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[Proposed] Counsel for Boards of Directors of Debtors Jagged Peak, Inc. and TradeGlobal North America Holding, Inc.

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

In re: Jagged Peak, Inc., ☒ Affects this Debtor.	Case No.: BK-S-19-15959-MKN Chapter 11 **LEAD CASE** **Jointly Administered with:**
In re: TradeGlobal, LLC, a Delaware limited liability company, ☒ Affects this Debtor.	Case No.: BK-S-19-15960-MKN Chapter 11
In re: TradeGlobal North America Holding, Inc., a Delaware corporation, ☒ Affects this Debtor.	Case No.: BK-S-19-15961-MKN Chapter 11 Hearing Date: November 20, 2019 Hearing Time: 9:30 a.m.

DECLARATION OF MICHAEL R. NESTOR IN SUPPORT OF APPLICATION FOR AN ORDER AUTHORIZING EMPLOYMENT OF YOUNG CONAWAY STARGATT & TAYLOR, LLP AS COUNSEL TO THE BOARDS OF DIRECTORS OF DEBTORS JAGGED PEAK, INC. AND TRADEGLOBAL NORTH AMERICA HOLDING, INC. *NUNC PRO TUNC* TO THE PETITION DATE

MICHAEL R. NESTOR, under penalty of perjury, declares:

1. I am a partner with the firm of Young Conaway Stargatt & Taylor, LLP ("Young Conaway"). Except as otherwise indicated, all of the facts set forth in this Declaration are based upon my personal knowledge of Young Conaway's operations and finances, information learned from my review of relevant documents, and information supplied to me by other partners and employees of the firm. If called upon to testify as to the content of this Declaration, I could and would do so.

2. I submit this Declaration in support of the *Application for an Order Authorizing Employment of Young Conaway Stargatt & Taylor, LLP as Counsel to the Boards of Directors of Debtors Jagged Peak, Inc. and TradeGlobal North America Holding, Inc.* Nunc Pro Tunc *to the Petition Date* submitted on the date hereof (the "Application").[1]

3. The Boards of Directors of Debtors Jagged Peak, Inc. and TradeGlobal North America Holding, Inc. (together, the "Boards") have selected Young Conaway to serve as their counsel because Young Conaway possesses extensive knowledge and expertise in the areas of law that will be relevant to counseling the Boards in the course of these chapter 11 cases (the "Chapter 11 Cases").

4. Based on Young Conaway's experience and expertise generally, I believe Young Conaway is well qualified and uniquely able to represent the Boards and to address effectively and efficiently the potential legal issues and problems that may arise in the context of the Chapter 11 Cases.

5. The terms of Young Conaway's retention are set forth in the Engagement Agreement, attached hereto as Exhibit "A". The services of Young Conaway are appropriate and necessary to enable the Boards to execute their duties with respect to corporate governance generally, and the restructuring and reorganization of the Debtors specifically. Subject to further

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Application.

order of this Court, and consistent with the terms of the Engagement Agreement, Young Conaway will continue to advise the Boards regarding their fiduciary duties and board processes generally.

6. The Debtors seek to retain and employ Cozen O'Connor and Garman Turner Gordon LLP, as well as certain other law firms to advise the Debtors in these Chapter 11 Cases.

7. The services Young Conaway will perform for the Boards will be complementary rather than duplicative of the services to be performed by these other law firms. Young Conaway intends to monitor and coordinate with other estate professionals so as to prevent duplication of effort whenever possible.

8. I do not believe that any Young Conaway representation or relationship would give rise to a finding that Young Conaway represents or holds an interest adverse to the Boards, the Debtors or their estates with respect to the services for which Young Conaway would be retained.

9. I do not believe that Young Conaway's representation of both Boards constitutes a conflict of interest.

10. In connection with its proposed retention as counsel to the Boards, Young Conaway advised the Debtors and the Boards that it researched its client database pursuant to Young Conaway's standard procedures to determine whether it had any relationship with significant parties in interest in these cases. In performing this research, Young Conaway relied on the schedule of potential parties in interest to these Chapter 11 Cases obtained from the Debtors' counsel (collectively, the "Interested Parties"). To the extent that the research indicated that Young Conaway had or has a connection with any of these entities, such information is disclosed below.

