan

Abhishek Dhawan

Daniel Chang

Christie da Silva

John D. Palmer

Regine M Ingram

Jacob Glaser

Verizon (WDA)

Teletrax BV

Anthony Bickham

Consulting Maine, Inc

ACC Business

TrustArc, Inc formerly TRUSTe

Laundry Liaison

Connatix Native Exchange Inc.

Amsalem Business Travel LLC

Borden Ladner Gervais

Anthony Lane

Grubhub For Work

JW Player, Inc.

ERI Economic Research Institute, Inc.

Mitel Networks Inc. formerly ShoreTel

Amanda Crowley

ALKU Technologies , LLC

OpsGenie, Inc.

EE Expense reports

Serpa, John (E)

Richard Lyons

Shavana Wong

IC 233 Building Company LLC

Morningstar Realtime Data Ltd

Anaplan INC.

SUBLIME SKINZ Inc.

Exectransport Inc aka East Coast Executive

Drennen, Genevieve (E)

Fuze SEO, LLC

Rappy & Company, Inc

Sterling Infosystems Inc. DBA Sterling Testing Systems Inc.

US Bank Business Equipment Finance Services

Michael Quinn

Michael Caprio

Corporate Essentials

forceAmp.com LLC

Jennifer M Mitchell

129 West 29th Street, LLC

Travis Borth

Equinix Hong Kong Limited

George Pappachen

Shira Lasoff

Consumers Energy - Electric-WDA

Michelle Feliciano

Alexander Kotsatos

Danielle Bracamonte

Suzanne Price

Google Inc (MediaBuy)

Jarrett Hettena

Rachel G Jones

IqOptions Europe LTD

Amanda Bleich

Capitol Vending and Coffee Co

Anna Binder

Thomson Reuters-West Publishing Corporation

Google Ireland Holdings Unlimited Company

Genevieve Cook

David Fischer

James Gray

Lightower Fiber Networks I, LLC dba Light Tower Fiber Long Island, LLC

Grant Thornton LLP - Canada

Joaquin A Estrada

Spectrotel Holding Company LLC

Steven Couch

Heidi Aguilar

Alicia Dooley

Atrium Staffing, LLC

Thomas Miller

Daniel Vasquez

Samantha Mandor

Mark Rodriguez

David Feinstein

Steven McGrail

Redwood City School District

Erin Petty

Sally Clayton

Industrial Carting Cutting Room dba Recycling Corp

Filmless, Inc.

Gomez Sara Garrido

Ryan Deleva

Robert Templin

Andrew Burdack

Superior Plantscapes DBA KSJV First Equity Inc.

Interior Foliage Design, Inc

Jenna Katherine Abrams

I2I Technology LLC

Michelle Tangorra

Megan McCarthy

Mark D'Andrea

Kilpatrick Townsend & Stockton, LLP

Bee Communications Inc

Pedro Travesedo Loring

Daniel Gutman

Internap Network Services

Ryan McCarthy

Jennifer McMurray-Esquivel

Marie Kilroy

Tyler Romasco

Lisa Bruner

Sabrina Marsh

Kimia Alnouri

John Miskel

Consumers Energy - Gas-WDA

Stephanie Parks

Daniel Frazier

Clarice Sanvicente

Wilson, Sonsini, Goodrich & Rosati

Shaun Lin

Maria Gentis

Thomas Kernan

Jason Brown

Eytan Fox

Jessica Wilson

Daniel Vellone

Christopher Catalano

Youna N Kim

Fluct, Inc.

Adam McGilvray

Jose Flores

Johnnie Yu

Lanier Parking Solutions V, LLC dba Lanier Parking Solutions

Joshua Koran

Jon Scofield

Cablato Ltd

PR Newswire Association LLC Cision

Verizon inc.

John Daly

Therese-Heather Belen

Alexis Bautista

Pure Green Corp DBA Mizari West Enterprises, INC.

Christopher Jones

Equinix, Inc.

Gazit Ovadia

John M Kalland

Jane Park

William Farrell

Edward Moran

Khuyen Nguyen

Sizmek Technologies, Inc. formerly MediaMind Inc.

