

Period Covered	Fees	Expenses	Total
4/19/2021 – 4/30/2021	\$40,000.00	\$207.87	\$40,207.87
5/1/2021 – 5/31/2021	\$40,000.00	\$766.51	\$40,766.51
6/1/2021 – 6/15/2021	\$40,000.00	\$-	\$40,000.00
Sale Fee	\$450,000.00	\$-	\$450,000.00
<i>Less Credit for 50% of Monthly Fees</i>	<i>(\$60,000.00)</i>	<i>\$-</i>	<i>(\$60,000.00)</i>
TOTAL:	\$510,000.00	\$974.38	\$510,974.38

Fee and expense reimbursement (“Expenses”) of \$974.38 for the period commencing April 19, 2021 through and including June 15, 2021 (the “Application Period”), with respect to its services as investment banker to the Debtor. In support of this Application, SSG represents as follows:

JURISDICTION

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction to consider the Application pursuant to the provisions of 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and SSG confirms its consent pursuant to Local Rule 9013-1(f) 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 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016 and Local Rule 2016-2.

BACKGROUND

4. On April 19, 2021 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtor continued to operate and manage its businesses as debtor-in-possession and remained in possession of its assets.

5. Additional information about the Debtor’s business and affairs, capital structure, prepetition indebtedness and the events leading up to the Petition Date can be found in the

Declaration of Robert D. Katz, Chief Restructuring Officer, in Support of Chapter 11 Petition and First Day Pleadings [D.I. 4] (the “First Day Declaration”).

RETENTION OF SSG ADVISORS, LLC

6. To aid in obtaining competitive offers from potential buyers of the Debtor’s assets the Debtor elected to retain SSG to provide pre- and post-petition investment banking services based on SSG’s substantial expertise in advising troubled companies, including in connection with asset sales and related issues.

7. Accordingly, on April 27, 2021, the Debtor filed the *Application/Motion to Employ/Retain SSG Advisors, LLC as Investment Banker to the Debtor* [D.I. 59] (the “SSG Retention Application”), seeking to retain SSG as investment banker to the Debtor pursuant to the terms of the Engagement Letter dated February 24, 2021 (the “Engagement Agreement”). A true and correct copy of the Engagement Agreement is attached hereto and made a part hereof as **Exhibit A**.

8. On May 27, 2021, the Court entered the SSG Retention Order, which sets forth the procedure for monthly and final compensation as well as reimbursement of expenses to SSG in this Chapter 11 Case, pursuant to the terms of the Engagement Agreement. A copy of the Retention Order is attached hereto and made a part hereof as **Exhibit B**.

9. As set forth in the SSG Retention Application, the Engagement Agreement was fully executed and the Debtor formally engaged SSG on February 25, 2021 to serve as its investment banker in connection with a sale of all or a portion of its assets. SSG worked with the Debtor, its counsel, chief restructuring officer and financial advisors to quickly evaluate the Debtor’s business and identify potential buyers. In this regard, SSG conducted due diligence, prepared a teaser,

populated a data room and completed a Confidential Information Memorandum (“CIM”), which described the Debtor’s assets, operations, services and financial history.

10. SSG immediately began its efforts on behalf of the Debtor to sell the Debtor’s assets as a going concern so that the Debtor’s critical services could continue without disruption, ultimately contacting a total of 341 parties to solicit interest in a sale transaction involving the Debtor’s assets. Relevant information regarding the Debtor’s business was made available in a data room, allowing potential bidders to conduct further diligence on the Debtor’s business. The Debtor offered to provide such potential bidders with access to information regarding the Debtor’s assets contained in the data room, subject to the execution of an appropriate confidentiality agreement. Potential bidders were also invited to conduct site visits and meet with management to assess the condition of the assets and the Debtor’s operations. Those efforts resulted in the Debtor’s entry into the non MAT Stalking Horse APA and the MAT Stalking Horse APA as further described below.

11. On April 27, 2021, the Debtor filed the *Motion of Debtor for Entry of Orders (I)(A) Establishing Bidding Procedures; (B) Approving Bid Protections; (C) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts; (D) Approving Form and Manner of Notice; (E) Scheduling a Hearing to Consider Any Proposed Sale; and (F) Granting Certain Related Relief; and (II)(A) Approving a Sale of Some or All of the Assets of the Debtor; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (C) Granting Related Relief* [D.I. 54]. Additionally, on April 30, 2021, the Debtor filed the *Motion of Debtor for Entry of Orders (I)(A) Approving Bidding Protections in Connection With Sale of MAT Assets and Services; (B) Establishing Procedures Relating to Assumption and*

Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts in Connection with Sale of MAT Assets; and (C) Granting Certain Related Relief; and (II)(A) Approving a Sale of the MAT Assets; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the MAT Asset and Services Sale; and (C) Granting Related Relief [D.I. 71] (together with D.I. 54 the “Sale Motions”). The Sales Motions included an objection deadline of May 13, 2021 and proposed bidding procedures hearing scheduled for May 17, 2021 (the “Bidding Procedures Hearing”). Each of the Sale Motions included a Stalking Horse Asset Purchase Agreement (“APA”) with Conexio Care, Inc. (the “Stalking Horse Bidder” or the “Buyer”), a non profit affiliate of Inperium, Inc. In connection with D.I. 54, the Stalking Horse APA included substantially all assets except for the Debtor’s Medication Assisted Treatment (“MAT”) assets (“Non MAT APA”). In connection with D.I. 71, the Stalking Horse APA included all MAT assets (“MAT APA”).

12. Subsequently, on April 27, 2021, in connection with Local Rule 6004-1(c) requiring twenty-one (21) days’ notice prior to the Bidding Procedures Hearing, the Debtor filed the *Motion to Shorten Regarding Motion of Debtor for Entry of Orders (I)(A) Establishing Bidding Procedures; (B) Approving Bid Protections; (C) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts; (D) Approving Form and Manner of Notice; (E) Scheduling a Hearing to Consider Any Proposed Sale; and (F) Granting Certain Related Relief; and (II)(A) Approving a Sale of Some or All of the Assets of the Debtor; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (C) Granting Related Relief [D.I. 56]*. The Debtor also filed the *Motion to Shorten Regarding Motion of Debtor for Entry of Orders (I)(A) Approving Bidding Protections in Connection With Sale of MAT Assets*

and Services; (B) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts in Connection with Sale of MAT Assets; and (C) Granting Certain Related Relief; and (II)(A) Approving a Sale of the MAT Assets; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the MAT Asset and Services Sale; and (C) Granting Related Relief [D.I. 72] on April 30, 2021 (together with D.I. 56 the “Motions to Shorten”).

13. On April 27, 2021, in connection with the Motions to Shorten, the Court entered the *Order Shortening the Time for Notice of the Hearing to Consider the Motion of Debtor for Entry of Orders (I)(A) Establishing Bidding Procedures; (B) Approving Bid Protections; (C) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts; (D) Approving Form and Manner of Notice; (E) Scheduling a Hearing to Consider Any Proposed Sale; and (F) Granting Certain Related Relief; and (II) (A) Approving a Sale of Some Or All of the Assets of the Debtor; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (C) Granting Related Relief [D.I. 60].* The Court also entered the *Order Shortening the Time for Notice of the Hearing to Consider the Motion of the Debtor for Entry of An Order Shortening the Time for Notice of the Hearing to Consider the Motion of Debtor for Entry of Orders (I)(A) Approving Bidding Protections in Connection with Sale of MAT Assets and Services; (B) Establishing Procedures Relating to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed Cure Amounts in Connection with Sale of MAT Assets; and (C) Granting Certain Related Relief; and (II)(A) Approving a Sale of the MAT Assets; (B) Authorizing Assumption and Assignment of Certain*

Executory Contracts and Unexpired Leases in Connection with the MAT Asset and Services Sale; and (C) Granting Related Relief [D.I. 74] on April 30, 2021 (together with D.I. 60 the “Orders to Shorten”).