11. Young Conaway has previously represented the following parties, or affiliates of the following parties, who may be Interested Parties, in matters wholly unrelated to the Debtors and these Chapter 11 Cases:

a. American Express;

b. Aramark Refreshment Services;

c. Chase Bank;

d. Chubb & Son;

e. Comcast Holdings Corporation;

f. Con-Way Freight;

g. Dell Marketing L.P.;

h. DHL Express USA;

i. DIRECTV;

j. Federal Express Corporation;

k. Honeywell Lyric;

l. Ingersoll Rand Company;

m. Iron Mountain;

n. Johnson Controls Security Solutions;

o. JP Morgan Chase Bank N.A.;

p. Mobile Mini, Inc.;

q. Ogletree Deakins Nash Smoak & Stewart P.C.;

r. Orkin;

s. Time Warner;

t. Toyota Financial Services;

u. Tyco Integrated Security; and

v. United Parcel Service.

12. Young Conaway currently represents the following parties, or affiliates of the following parties, who may be Interested Parties, in matters wholly unrelated to the Debtors and these Chapter 11 Cases:

a. Amazon;

b. CSC;

c. Cushman & Wakefield;

d. MetLife;

e. T-Mobile; and

f. Verizon.

13. Young Conaway may continue to represent such entities in the future in matters unrelated to the Debtors and these Chapter 11 Cases.

14. Young Conaway may occasionally interact with certain of the professional firms that have been or are proposed to be employed by the Debtors or other parties in these Chapter 11 Cases and that may be rendering advice to other parties in interest in these Chapter 11 Cases.

15. To the best of my knowledge, no attorney or employee at the firm is related to any United States Bankruptcy Judge or District Court Judge for the District of Nevada or to the United States Trustee for such district or any employee in the office thereof.

16. The schedule of potential parties in interest to these Chapter 11 Cases obtained from the Debtors' counsel is expected to be updated during the Chapter 11 Cases. Young Conaway will continue to review the relationships its attorneys may have with potentially interested parties and to determine whether any relationships exist other than those set forth herein. As may be necessary, Young Conaway will supplement this Declaration if it becomes aware of any relationship that should be disclosed.

17. Young Conaway is a "disinterested person" as that term is defined in section 101(14) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") in that Young Conaway, its partners, counsel, and associates:

a. are not creditors, equity security holders, or insiders of the Debtors;

b. are not and were not, within two (2) years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and

c. do not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

18. Young Conaway intends to apply for allowance of compensation for professional services and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice for the United States Bankruptcy Court for the District of Nevada, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Young Conaway will use in these Chapter 11 Cases are the same as the hourly rates and corresponding rate structure Young Conaway applies in other restructuring, as well as non-restructuring matters, whether in court or otherwise, regardless of whether a fee application is required.

19. Young Conaway, subject to this Court's approval, will bill at its standard rates, which as of the date of this Application are: $510 to $1,325 for partners, $335 to $545 for associates, and $120 to $285 for legal assistants, subject to change from time to time as provided for in the Engagement Agreement. I will primarily be responsible for Young Conaway's representation of the Boards. My hourly rate is $905. Other attorneys and paraprofessionals will assist in the representation of the Boards at Young Conaway's standard hourly rates in effect for those personnel.

20. Young Conaway's hourly rates are set at a level designed to compensate the firm fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. The rates and rate structure provided by Young Conaway are appropriate and reflect the complex and time sensitive nature of the matters Young Conaway will be handling.

21. These hourly rates are subject to periodic adjustments (typically January 1st of each year) to reflect economic and other conditions. Young Conaway will provide notice of any rate

increases to the Debtors, the Boards, the Office of the United States Trustee for the District of Nevada, and any official committee appointed in these cases.

22. Young Conaway will maintain detailed records of actual and necessary costs and expenses incurred in connection with legal services it provides to the Boards. The Debtors and the Boards have been advised that Young Conaway will also seek reimbursement of its expenses pursuant to its policies set forth in the Engagement Agreement, which generally involve passing through all properly reimbursable expenses to the client.

23. Prior to the commencement of the Chapter 11 Cases, on September 16, 2019 Young Conaway received a $50,000 retainer related to its services for the Boards and applied $21,575.30 of this prepetition payment to outstanding fees incurred in connection with representing the Boards.

24. Young Conaway holds a $28,424.70 prepetition retainer which Young Conaway shall apply towards post-petition fees and expenses, after such post-petition fees and expenses are approved by the Court.

25. Young Conaway has not shared, nor agreed to share any compensation it has received or may receive with another party or person, other than with the partners of Young Conaway.

26. Except as disclosed herein, neither I, Young Conaway, nor any partner or associate of Young Conaway represents any interest adverse to the Boards, the Debtors, or their estates in the matters regarding which Young Conaway is to be retained.

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.