Sascha Wittler

Theresa Hoytal

Fedex

Shred-it USA

Control Air Conditioning Service Corporation

Estes Forwarding Worldwide LLC

Comcast Holdings Corporation - Chicago DSL

CintAs Corp-WDA

Brian D Rodriguez

Stephen George

Claire Schwab

Maya Lowenstein

Aaronson, Matt (E)

Brant D Nesbitt

Amit Baxi

Errol Pierre-Louis

Mr. Ankit Bindal

Carrie Pluchino

David McArdle

Jordan Carly Levenstein

Justin A Dawson

Petula Camacho Dias

Michael Fielding

Lianne Chin

Luis Placeres Cazares

Adeel Cochinwala

Jessica Goff

Jessica Matta

Jennifer Westerfield

Nancy Hill

Patrick Bevilacqua

Rachel Sanchez

Jonathan Henning

Mattingly Print Services LLC DBA Ernie's Print Shop

Discovery Benefits Inc

Alissa Coronna

Jessica Stanton

Alexandra Fiore

Curvature, Inc.

Harvard Maintenance, Inc.

Choong Ling Ho

Oracle America, Inc

John Cowan

Advanced Shred!

AT&T Mobility LLC

Rachel Cramer

Lindsey Allen

1920 McKinney Ave Tenant LLC.

Christopher McMahon

Assurant (Union Security Insurance Company / Sun Life Insurance)

Kathleen Dugan

Ehrlich formerly Eradico Pest Services

CyberSource

David Baez

Bevco Service, Inc

Luke Daniel Barnes

Amazon Web Services, Inc.

North Carolina Department of Revenue

Likqid Media

Arun Chatterjee

Tax Agency CA

SP Plus Corporation

Washington Department of Revenue

Google Inc

Optimum formerly Cablevision on CONN

Google Inc

MailChimp

Comcast

BRE River North Point Owner

Godaddy.com

Erik K Hermes

Google Inc.

LinkedIn Corporation

MediaMath, Inc.

Harsh Gupta

UPS

Glasser, Robert (E)	Tiaa Commercial Finance Inc
Visual DNA Imagini Europe Limited (Wire)	2121 Park Place Fee Owner CA LLC
Lightower Fiber Networks II, LLC	Washington Speakers Bureau - WSB
CenturyLink	Garic, Inc.
Regus Corporation	Cogent Communications, Inc.
Dimension Data	Equinix Services Inc
Altice Business	NFS Leasing Inc
ASA Computers, Inc.	Dell Financial Services LLC
Thompson, Kirk (E)	Kirkland and Ellis LLP
Comerica	Cerberus Business Finance, LLC
CREFII-SCC, LLC	

Schedule 1(p)

Landlords

195 Broadway Property LLC

Getty Images (US) Inc.

Informaticia LLC

401 Park Avenue South Associates, LLC

BRE River North Point Owner LLC

Manduka LLC

Peer Street Inc

2121 Park Place LP

Nitel Inc

Morphe LLC

Vokal, LLC

Intuit, Inc

4050, LLC

IKEA Purchasing Services US, Inc.

CREFII-SSC, LL

Bremere Holding, LLC

TechSpace Geary, Inc.

IC 233 BUILDING COMPANY LLC

BRE HH Property Owner LLC

XL Construction Corporation

Waterstone Staffing Holdings, LLC

Baruch Triad LLC

Texas EZPawn LP

WeWork Uptown

ASB Hardware Block Venture, LLC

Wakely Consulting Group, LLC

MessageGears, LLC.

101 West Grand LLC

Sansome Holdings, L.P.

Peachtree Offices at Perimeter LLC

Büro Miami

Banyan Street/Gap 191 Peachtree Owner LLC

IC 233 BUILDING COMPANY LLC

Schedule 1(q)

Major Equipment/Software Lessors

Dell Inc

Digital Security Controls Ltd

NFS Technology Group

Garic, Inc.

HP Inc

Schedule 1(r)

Customers

Discover Financial Services

Citibank NA

FCA US LLC (Chrysler Group, LLC)

Adobe Systems Incorporated

Basis DSP (SiteScout) US

Amazon.com, Inc.

AudienceX

Razorfish, LLC

Team One Advertising

AMNET

JPMorgan Chase & Co

Yahoo! JAPAN

Accenture Digital - Chicago, IL

Verizon Communications Inc.

Strategic Media Services, Inc.

New Business

Universal McCann

Butler Till

M+R

GSD&M

ShareThis, Inc.