14. On May 18, 2021, the Court entered the following two (2) orders in connection with the Bidding Procedures Hearing: *Order (I) Scheduling a Hearing to Consider Approval of the Sale of Substantially All of the Debtor's Assets, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [D.I. 151] and *Order (I) Approving Certain Bidding Protections In Connection with the Sale of the Debtor's MAT Assets, and (II) Granting Related Relief* [D.I. 152] (together with D.I. 151 the “Bid Procedures Order”), which set bidding procedures, certain bid protections for the Stalking Horse Bidder, the Bid Deadline as June 3, 2021 at 5:00 p.m. prevailing Eastern Time (the “Bid Deadline”) and, in the event of the receipt of a Qualified Bid other than the Stalking Horse Bid, scheduled the Auction for June 4, 2021 at 10:00 a.m. prevailing Eastern Time. Following the Bid Deadline or auction, if necessary, the Sale Hearing was scheduled for June 8, 2021 at 2:00 p.m. prevailing Eastern Time.

15. Of the 341 parties contacted, 42 parties executed confidentiality agreements and received the CIM, 21 parties received Data Room access and eight (8) conducted site visits and had virtual meetings with management. SSG continued to follow-up proactively with interested parties to provide updates on the sale process and to facilitate diligence.

16. The Debtor’s marketing process continued through June 3, 2021, at 5:00 p.m. (Eastern), the Bid Deadline, for submitting bids for some or all of the Debtor’s assets. Prior to the

Bid Deadline, the Debtor received one bid (1), in addition to the bids from the Stalking Horse Bidder, that was a Qualifying Bid under the Bid Procedures Order.

17. Also prior to the Bid Deadline, the Stalking Horse Bidder amended the MAT APA (the “Amended MAT APA”) to include the assumption of the residential treatment programs located in Harrington, Delaware (the “Harrington Program”) that were previously excluded from both APAs. Between the Non MAT APA and the Amended MAT APA, every program and service provided by the Debtor now was covered in the proposed sale.

18. On June 4, 2021, the Debtor commenced a series of auctions (collectively, the “Auction”) for some or all of the Debtor’s assets. The Applicant attended the Auction, along with management of the Debtor, including the Debtor’s Chief Restructuring Officer and the Debtor’s restructuring counsel. A transcript of the Auction (“the Auction Transcript”) was prepared and is attached as Exhibit A to the declaration of Robert D. Katz in support of the Sale Motions [D.I. 223].

19. As set forth in the Auction Transcript, the Debtor and its advisors, after consultation with the Consultation Parties determined that Conexio Care, Inc. was the successful bidder with a bid of \$10,000,000.00 for the non MAT assets as no other Qualified Bid for such assets was received.

20. After a separate auction for the MAT Assets, the Debtor and its advisors, after consultation with the Consultation parties determined that Conexio Care, Inc. was also the successful bidder for the MAT assets with a bid for such assets of \$2,725,000.00. Although the other Qualified Bidder for such assets, Merakey Parkside Recovery (“Merakey”), indicated it was prepared to bid as much as \$3,500,000.00 for the MAT assets, the proposed bid from Merakey did not include the Harrington Program. The Debtor, with the assistance of its advisors and management, and in consultation with the Consultation Parties, considered the costs of

discontinuing such program and the dislocation such a closure would cause to the thirty-six (36) client residents in such program. In light of the costs anticipated for closing this program and relocating residents, and the attendant disruption such closure would cause the thirty-six (36) clients of the Debtor receiving services through such program, the Debtor determined that any offer from Merakey that did not include such program would not be higher and better. Because Merakey would not add such program to its proposed bid, the Debtor, again after consultation with the Consultation Parties, determined that any such bid would not be higher and better and declared Conexio Care, Inc. the successful bidder for the MAT assets. *See* Auction Transcript at 44-5.

21. Following the auction on June 4, 2021, the Debtor filed the following two (2) exhibits: *Notice of Auction Results (Non-MAT Assets)* [D.I. 218] and *Notice of Auction Results (MAT Assets)* [D.I. 219] (together with D.I. 218 the “Auction Results”). It was determined that, pursuant to the Bid Procedures Order, the Stalking Horse Bidder had the highest and best bid for both the Non MAT assets as well as the MAT assets.

22. On June 14, 2021, the Court entered the following two (2) orders: *Order (I) Authorizing the Assumption, Assignment, and Sale of Certain Assets to Conexio Care, Inc., Free and Clear of All Liens, Claims, Encumbrances, and Interests; and (II) Granting Related Relief* [D.I. 247] (“Non MAT Sale Order”) and *Order (I) Authorizing the Assumption, Assignment, and Sale of Certain Assets to Conexio Care, Inc., Free and Clear of All Liens, Claims, Encumbrances, and Interests; and (II) Granting Related Relief* [D.I. 245] (“MAT Sale Order”) (together with D.I. 247 the “Sale Orders”). The Sale of substantially all of the Debtor’s assets to the Buyer closed on June 15, 2021.

23. The marketing process conducted by SSG, as approved by this Court, allowed the Debtor to establish the value of the Debtor’s assets and provided the Debtor a path through and out

of Chapter 11. The marketing process further allowed the Debtor to complete its sale process and maximize value for stakeholders within the tight constraints imposed by the Debtor's limited liquidity, while ensuring the Debtor's operations emerged from this Bankruptcy Case for the benefit of its patients and clients before the Debtor's use of cash collateral terminated and the Debtor otherwise lacked sufficient capital to continue providing its critical services and care.

24. Specifically, the investment banking services rendered by SSG during the Application Period included, but were not limited to, the following:

- Prepared a Confidential Information Memorandum ("CIM") and assembled an electronic Data Room describing the Company;
- Assisted the Company in developing a list of suitable potential buyers;
- Coordinated the execution of confidentiality agreements for potential buyers wishing to review the CIM and gain access to the data room;
- Attended site visits and facilitated virtual management meetings with potential buyers;
- Solicited competitive offers from potential buyers, including the Stalking Horse Buyer;
- Negotiated both Stalking Horse offers and Asset Purchase Agreements;
- Advised and assisted the Company in structuring the Sale and negotiating the Sale agreement;
- Attended calls with the Company, Board of Directors, prepetition senior lender, Patient Care Ombudsman, counsel for the Unsecured Creditors Committee, representatives from the State of Delaware and representatives for the United States as well as court appearances in this Chapter 11 Case, including, without limitation, providing testimony in support of the Sale;
- Assisted the Debtor and professionals through closing of the Sale.

25. Pursuant to the SSG Retention Order, SSG summarized the tasks that it performed during this Chapter 11 Case. The summary is not intended to be a detailed description of the work performed but merely a guideline offered to the Court and other interested parties with respect to

the services performed by SSG during this Chapter 11 Case. Day-to-day services and the time expended in performing such services during the Application Period are set forth in the timesheets, attached hereto and made a part hereof as **Exhibit C**.