Date: October 23, 2019

/s/ Michael R. Nestor
MICHAEL R. NESTOR

EXHIBIT A

Engagement Agreement

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YOUNG CONAWAY STARGATT & TAYLOR, LLP
Attorneys at Law

WILMINGTON
RODNEY SQUARE

NEW YORK
ROCKEFELLER CENTER

Michael R. Nestor
P 302.571.6699
F 302.576.3321
mnestor@ycst.com

September 11, 2019

Via Email

Re: Engagement Agreement between Young Conaway Stargatt & Taylor, LLP and the Board of Directors of Jagged Peak, Inc. and TradeGlobal North America Holding, Inc.

Young Conaway Stargatt & Taylor, LLP ("Young Conaway") is pleased to accept the representation as special counsel to the Boards of Directors (the "Boards" or "You") of Jagged Peak, Inc. and TradeGlobal North America Holdings, Inc. (collectively, the "Company") on the terms set forth herein.

1. Nature of Engagement

Young Conaway is being engaged to advise the Boards in connection with matters related to the potential financial restructuring of the Company, including any filing under title 11 of the United States Code (the "Restructuring"). It is understood that Young Conaway will not serve as general restructuring counsel for the Company. To the extent possible, given the nature of the engagement, steps will be taken by us to coordinate with the other counsel engaged by the Company and its affiliates and, where practical, to allocate tasks to avoid unnecessary duplication of effort among Young Conaway and the other counsel engaged by the Company and its affiliates. Young Conaway is being engaged by the Boards and does not represent the Company or its individual directors, managers and/or officers.

2. Fee Structure and Retainer

Young Conaway customarily receives a reasonable retainer in matters of this nature. At this time, Young Conaway requires payment of an initial retainer of $50,000 (the "Retainer") in connection with this representation, and the Retainer shall be held as a general security retainer for the duration of this engagement.

The Retainer funds will be held for the purpose of providing a Retainer for professional services to be rendered and expenses to be charged by us to Your account in connection with the representation described above. The Retainer will be held in an interest-bearing account for Your benefit and interest will be credited to the escrow account monthly and will accumulate until the Retainer is applied to our invoices for services or until the balance of the Retainer is

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remitted to the Company at the conclusion of this matter. Enclosed is a tax reporting form, which must be completed, signed by an authorized representative of the Company and returned to us before our bank will open an interest-bearing escrow account for the Company's benefit.

Young Conaway understands that it will receive compensation for services provided and fees incurred in connection with this matter directly from the Company. Notwithstanding the obligation of the Company to pay the fees and costs of Young Conaway in connection with this engagement, the parties understand and acknowledge that Young Conaway's sole responsibility and loyalty is to the Boards.

Young Conaway will send the Company periodic invoices as we determine is necessary to remain under the Retainer, for services rendered and charges and disbursements incurred. The invoices will reflect charges for services rendered calculated on the basis of our guideline hourly rates. Invoices shall be payable upon receipt, *provided, however*, that in the event the Company commences a bankruptcy case and court-approval of Young Conaway's fees is required, then payment shall be made promptly after court-approval, if court-approval is required.

To the extent that the Company prosecutes a case pursuant to the Bankruptcy Code, some fees, charges and disbursements incurred before the filing of a bankruptcy petition (voluntary or involuntary) may remain unpaid as of the date of a bankruptcy filing. Immediately prior to the filing, Young Conaway will prepare an estimated invoice for fees and expenses incurred and deduct such amount from the Retainer which will constitute payment in full of any pre-petition balance. After the filing of a bankruptcy case, the remaining Retainer, together with any additional prepetition retainer paid in anticipation of a bankruptcy filing (the "Post-Petition Retainer"), will be held as security for the payment of post-petition fees and expenses in accordance with any applicable provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedures, local bankruptcy court rules and other applicable laws and rules. Post-petition fees and expenses are to be paid by the Company as set forth in the prior two paragraphs and are not intended to be set off against the Post-Petition Retainer until the conclusion of Young Conaway's engagement.

3. Fees, Charges and Disbursements

Young Conaway's invoices will reflect charges for services rendered, calculated on the basis of our guideline hourly rates. For attorney services, these rates range from $275 to $1,325 per hour. My standard rate is currently $990 per hour. The guideline hourly rate charged for paralegals is $285 to $350 per hour. Our guideline hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors.

Our invoices also will include amounts for charges and disbursements. Such charges and disbursements will include, among others things, charges for messenger services, air couriers, document preparation services, secretarial overtime, photocopying, court fees, travel expenses, postage, materials for large mailings, international long-distance calls and outside telephone conference services and facsimile charges, computerized legal research facilities, computerized document inventory and control, investigative searches, and other charges customarily invoiced

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by law firms in addition to fees for legal services. All such charges and disbursements will be at cost.