Horizon Interactive NY

MEDIA IQ DIGITAL LTD

PHD (PHD Media L.L.C.)

Digitas

Mindshare USA, LLC

Neo@Ogilvy

TCAA

Mirum Inc.

PROCTER & GAMBLE ITALIA S.P.A.

Peer39

ACG

The Travel Corporation USA

IAC/InterActiveCorp

The Richards Group, Inc.

The New York Times Company

Search Optics Limited

Spark

Amazon Europe - US

Zimmerman Advertising

NerdWallet

Kaspersky Lab UK

MediaCom

Pathway Group LLC

Alley Group Pty Ltd

Elite SEM

HUAWEI TECHNOLOGIES MANAGED SERVICES (UK) CO., LTD

Monahan Media

Merkle Inc.

Reseller APAC

Unicell BR

The PNC Financial Services Group, Inc. (PNC Bank)

Yahoo Inc.

PHD Media, Barcelona, ES

National Cinemedia, LLC (NCM Fathom)

Great Call, Inc

CBS Local Digital Media

Richemont

IKON COMMUNICATIONS PTY LTD

Maxus Communications LLC

Mindshare - Barcelona, ES

Lightreaction Billing ES

AKA GROUP LTD

MAYO SEITZ MEDIA, INC.

The American Automobile Association Inc (AAA)

Horizon Media Inc NY

Mediacom Vietnam

Havas Media (formerly Media Contacts/MPG)

Interactive Avenues Marketing Media India

Burrell Communications Group, LLC

IPG holdings Mexico

MJR Creative Group

Reseller APAC

VALENTINO IT

DMX Media B.V.

Boelter + Lincoln

FCA Italy Spa (Fiat Group Automobiles SpA)

NVIDIA Corporation

Mobile Momentum NV

Pandora Media, Inc.

Mindshare SPA

AMS Media Group Ltd

Tracy-Locke, Inc.

Deutsch, Inc.

Volkswagen Group United Kingdom Limited

Dentsu Holdings USA, Inc

Piv Net Inc.

Apple Inc.

OMD IT

Mindshare

Ackerman McQueen, Inc

TELE2 RU

OMD International LTD

RIU HOTELS (ES)

The National Trust

Unilever United States, Inc.

SBAB Bank AB

CLEAR SCORE TECHNOLOGY LIMITED

PMG Worldwide, LLC

Proof Advertising

Italiaonline S.p.A.

VGW HOLDINGS LIMITED

Goodway Group

Jaguar Land Rover Deutschland GmbH

ADGRAVITYGROUP SL.

Telkom_Amplifi ZA

Blizzard Entertainment, Inc.

VIDEOSLOTS LTD

Mediacom UK Ltd

Light Reaction Germany GmbH / Quisma

Tripadvisor EMEA

EWE TEL GmbH

OMD

Smiledirectclub, LLC

ASUS GLOBAL PTE, LTD

THERMO FISHER SCIENTIFIC INCORPORATED

Clearly

Athlon Media Group

Conversant

Starcom

MEC

Reseller APAC

Graham Oleson of Colorado, Inc.

Mindshare Worldwide

Centro LLC (South)

Sampoerna ID

Tiffany & Co.

Benedictus Media Buying & Planning Pty Ltd

UNILEVER PLC

Folkefinans As Norge, Filial Sverige

Cadreon UK

Roar Media

Blue 449 (Previously Optimedia)

LG BR

AGENDA 21 DIGITAL LTD

Team Mazda

Publicis Media Italy Srl

Pathfinder Interactive LLC

Click Chilli Limited

VOLKSWAGEN GROUP ITALIA SPA

OMD Barcelona

Wargaming Europe SAS

Starcom Indonesia

Mindshare China

Gannett.com

Bounce Exchange Inc.

Pokerstars

Unilever ID

United Media Group

ASSOCIATES IN ADVERTISING LTD

Schedule 1(p)

Utilities

Abakus, Inc

ACC Business

ACCESS ONE, INC.

Aerospike, Inc.

Afilias Technologies Limited (wire)

Agosto Inc.

Airbrake Technologies Inc.

Almondnet Inc

Amazon Web Services, Inc.

amsix (wire)

AppNexus, Inc.

ASA Computers, Inc.

At&t (Nexonia)

AT&T Corp Data

Audience Project ApS

Audiens S.r.l.