26. SSG's professionals working full time on this assignment were:

J. Scott Victor – Managing Director

Mark E. Chesen – Managing Director

Matthew J. Arden – Vice President

Gregory M. O’Sullivan – Associate

Nicholas A. Vernacchio – Analyst

RELIEF REQUESTED

27. By this Application, SSG seeks final allowance for (a) compensation for services rendered from April 19, 2021, through June 15, 2021 in the total amount of \$510,000.00, and (b) reimbursement for certain expenses incurred during the Application Period, in the amount of \$974.38, a summary of which is attached hereto and made a part hereof as **Exhibit D**.

28. Pursuant to the Retention Order, the Court approved the following fee and expense structure set forth in the Engagement Letter (the “**Fee and Expense Structure**”):

- a. **Initial Fee**. An initial fee (the “**Initial Fee**”) of \$40,000, which initial fee was due and was paid upon signing the Engagement Letter.
- b. **Monthly Fees**. Monthly fees (the “**Monthly Fees**”) of \$40,000 per month payable beginning April 1, 2021, and continuing each month thereafter on the first (1st) of the month during the Engagement Term, as defined in the Engagement Letter. Half of the Monthly Fees shall be credited toward the Transaction Fee(s).
- c. **Financing Fee**. Upon the closing of a Financing Transaction to any party, SSG shall be entitled to a fee (“**Financing Fee**”) payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Financing equal to 2.0% of any Senior Debt (as such term is hereafter defined) raised from any financing source, including senior revolver and term loan, plus 4.0% of any Tranche B, Traditional Subordinated Debt or Equity (as such term is hereafter defined) raised regardless of

whether the Company chose to draw down the full amount of the Financing. Notwithstanding the foregoing, SSG shall not be entitled to any Financing Fee related to capital, financing or guaranty from any existing lender or equity investor or government economic assistance program.

- d. Sale Fee. Upon the consummation of a Sale Transaction to any party and as a direct carveout from proceeds of any Sale, prior in right to any post- or pre-petition secured debt, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Sale, equal to the greater of (a) \$450,000 or (b) three percent (3.0%) of Total Consideration (as such term is hereafter defined). In the event that the Company determines to terminate the Sale process and move to an orderly wind-down of its assets, then SSG's Sale Fee shall be \$150,000.
- e. Restructuring Fee. Upon confirmation of a plan of reorganization effectuating a Restructuring, SSG shall be entitled to a fee (the "Restructuring Fee") payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing such Transaction equal to \$450,000. For the sake of clarity, SSG shall not be entitled to both a Sale Fee and a Restructuring Fee.
- f. Expenses. In addition to the foregoing Initial Fee, Financing Fee, Monthly Fees, Sale Fee, and Restructuring Fee, noted above, whether or not a Sale is consummated, additional financing is obtained, or a plan is confirmed, the Debtor agrees to reimburse SSG for all of SSG's reasonable out-of-pocket expenses incurred in connection with the subject matter of the Engagement Letter.:

29. The consummation of the Sale to the Buyer resulted in SSG being entitled to the Transaction Fee in the amount of \$450,000.00. Therefore, SSG's total earned fees earned were \$510,000.00 ("Total Earned Fees") and broken down into the following: Transaction Fee of \$450,000.00, *plus* three (3) Monthly Fees totaling \$120,000.00, *less* half of the three (3) monthly fees to be credited against the Transaction Fee pursuant to the Engagement Agreement of (\$60,000.00).

30. SSG was paid an Initial Fee of \$40,000.00 pre-petition and was paid the three (3) Monthly Fees of \$40,000.00 for the periods April, May and June plus the net Transaction Fee of \$390,000.00 during the Application Period. In addition to the Total Earned Fees paid during the

Application Period of \$510,000.00, SSG was entitled to reimbursement of reasonable expenses of \$974.38 which were also paid during the Application Period.

COMPLIANCE WITH GUIDELINES

31. The Applicant believes that this Application substantially complies with the Local Rules and the U.S. Trustee guidelines for fee applications. To the extent there has not been material compliance with any particular guidelines or rules, the Applicant respectfully requests a waiver of such guidelines or rules.

32. This is the Applicant's First and Final Application pursuant to sections 330 and 331 of the Bankruptcy Code for allowance of fees and reimbursement of expenses in this Bankruptcy Case. The Applicant has made no prior or other application to this or any other Court for the relief requested herein.

33. In accordance with Local Rule 2016-2(f), the undersigned has reviewed the requirements of Local Rule 2016-2 and certifies to the best of his information, knowledge, and belief that this Application complies with Local Rule 2016-2, except as otherwise waived in connection with the Applicant's retention.

CONCLUSION

34. SSG submits that the services provided to the Debtor during the Application Period were necessary and appropriate given the complexity of this Chapter 11 Case, the issues involved, the nature and extent of services provided and the cost of comparable services outside of bankruptcy. Accordingly, SSG submits that approval of the compensation sought for the Application Period is appropriate and should be approved.

35. WHEREFORE, SSG respectfully requests that the Court enter an Order, substantially in the form provided, (i) allowing and authorizing payment of Total Earned Fees

during the Application Period in the amount of \$510,000.00 for services rendered as investment banker on behalf of the Debtor during the Application Period, plus payment for reimbursement of expenses in the amount of \$974.38; and granting such other and further relief as the Court deems just and proper.

Dated: July 21, 2021

SSG Advisors, LLC



J. Scott Victor
Five Tower Bridge, Suite 420
300 Barr Harbor Drive
West Conshohocken, PA 19428
(610) 940-5802 (Telephone)
*Investment Banker to the Debtor
and Debtor-in-Possession*

EXHIBIT A



February 24, 2021

Steven Davis, Esq.
Chief Restructuring Officer
Connections Community Support Programs, Inc.
2821 Lancaster Pike
Wilmington, DE 19805

Dear Mr. Davis:

This agreement ("Engagement Agreement") will serve as the contract between Connections Community Support Programs, Inc. ("CCSP" or the "Company") and SSG Advisors, LLC ("SSG") regarding the retention of SSG as exclusive investment banker to CCSP for the purposes outlined in this Engagement Agreement. SSG's responsibilities hereunder involve providing investment banking services to the Company, on an exclusive basis, focusing on (i) the private placement of debt and/or equity capital (the "Financing"); and/or (ii) the sale of all or a part of the Company's assets (the "Sale"); and/or (iii) the restructuring of the Company's balance sheet with existing stakeholders (the "Restructuring").