4. Confidentiality

Our firm represents many other companies and individuals. Thus, it is possible that during the time we represent You, some of our present or future clients may have disputes or interests adverse to You. Accordingly, this letter will confirm Your agreement that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for You in this matter, even if the interests of such clients in those other matters are directly adverse to You and even if such representation includes litigation against You, provided that we reasonably believe that we will be able to provide competent and diligent representation to You and the other affected clients. We will not represent any party adverse to You with respect to the matters for which You engage us to represent You pursuant to this engagement letter.

Please be assured that, despite any such concurrent representation, we strictly preserve all client confidences and zealously pursue the interests of each of our clients, including in those circumstances in which we represent the adversary of an existing client in an unrelated case. The Company agrees that it does not consider such concurrent representation, in unrelated matters, of the Company and any adversary to be inappropriate and, therefore, waives any objections to any such present or future concurrent representation. Of course, with respect to any particular matter that may arise in connection with any chapter 11 case that may be commenced, we understand that the Company will evaluate all of the circumstances extant at that time and will coordinate assignments among Young Conaway and other counsel to best serve and benefit the Company.

Young Conaway does not typically provide opinion letters in connection with engagements to its clients or to others who might wish to rely on such letters. We do not alter this policy except under very unusual circumstances and then, only upon further written agreement, as approved by a special committee of Young Conaway, which must provide for compensation to us for the special risks attendant to the furnishing of such opinions.

5. Document Retention

Paper and other records which are created or held on Your behalf will be retained by the Firm in accord with law and at its discretion during the pendency of this matter. Unless required by law to be retained in paper or other tangible form, as the case may be, the Firm may scan or otherwise convert all such records to electronic or digital form and dispose of the paper or other tangible record. Notwithstanding the foregoing, the Firm will not convert any record exclusively to electronic or digital form if doing so would violate the law or if the Firm realizes in advance that, in doing so, the information contained in the record would be made illegible or unusable.

All documents and other materials relating to the subject matter of this engagement, including those maintained electronically, will be retained and disposed of in accordance with Young Conaway's document retention policy, which provides generally that Young Conaway will not retain documents relating to this type of engagement for more than six years. As such,

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absent Your prior written request to return documents and other materials at the conclusion of this engagement, all documents and other materials in storage may be destroyed after the expiration of the designated document retention period.

6. Choice of Law/Venue

In the unlikely event that a dispute arises concerning the engagement provided herein, You and Young Conaway agree that this agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, and that the courts of the State of Delaware shall have exclusive jurisdiction of all matters relating, in any way, to any disputes arising from this agreement.

7. Conclusion

You may discharge Young Conaway at any time. Young Conaway may withdraw at any time with Your consent or for good cause without Your consent. Good cause includes Your breach of this agreement (including the Company's failure to pay any statement when due), Your refusal or failure to cooperate with us or any fact or circumstance that would render our continuing representation unlawful or unethical.

Other matters may arise in this representation not set forth in, or contemplated by, this letter. Indeed, given the magnitude of the representation, it would be unusual if this were not the case. Please feel free to contact us to clarify or identify any such matter that may arise in connection with our representation.

The foregoing sets forth the terms regarding Young Conaway's retention. There are no representations or promises other than as expressly set forth herein. If the foregoing terms of our representation meet with Your approval and accurately represent Your understanding of this engagement agreement with Young Conaway, please execute this agreement and return it and the original executed W-9 Form, along with the ~~$75,000~~ $50,000 Retainer, to Young Conaway at Your earliest convenience. ok

Wire transfer instructions for Young Conaway are as follows:

Bank Name: WSFS Bank
Location: 500 Delaware Avenue Wilmington, DE 19801
Routing or ABA #: 031100102
FBO Account #: 208858415
Account Name: Young Conaway Stargatt & Taylor, LLP Attorney Trust Account
Reference: "99999.1471/MNEST"

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We very much look forward to working with You.

YOUNG CONAWAY STARGATT & TAYLOR, LLP

By: */s/ Michael R. Nestor*
Michael R. Nestor

ACCEPTED AND AGREED TO:

_____
Board of Directors of Jagged Peak, Inc., Authorized Person

Date: _____

_____
Board of Directors of TradeGlobal North America Holding, Inc.

Date: _____

FOR PAYMENT OBLIGATION ONLY:

We have read the above letter and agree to
the payment terms and conditions set out herein:

By: DocuSigned by: 4904757A1EC8426...

Name: Michael Mercier

Jagged Peak, Inc.

Date: 9/11/2019

By: DocuSigned by: 4904757A1EC8426...

Name: Michael Mercier

TradeGlobal North America Holding, Inc.

Date: 9/11/2019