BEZEQ INTERNATIONAL LTD

Bugcrowd, Inc.

Catchpoint Systems Inc.

CenturyLink

Cisco WebEx, LLC

Cogent Communications, Inc

Comcast Holdings Corporation - Chicago DSL

comScore Inc - USD only

Confiant Inc.

Continuent, Ltd

CoreSite, L.P.

CUEBIQ INC.

Curvature, Inc.

De-Cix (Wire)

DigiCert, Inc.

Double Verify, Inc.

Elasticsearch, Inc.

EMC Corporation_

EntIT Software LLC

Equinix (Germany) GmbH

Equinix (Netherlands) B.V

Equinix Hong Kong Limited

Equinix Services Inc

Equinix, Inc

Estes Forwarding Worldwide LLC

Evite, Inc.

Evoque Dawn US Holdings LLC

Exelate, Inc.

Eyeota Pte Ltd

Gazit Ovadia

GitHub

Godaddy.com

GoDaddy.com, LLC

Gogoair (Nexonia)

GTT (formerly Neutral Tandem)

GTT Communications, Inc

Hewlett - Packard Financial Services Company

IBM Corp.

INFINIDAT

Integral Ad Science (International) Wire

Integral Ad Science, Inc. formerly Adsafe

Internap Networks Services Corp

Iron Mountain Inc

Iron Mountain Information Management, Inc.

Level 3 Financing Inc aka level

Lightower Fiber Networks I, LLC dba Light Tower Fiber Long Island, LLC

LiveRamp formerly Acxiom Corporation

MailChimp

MATRIX

Merkle Inc.

Mitel Networks Inc. formerely ShoreTel

Moat Inc.

Morningstar Realtime Data Ltd

Neustar

Neustar Data Services, Inc.

Neustar Information Services, Inc.

New Relic, Inc.

Nielsen

NTT America, Inc.

Oracle - Crosswise Ltd

Oracle America Inc.

Oracle-Datalogix, Inc.

Register.com, INC.

RingCentral Inc.

RiskIQ, Inc.

SAP America Inc.

ScyllaDB Inc

Sigma Technology Solutions, Inc.

Snowflake Computing Inc.

Spectrotel Holding Company LLC

Spectrum DBA Time Warner Cable Inc.

Stonebranch, Inc.

Switch

Systran

Taldor Communication LTD

Tapad, Inc.

Team-Netcom Ltd

Techmind LTD

TechSpace Geary Inc.

Telstra International Limited

TeraSky Ltd.

Truvantis, Inc.

Verizon inc.

, Inc.

Viant Technology Holding Inc.

Whether or Knot LLC dba Aeris Weather

WiLine Networks Inc.

XO Communications

XO Communications, LLC dba XO Holdings

Zayo Group, LLC

Zoom Video Communications

Schedule 1(q)

Litigants

Nicole Dugan

Arun Chatterjee

Aslan Chidester

Alexandre Morais

Wilson Zerbeni

Schedule 1(r)

Regulatory Agencies

Department of Justice

Federal Bureau of Investigation

US Attorneys Office

Schedule 1(s)

Taxing Authorities

State of California

State of Colorado

State of Connecticut

State of Delaware

State of Florida

State of Georgia

State of Illinois

State of Massachusetts

State of Michigan

State of Minnesota

State of Nevada

State of New Jersey

State of New York

State of North Carolina

State of Pennsylvania

State of Texas

State of Virginia

State of Washington

District of Columbia

New York City, NY

City of El Segundo

City of San Francisco

Redwood City

City of Dunwoody

Upper Merion Township

Schedule 1(p)

Third Party Administrators

ADP

Mazars

Sequoia Consulting Group

Aetna

Kaiser

VSP

Liberty Mutual

Discovery Benefits

Schedule 2[1]

1. **Wells Fargo Bank, National Association** – Realization was retained by Wells Fargo Bank, National Association within the last 24 months to serve as a financial advisor in connection with four separate financing facilities unrelated to any of the Debtors or these Chapter 11 Cases. I personally worked on each of these engagements. All of these engagements have concluded as of the date of this declaration.

[1] Schedule reflects the search results from a query of the Schedule 1 parties within an internal computer database containing names of individuals and entities that are present or recent former clients of Realization for the 24 months immediately prior to the date of this declaration.