A. **SSG's Role:**

1. SSG's role in connection with a Financing will include the following:
 - Prepare an information memorandum describing the Company, its historical performance and prospects, including existing contracts, marketing and sales, labor force, management, and financial projections;
 - Assist the Company in compiling a data room of any necessary and appropriate documents related to the Financing;
 - Assist the Company in developing a list of suitable potential lenders and investors, including DIP lenders, who will be contacted on a discreet and confidential basis after written approval by the Company;
 - Coordinate the execution of confidentiality agreements for potential lenders and investors wishing to review the information memorandum;
 - Assist the Company in coordinating physical and/or virtual site visits for interested lenders and investors and work with the management team to develop appropriate presentations for such visits;

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- Solicit competitive offers from potential lenders and investors;
 - Advise and assist the Company in structuring the Financing and negotiating the Financing agreements;
 - Otherwise assist the Company and its other professionals, as necessary, through closing on a best efforts basis.
2. Advisor's role in connection with a Sale will include the following:
- Prepare an information memorandum describing the Company, its historical performance and prospects, including existing contracts, marketing and sales, labor force, management, and financial projections;
 - Assist the Company in compiling a data room of any necessary and appropriate documents related to the Sale;
 - Assist the Company in developing a list of suitable potential buyers who will be contacted on a discreet and confidential basis after approval by the Company and update and review such list with the Company on an on-going basis;
 - Coordinate the execution of confidentiality agreements for potential buyers wishing to review the information memorandum;
 - Assist the Company in coordinating physical and/or virtual site visits for interested buyers and work with the management team to develop appropriate presentations for such visits;
 - Solicit competitive offers from potential buyers;
 - Advise and assist the Company and its professionals with the structuring of sale procedures, the conduct of any auction that may result therefrom, and/or a plan of reorganization in a potential chapter 11 proceeding;
 - Advise and assist the Company in structuring the sale and negotiating the transaction agreements;
 - Be available for meetings and court appearances in a potential chapter 11 proceeding, including providing testimony in furtherance and support of a Sale, Financing or Restructuring process and Transaction;
 - Otherwise assist the Company and its other professionals, as necessary, through closing on a best efforts basis.

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In performing the services described above, the Company will furnish or cause to be furnished to SSG such information as SSG reasonably believes appropriate to the execution of its engagement hereunder (all such information so furnished being the "Information"). The Company represents to SSG that all Information furnished by it or its agents will be complete and correct in all material respects, to the best of its knowledge, and that until the expiration of SSG's engagement hereunder, the Company will advise SSG immediately of the occurrence of any event or any other change known by it or its agents that results in the Information ceasing to be complete and correct in all material respects. The Company recognizes and confirms that SSG: (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated hereby without having independently verified any of the same; (b) does not assume responsibility for accurateness or completeness of the Information and such other information; and (c) will not make an appraisal of any of the assets or liabilities of the Company.

The Company agrees that SSG shall be its exclusive investment banker in connection with any Transaction undertaken with respect to the Company during the Engagement Term, as defined below, of this Engagement Agreement. The Company agrees that, during the Engagement Term, SSG shall have the authority to initiate and conduct discussions and assist and advise the Company in its negotiations with all prospective lenders, investors and buyers. In that regard, the Company agrees to identify to SSG: (a) all prospective lenders, investors and buyers who have been in contact with the Company prior to the date hereof and (b) all prospective lenders, investors and buyers who come in contact with the Company during the Engagement Term.

SSG will consult with and advise the Company with respect to the financial aspects of any proposed Transaction, including price, terms and conditions of a Transaction. SSG will not, however, have any authority to bind the Company with respect to any proposed Transaction. Likewise, nothing contained herein shall require the Company to accept the terms of any proposal, and the Company shall at all times have the right, in its sole and absolute discretion, to reject any proposed Transaction regardless of the terms proposed.

B. SSG's Compensation

As compensation for providing the foregoing services, SSG shall receive the following:

1. Initial Fee. An initial fee (the "Initial Fee") equal to \$40,000 due upon signing this Engagement Agreement.
2. Monthly Fees. Monthly fees (the "Monthly Fees") of \$40,000 per month payable beginning April 1, 2021 and on the first (1st) of each month thereafter throughout the Engagement Term (as such term is hereafter defined). Half of the Monthly Fees shall be credited toward the Transaction Fee(s).

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3. Financing Fee. Upon the closing of a Financing Transaction to any party, SSG shall be entitled to a fee ("Financing Fee") payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Financing equal to 2.0% of any Senior Debt (as such term is hereafter defined) raised from any financing source, including senior revolver and term loan, plus 4.0% of any Tranche B, Traditional Subordinated Debt or Equity (as such term is hereafter defined) raised regardless of whether the Company chose to draw down the full amount of the Financing.

Notwithstanding the foregoing, SSG shall not be entitled to any Financing Fee related to capital, financing or guaranty from any existing lender or equity investor or government economic assistance program.

4. Sale Fee. Upon the consummation of a Sale Transaction to any party and as a direct carveout from proceeds of any Sale, prior in right to any post- or pre-petition secured debt, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Sale, equal to the greater of (a) \$450,000 or (b) three percent (3.0%) of Total Consideration (as such term is hereafter defined).

In the event that the Company determines to terminate the Sale process and move to an orderly wind-down of its assets, then SSG's Sale Fee shall be \$150,000.

5. Restructuring Fee. Upon confirmation of a plan of reorganization effectuating a Restructuring, SSG shall be entitled to a fee (the "Restructuring Fee") payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing such Transaction equal to \$450,000. For the sake of clarity, SSG shall not be entitled to both a Sale Fee and a Restructuring Fee.
6. Expenses. In addition to the foregoing Initial Fee, Monthly Fee, and Transaction Fees noted above whether or not a Transaction is consummated, SSG will be entitled to reimbursement for all of SSG's reasonable out-of-pocket expenses incurred in connection with the subject matter of this Engagement Agreement.

C. Definitions

For the purpose of this Engagement Agreement:

Financing Transaction means funds received by the Company from any senior debt (including, but not limited to debtor-in-possession financing), secured subordinated debt, unsecured subordinated debt or non-control equity from any lender or investor, except as set forth in section B.(3) above, as well as the purchase by any party of the senior debt.

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Senior Debt means funds: (a) received by the Company in the form of revolving credit facilities, notes, term loans, lines of credit, offering lines, purchase and sale of accounts receivable facilities, or any other type of credit facility, for which the Company is obligated to repay the funds on a fixed schedule with interest on the unpaid balance thereof at a fixed interest rate or a floating interest rate, without any profit participation or yield enhancement as a return on the repayment of the funds received by the Company; and (b) for which the lender has a claim to or lien on the assets of the Company, superior or prior to the claim of the holders of any Tranche B or Traditional Subordinated Debt.

Tranche B Loan means: (a) funds (i) received by the Company or for which the Company is obligated to repay the funds on a fixed schedule with interest on the unpaid balance therefore at a fixed interest rate or a floating rate higher than that of Senior Debt, and (ii) for which the lender may have a claim to or lien on the assets of the Company, junior to the claim of the holders of Senior Debt.

Traditional Subordinated Debt means: (a) funds (i) received by the Company or for which the Company is obligated to repay the funds on a fixed schedule with interest on the unpaid balance therefore at a fixed interest rate or a floating rate; and (ii) for which the lender does not have a claim to or lien on the assets of the Company, or (b) funds (i) received by the Company, or for which the Company is obligated to repay the funds on a fixed schedule with interest on the unpaid balance thereof at a fixed interest rate or a floating interest rate; and (ii) for which part of the overall return to the investor on these funds is anticipated to consist of a participation in the profits of the Company and/or some other type of income enhancement (whether realized through equity warrants conversions of the debt to equity, or otherwise) which has the effect of raising the overall return on these funds to the investors above the level that could be realized solely due to the receipt of stated interest income.

Equity shall include, but not be limited to, common stock, preferred stock, convertible stock, and the proceeds from any joint venture agreement, including contributions by a joint venture partner involving cash, stock, property, plant and equipment or any other assets, or asset sale that does not constitute control equity.

Sale Transaction means and includes any transaction involving the sale or transfer, directly or indirectly, of all or substantially all of the assets or equity of the Company including, without limitation, a wind-down of assets.

Total Consideration shall mean the purchase price paid for the equity, assets or secured debt, or any portion of either, plus the assumption or payoff of any indebtedness.

For purposes of computing any fees payable to SSG hereunder, non-cash consideration shall be valued as follows: (a) publicly traded securities shall be valued at the average of their closing prices (as reported in The Wall Street Journal) for the five (5) trading days prior to the closing of the Sale Transaction; and (b) any other non-cash consideration, including the retention any non-

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controlling equity stake in the Company, shall be valued at the fair market value thereof as determined in good faith by the Company and SSG. For the avoidance of doubt, if such aggregate consideration may be increased by contingent payments such as an “earnout” or other monetary agreement in the transaction, the portion of SSG’s fee relating thereto shall be calculated and paid when and as such contingent payments or other monetary amounts are received.

Transaction shall mean and include a Financing and/or Sale and/or Restructuring as determined above.

Transaction Fee shall mean and include a Financing Fee and/or Sale Fee and/or Restructuring Fee.

D. **Term of Engagement**

This Engagement Agreement shall remain in force (the “Engagement Term”) for a period of six (6) months from the date of signing this Engagement Agreement, but will terminate upon thirty (30) days written notice by either party to the other, and may continue thereafter on a month to month basis if agreed to by the parties upon written notice; provided, however, that the Engagement Agreement shall terminate immediately upon the closing of a Transaction. Upon the termination of this Engagement Agreement, neither party shall have any further obligations to the other except that: (a) termination of the Engagement Agreement shall not affect SSG’s right to indemnification under the Indemnification paragraph below; (b) the Company shall remain obligated to pay SSG any unpaid Monthly Fees and to reimburse SSG for any expenses incurred through the date of the termination of the Engagement Agreement; and (c) if a Transaction is consummated within twelve (12) months (“Trailer Term”) of the termination of this Engagement Agreement with a lender, purchaser and/or investor, with which SSG has contacted and initiated discussions or negotiations with respect to any Transaction, the Company shall remain obligated to pay a Transaction Fee as calculated above. Sections B, D, E, F and G (entitled Compensation, Term of Engagement, Indemnification, Miscellaneous, and Scope of SSG’s Duties, respectively) of this Engagement Agreement shall survive the expiration or termination of this Engagement Agreement indefinitely.

E. **Indemnification**

The Company hereby acknowledges and agrees to the indemnification arrangements between the parties hereto as described on Attachment A hereto, which Attachment is incorporated herein and forms an integral part hereof.

F. **Miscellaneous**

No fee payable to any other financial advisor or finder by the Company or the Company in connection with the subject matter of this Engagement Agreement shall reduce or otherwise affect any fee payable to SSG hereunder without the prior written consent of SSG. This Engagement Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes

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and cancels any prior communications, understandings and agreements between the parties hereto. This Engagement Agreement cannot be modified or changed, nor can any of its provisions be waived, except by written agreement signed by both parties. The benefits of this Engagement Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Parties and their respective successors, assigns and representatives, and the obligations and liabilities assumed in this Engagement Agreement by the parties hereto shall be binding upon their respective successors and assigns.

This Engagement Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts or choice of law that would defer to the substantive laws of any other jurisdiction.

This Engagement Agreement may be executed in any number of counterparts, which counterparts, taken together, shall constitute one and the same Engagement Agreement.

G. **Scope of Duties**

The Company hereby acknowledges and agrees that: (a) it has retained SSG for the purposes set forth in the Engagement Agreement and that the rights and obligations of the parties hereto are contractual in nature, and (b) SSG has not made any warranties or guarantees of any nature with respect to the success or satisfactory conclusion of any Transaction or as to the economic, financial or other results which may be obtained or experienced by the Company as a result thereof.

H. **Bankruptcy Court Proceedings**

In the event the Company files a Chapter 11 Bankruptcy proceeding during the Engagement Term, the Company shall use its best commercially reasonable efforts to have SSG employed upon the same or substantially similar terms and shall have this Engagement Agreement and SSG's retention as the Company's exclusive investment banker approved by a Court of competent jurisdiction.

I. **Other Matters**

SSG has the right, following the Transaction closing, to place advertisements in financial and other newspapers and journals and to send email advertising at its own expense describing its services to the Company hereunder, provided, that the Company has given its prior written consent thereto which consent shall not be unreasonably withheld.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), SSG is required to obtain, verify and record information that identifies its clients, which information may include the name and address of the Company, the Company and its senior management team as well as other information that will allow SSG to properly identify its clients. Additionally, SSG maintains important disclosures on its web site

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www.ssgca.com. These disclosures may be updated periodically on an as-needed basis. The Company agrees to accept and receive all of these disclosures by electronically accessing the website referenced above and acknowledges that printed hard copies of these disclosures are available upon request by contacting SSG directly at (610) 940-1094.

J. Securities Platform

All transactions involving the sale or purchase of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under) are offered through SSG Capital Advisors, LLC. ("SCA") which is an affiliated registered Broker-Dealer in good standing with the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Principals of SSG are registered representatives of SCA. Therefore, SCA is included collectively as "SSG" with all the rights and obligations thereto under the terms of this Engagement Agreement.

To the extent a Transaction Fee is payable to SSG in connection with Transaction constituting the purchase or sale of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under), such Transaction Fee shall be specifically paid to SCA.

This letter and acceptance may be executed in counterpart, each part of which shall be deemed an original, both of which together shall constitute one and the same instrument, and any amendment, modification or other changes to this Engagement Agreement must be in writing and signed by both parties to be enforceable.

Please indicate your acceptance of the foregoing by executing and returning the enclosed copy of this letter.

SSG ADVISORS, LLC

By: 

J. Scott Victor
Managing Director

ACCEPTED:

CONNECTIONS COMMUNITY SUPPORT PROGRAMS, INC.

By: /s/ *Steven T. Davis*
Steven Davis, Esq.

Date: 2/25/2021

Chief Restructuring Officer

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**ATTACHMENT A
INDEMNIFICATION PROVISIONS**

The Company agrees to indemnify, defend and hold harmless SSG or SCA, and their affiliates, the respective partners, members, directors, officers, agents and employees of SSG, SCA, and their affiliates and each other person, if any, controlling SSG, SCA, and their affiliates (the foregoing being referred to herein individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities or costs, as and when incurred, to which such Indemnified Party may become subject to or which are asserted against any Indemnified Party, directly or indirectly, in any way related to SSG performing services for or on behalf of the Company under the Engagement Agreement of which this Attachment A forms a part, including, without limitation, in connection with: (a) any act or omission by SSG related to its engagement as financial advisor under the Engagement Agreement; or (b) SSG's acceptance, or its performance or non-performance, of its obligations under said Engagement Agreement. However, that the Company shall not be liable under the foregoing indemnity agreement in respect of any liability to the extent that such liability is found in a judgment, settlement or plea agreement by a court, agency, arbitrator or other adjudicating authority of competent jurisdiction, to have resulted from the Indemnified Parties' gross negligence or willful misconduct in the performance of its duties under said Engagement Agreement. The Company agrees that reliance by SSG on any publicly-available information, which SSG verifies with the Company in writing, the information supplied by the Company to SSG in connection with said Engagement Agreement, or any directions furnished by the Company, on which SSG wholly relies, shall not constitute negligence, bad faith or willful misconduct by SSG.

The provisions of this Attachment A shall survive any termination of said Engagement Agreement.

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CONNECTIONS COMMUNITY SUPPORT
PROGRAMS, INC.,

Debtor.¹

Chapter 11

Case No. 21-10723 (MFW)

Related Docket No. 59

**ORDER AUTHORIZING (I) THE EMPLOYMENT AND RETENTION OF SSG
ADVISORS, LLC, AS INVESTMENT BANKER TO THE DEBTOR EFFECTIVE AS OF
APRIL 19, 2021, AND (II) A WAIVER OF COMPLIANCE WITH CERTAIN
REQUIREMENTS OF LOCAL RULE 2016-2**

Upon consideration of the application (the “**Application**”)² of the Debtor for entry of an order: (i) authorizing the Debtor to employ and retain SSG Advisors, LLC (“**SSG**”) as investment banker to the Debtor effective as of April 19, 2021 (the “**Retention Date**”), and (ii) waiving compliance with certain requirements of Local Rule 2016-2; and upon consideration of the Victor Declaration; and it appearing that this Court has jurisdiction over the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this Chapter 11 Case and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court being satisfied based on the representations made in the Application and in the Victor Declaration that the terms and conditions of SSG’s employment as set forth in the Engagement Letter and summarized in the Application and in the Victor Declaration, are reasonable as required by section 328(a) of the Bankruptcy Code; and SSG not holding or representing interests adverse to the Debtor’s estate;

¹ The Debtor in this chapter 11 case, along with the last four digits of its tax identification number, is as follows: Connections Community Support Programs, Inc. (3030). The address of the Debtor’s corporate headquarters is 3812 Lancaster Pike, Wilmington, Delaware 19805.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Application.

and SSG being a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is in the best interests of the Debtor’s estate, its creditors and other parties-in-interest; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application; and upon the record of the hearing and all of the proceedings had before the Court; and upon finding that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. For the reasons set forth herein, the Application is GRANTED as set forth herein.
2. The Debtor is authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, to employ and retain SSG as their investment banker in connection with this Chapter 11 Case in accordance with the terms and conditions set forth in the Application and in the Engagement Letter, effective as of the Retention Date, except as otherwise modified by this Order.
3. Subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the UST Guidelines, and any applicable order of this Court, and as approved by this Order, the Debtor is authorized to compensate and reimburse SSG pursuant to the terms of the Engagement Letter.
4. The Fee and Expense Structure as set forth in the Engagement Letter, is approved pursuant to section 328(a) of the Bankruptcy Code, and SSG shall be compensated and reimbursed for its fees and expenses in this Chapter 11 Case pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Letter. All fees paid to SSG are subject to

disgorgement unless and until they are approved by the Court on a final basis, after submission of SSG's final fee application.

5. SSG's compensation shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code; *provided, however*, that the U.S. Trustee shall have the right to object to SSG's request for compensation and expense reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, and not section 328(a) of the Bankruptcy Code. The Debtor and SSG further stipulate and agree that this Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of SSG's compensation and reimbursement requests under Bankruptcy Code sections 330 and 331. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee on appeal or otherwise, with respect to reasonableness of SSG's fees and compensation and reimbursement requests.

6. Other than the Monthly Fees, with respect to all fees for which SSG will seek to be compensated, and notwithstanding anything to the contrary in this Order, the Application, the Engagement Letter and the Victor Declaration, SSG shall comply with all requirements of Bankruptcy Rule 2016(a) and Local Rule 2016-2, except that SSG is hereby granted a limited waiver of the information-keeping requirements of Local Rule 2016-2 to permit the firm to keep professional time records in half-hour increments, and SSG shall not be required to conform to any schedule of hourly rates for its professionals. For the avoidance of doubt, SSG shall be entitled to payment of its Monthly Fees without the need for monthly or interim applications for compensation.

7. The Indemnification Provisions set forth in the Engagement Letter are approved only to the extent modified below:

- (a) SSG shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless such post-petition services and indemnification therefor are approved by this Court;
- (b) The Debtor shall have no obligation to indemnify SSG or provide contribution or reimbursement to SSG for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final) to have arisen from SSG's bad faith, self-dealing, breach of fiduciary duty (if any), willful misconduct or gross negligence, (ii) for a contractual dispute in which the Debtor alleges the breach of SSG's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Company, et. al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c), infra, to be a claim or expense for which SSG should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Case, SSG believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Agreement (as modified by this Order), including without limitation, the advancement of defense costs, SSG must file an application therefor in this Court, and the Debtor may not pay any such amounts to SSG before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by SSG for indemnification, contribution and/or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify, or make contributions or reimbursements to, SSG. All parties in interest shall retain the right to object to any demand by SSG for indemnification, contribution and/or reimbursement.

8. SSG shall not unilaterally terminate its engagement under the Engagement Letter absent prior court approval.

9. In the event that during the pendency of this case, SSG seeks reimbursement for any attorney's fees and or expenses, the invoices and supporting time records for such attorneys shall in included in SSG's fee applications and such invoices and time records shall be in

compliance with Rule 2016 and Local Rule 2016. SSG shall not seek reimbursement of any fees incurred defending SSG's fee application in this case.

10. To the extent the Application or the Engagement Letter is inconsistent with the terms of this Order, the terms of this Order shall govern.

11. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

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

13. This Court shall retain jurisdiction to hear and to determine all matters arising from or related to the implementation of this Order.

Dated: May 27th, 2021
Wilmington, Delaware

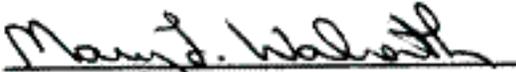

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

*Connections Community Support Programs**J. Scott Victor, Managing Director**SSG Advisors, LLC*

Date	Task	Hours
19-Apr-21	Chapter 11 filing at 8:00 pm; Review 1st Day Declaration and 1st Day Motions.	2.0
20-Apr-21	Call with Debtor Team; Call with potential buyer; Review Budget; Review Bid Procedures; Emails with counsel; Emails with FA; Emails with potential DIP lenders; Emails with potential buyers; Internal meeting.	4.5
21-Apr-21	Call with potential buyer; Call with counsel for potential buyer; Call with Debtor Team - review Inperium APA; Call with counsel; Review UST comments to cash collateral stipulation; review revised APA from Inperium; Call with counsel; Emails with Inperium; Call with Debtor Team and Inperium - APA negotiations; Review and revise NDAs; Internal meeting.	6.5
22-Apr-21	Review counsel's opening remarks for 1st Day Hearing; Call with counsel - prep for 1st Day Hearing; Attend 1st Day Hearing; Call with potential buyer; Call with counsel for potential buyer; Call with counsel for potential buyer; Emails with potential buyers; Emails with potential DIP lenders; NDA review and negotiations; Internal meeting.	5.0
23-Apr-21	Review revised Bid Procedures docs; Call with counsel; Emails with Inperium's counsel - MAT offer; Emails with Inperium CEO; Call with counsel; Emails with Debtor Team; Call with potential buyer; Call with potential buyer; NDA negotiations; Emails with potential buyers; Internal meeting.	4.5
24-Apr-21	Review revised Sale and Bid Procedures Motion; Review retention docs; Emails with potential buyer; Emails with Debtor Team.	2.0
25-Apr-21	Prepared revisions to Sale and Bid Procedures Motion; Prepared revisions to Retention docs; Emails with Debtor Team.	1.5
26-Apr-21	Prepared further revisions to Sale and Bid Procedures Motion; Prepared further revisions to Retention docs; Call with Debtor Team; Board call; Emails with potential buyers; Call with potential buyer; Review MAT/LOI from Inperium; Internal meeting.	6.0
27-Apr-21	Call with counsel and WSFS counsel; Review MAT programs, APA from Inperium; Emails with Inperium; Emails with Debtor Team; Call with counsel; Emails with potential DIP lenders; Review DIP term sheets; Emails with potential buyers.	4.5
28-Apr-21	Emails with Inperium; Emails with Debtor Team; Call with Debtor Team - review of DIP term sheets; Call with counsel; Call with potential buyer; Internal emails - buyer diligence and site visits; Emails with potential buyers.	4.0
29-Apr-21	Review revised MAT APA from Inperium; Emails with Inperium; Call with counsel; Emails with Debtor Team; Review Sale Order for MAT assets; Call with potential buyer; Call with Inperium and counsel; Emails with potential buyers; Call with Inperium CEO; Review DIP term sheet; Internal meeting.	5.0
30-Apr-21	Call with State of DE agencies and Inperium; Call with WSFS and counsel; Call with counsel and FA; Call with potential buyer; Call with counsel for potential buyer; Review Sale Process Update.	4.5
1-May-21	Emails with Inperium - leases; Emails with counsel.	0.5
3-May-21	Emails with potential buyers; Emails with counsel; Emails with FA; Emails with management; Call with counsel for potential buyer; Call with potential buyer.	3.0
4-May-21	Call with Inperium, management and DSCYF; Call with Debtor Team; Call with PCO; Call with potential buyer; Call with counsel; Call with counsel for potential buyer; Emails with Debtor Team; Emails with potential buyers.	4.5
5-May-21	Emails with counsel; Call with potential buyer; Emails with potential buyers; Call with FA; Call with counsel.	3.0
6-May-21	Call with potential buyer; Emails with counsel and CRO; Review UST comments to SSG Retention docs and prepared responses; Call with Inperium and their FA; Call with Debtor Team; Call with WSFS and counsel; Call with counsel; Call with CRO; Emails with potential buyers; Internal meeting.	4.5
7-May-21	Emails with Inperium; Emails with management; Emails with counsel; Emails with counsel for potential buyer; Call with Inperium and counsel; Call with counsel and CRO; Call with potential buyer; Call with counsel for potential buyer.	4.0
8-May-21	Emails with management; Emails with CRO; Emails with counsel; Emails with counsel for potential buyer; Call with counsel for potential buyer; Internal call.	2.0

*Connections Community Support Programs**J. Scott Victor, Managing Director**SSG Advisors, LLC*

Date	Task	Hours
10-May-21	Call with UCC counsel; Call with counsel for State of DE; Call with potential buyer; Call with counsel; Call with counsel; Call with counsel; Call with Debtor Team; Call with Board.	4.0
11-May-21	Calls with counsel; Call with Debtor Team; Internal call; Emails with potential buyers; Call with Inperium CEO; Emails with Debtor Team.	3.5
12-May-21	Calls with counsel; Internal call - results of site visit today; Call with Debtor Team - revisions to Bid Procedures; Review Declaration in Support of Bid Procedures.	4.0
13-May-21	Call with Debtor Team - APA Schedules; Call with potential buyer; Call with counsel; Call with counsel for potential buyer; Call with counsel; Internal call; Call with WSFS and counsel.	5.0
14-May-21	Calls with counsel; Internal call; Review response to UCC requests; Review financial information of potential buyer; Emails with potential buyers; Call with Inperium CEO.	3.5
15-May-21	Call with Debtor Team - APA Schedules; Call with counsel.	1.0
16-May-21	Call with counsel; Internal emails - APA Schedules.	1.0
17-May-21	Call with PCO; Attend 2nd Day Hearing - Bid Procedures and Retention; Call with Debtor Team - APA Schedules; Call with potential buyer; Call with Inperium - residential treatment programs; Call with counsel; Emails with counsel for Inperium; Internal meeting - APA Schedules; Review APA Schedules; Call with counsel; Call with Debtor Team; Board call; Call with Debtor Team.	7.5
18-May-21	Call with counsel; Internal meeting - APA Schedules; Emails with potential buyers; Emails with counsel and CRO; Call with potential buyer.	3.5
19-May-21	Call with Debtor Team; Emails with counsel; Emails with potential buyers; Call with potential buyer; Call with Inperium; Call with counsel for potential buyer; Internal call; Call with counsel; Call with potential buyer; Emails with counsel; Emails with CRO; Emails with management.	4.5
20-May-21	Call with potential buyer; Call with counsel; Call with potential buyer; Internal call - results of site visit; Call with Debtor Team - A/R collection; Internal emails on UCC requests on RE information.	3.5
21-May-21	Call with potential buyer; Call with Inperium; Received and reviewed Merakey bids; Call with counsel for Merakey; Call with Debtor Team; Call with advisor to potential buyer; Emails with counsel; Emails with counsel for Merakey; Emails with Inperium; Emails with potential buyers; Review contract and cures schedule and amendments.	5.0
22-May-21	Emails with counsel for Merakey; Emails with counsel; Internal emails.	1.0
23-May-21	Emails with potential buyer; Emails with Inperium and EA RCM team.	0.5
24-May-21	Call with Debtor Team; Call with potential buyer; Call with Merakey and EA RCM team; Call with potential buyer and EA RCM team; Calls with counsel; Board call; Internal meeting.	6.5
25-May-21	Call with potential buyer; Call with Merakey and management; Call with counsel; Call with Merakey; Call with potential buyer; Call with Inperium; Emails with buyers - diligence; Internal meeting; Emails with counsel for Merakey.	6.5
26-May-21	Call with counsel for Merakey; Call with Merakey and select Debtor employees; Emails with potential buyers - diligence; Call with potential buyer; Call with counsel; Emails with WSFS; Internal meeting.	4.0
27-May-21	Call with WSFS and counsel; Call with Inperium; Emails with counsel; Emails with CRO; Emails with counsel for Merakey; Emails with counsel for Inperium; Internal meeting.	3.5
28-May-21	Call with counsel; Call with potential buyer; Call with potential buyer; Call with counsel for Merakey; Emails with WSFS; Emails with potential buyer; Internal meeting.	3.0
29-May-21	Call with Debtor Team.	1.5
30-May-21	Emails with Merakey's counsel; Emails internally.	0.5
1-Jun-21	Call with Debtor Team; Call with Inperium; Emails with potential buyers; Call with Inperium CEO; Call with management; Emails with counsel; Emails with CRO; Emails with management; Call with Inperium; Emails with counsel for Merakey.	4.0
2-Jun-21	Call with Inperium CEO; Call with counsel; Emails with Debtor Team; Call with counsel for Merakey; Review Objections to Sale filed; Emails with Inperium CEO; Call with Debtor Team; Internal meeting.	3.5

*Connections Community Support Programs**J. Scott Victor, Managing Director**SSG Advisors, LLC*

Date	Task	Hours
3-Jun-21	Emails with counsel; Emails with PCO; Emails with management; Received and reviewed revised bids from Merakey; Call with Inperium CEO; Received and reviewed APA Amendments from Inperium; Call with Inperium CEO; Received and reviewed TSAs from Inperium; Call with counsel; Call with counsel for Merakey; Call with Debtor Team; Call with counsel; Internal meetings.	7.5
4-Jun-21	Call with counsel - auction prep; Call with counsel for Merakey; Call with Inperium CEO; Call with counsel; Review all objections to Sale; Review draft email to staff; Emails with management; Attend and conduct Auction - competing bids between Merakey and Inperium; Call with counsel; Emails with counsel and CRO; Inperium's bids determined as highest and best.	6.5
6-Jun-21	Emails with counsel; Emails with management; Review Katz Declaration; Review my Declaration.	2.0
7-Jun-21	Emails with CRO; Emails with counsel; Review revisions to Katz Declaration; Review revisions to my Declaration; Emails with Inperium on pre-closing diligence items; Internal meeting; Board call.	3.5
8-Jun-21	Emails with counsel and CRO; Review revised Sale Order; Review revised TSAs; Call with counsel; Internal meeting; Call with counsel; Prep for Sale Hearing; Attend Sale Hearing and testimony.	6.0
9-Jun-21	Emails with counsel, CRO and management - transition issues; Call with management.	1.5
10-Jun-21	Emails with counsel, CRO and management; Call with counsel; Review revised Sale Orders; Emails with PCO; Emails with counsel for DE; Emails with counsel for DOS; Emails with CRO; Call with counsel; Internal meeting.	3.5
11-Jun-21	Emails with counsel, CRO and management; Emails with counsel and CRO; Review further revised Sale Order; Call with Inperium CEO; Review revised TSAs; Call with Debtor Team, management and Inperium; Internal meeting on closing items.	5.0
12-Jun-21	Emails with CRO and counsel; Emails with WSFS; Review further revised Sale Orders - X3.	1.5
13-Jun-21	Emails with management, counsel and CRO; Review further revised Sale Orders; Review APA amendments.	1.5
14-Jun-21	Emails with counsel, CRO and management; Review and revise Sale Orders; Review final revised TSAs; Review Amendment to Cash Collateral Order; Call with counsel; Sale Orders entered; TSAs filed; Call with Debtor Team - pre-closing checklist; Internal meeting.	4.5
15-Jun-21	Call with counsel; Emails with counsel, CRO and management; Call with WSFS - post closing budget; Sale closing.	2.0
Total		197.0

*Connections Community Support Programs**Mark E. Chesen, Managing Director**SSG Advisors, LLC*

Date	Task	Hours
20-Apr-21	Call with Debtor Team to discuss cash flow budget, review of bid procedures and sale motion order	2.0
21-Apr-21	Call with Debtor Team and Inperium - APA Negotiations	2.0
26-Apr-21	Debtor BOD call	1.0
30-Apr-21	Call with Debtor professionals, update call with WSFS, call with staking horse	2.5
4-May-21	Call with Inperium, call with Debtor Team	2.0
7-May-21	Call with Debtor professionals to discuss staking horse communication	2.0
11-May-21	Call with Debtor Team and professionals	1.5
13-May-21	Call with Debtor Team and professionals, APA discussion and update call with WSFS	2.0
17-May-21	Debtor BOD call	1.0
19-May-21	Call with Debtor Team to discuss bid issues and APA schedule	1.5
21-May-21	Call with Debtor Team to review APA schedules	2.0
24-May-21	Debtor BOD Meeting	1.0
27-May-21	Call with staking horse and team, update call with WSFS	2.0
29-May-21	Call with Debtor Professionals	1.5
7-Jun-21	Debtor BOD call	1.0
Total		25.0

*Connections Community Support Programs**Matthew J. Arden, Vice President**SSG Advisors, LLC*

Date	Task	Hours
20-Apr-21	Review and update cash flow budget; call with Company and counsel to discuss cash flow budget; call with potential buyer; discussions with potential DIP lender and review of term sheet; emails with potential DIP lenders and potential buyers regarding diligence and NDA negotiations; coordination of diligence calls; review of bidding procedures and sales motion and orders	9.5
21-Apr-21	Call with potential buyer to discuss programs; Call with management and stalking horse's consultant to discuss leases; Review of revised APA; calls and emails with potential buyers; calls and emails with potential DIP lenders; virtual meeting with proposed stalking horse and advisors to finalize APA; coordination of diligence calls; diligence request preparation and fulfillment; NDA negotiations	10.5
22-Apr-21	Coordination of diligence meetings; First Day Hearing; emails with potential buyers regarding diligence requests; data room management for MAT clinic specific information; review and fulfill outstanding diligence requests for potential buyers; emails with potential buyers; NDA negotiations; emails and calls with potential DIP lenders; calls regarding diligence requests; virtual diligence meeting with potential buyer and management	8.5
23-Apr-21	NDA negotiations; diligence requests; calls and emails with potential buyers; diligence call with management and potential buyer; review MAT clinic LOI, call with potential DIP lender; coordinate site visits	7.0
24-Apr-21	Emails with prospective buyer coordinating site visits	1.0
25-Apr-21	Emails with prospective buyer coordinating site visits	0.5
26-Apr-21	Call with potential DIP lender; call with potential buyer; pre-BOD meeting prep call; BOD meeting; review and fulfill potential buyer diligence requests; buyer site visit; emails with potential DIP lenders; data room updates; review MAT LOI from potential stalking horse	9.5
27-Apr-21	Call with potential DIP lender; emails with potential buyer regarding second site visit; emails with 340B consultant to arrange call with stalking horse; emails with potential buyers regarding diligence requests; emails with potential DIP lender; coordination of outstanding diligence requests; data room updates; call with potential DIP lender; review DIP term sheet; emails with party interested in mobile dental van; calls and emails with potential Harrington buyer; coordination of diligence calls	10.0
28-Apr-21	Calls with potential buyers; call and emails with debtor professionals re: DIP financing; internal emails regarding open diligence requests; coordination of site visits; review and fulfill buyer diligence requests	9.0
29-Apr-21	Calls and emails with potential buyers; call with stalking horse and management to discuss Quaker Arts; call with stalking horse, management and consultant re: 340B program; review and fulfill diligence requests; data room updates; coordinate open diligence requests; coordinate site visits; emails with potential DIP lender; review DIP term sheet	8.5
30-Apr-21	Call with potential buyer; call with debtor professionals; update call with WSFS; call with stalking horse, management and DHSS; emails with potential buyers fulfilling diligence requests and addressing questions; data room updates; review process summary; coordinate open diligence requests; emails with potential DIP lenders	5.5
1-May-21	Emails with stalking horse addressing lease related questions	0.5
3-May-21	Calls and emails with potential buyers; NDA negotiations; fulfill diligence requests; distribution of sale motion and exhibits	7.5
4-May-21	Call with stalking horse, management and DSCYF; potential buyer site visits; call with debtor and professionals re: potential buyer expression of interest; emails with potential buyers; review process summary; NDA review; data room updates; emails with debtor professionals	8.5
5-May-21	Call with potential buyer; coordinate follow up diligence calls; emails with buyers; respond to diligence requests; data room updates; review NDA edits	7.5
6-May-21	Call with potential buyer; call with stalking horse re: other programs; call with debtor and professionals re: sale and related matters; WSFS update call; call with potential buyer; emails with buyers regarding site visits and diligence requests; coordinate diligence responses and virtual management meetings; NDA negotiations; data room updates	6.5

*Connections Community Support Programs**Matthew J. Arden, Vice President**SSG Advisors, LLC*

Date	Task	Hours
7-May-21	Call with debtor professionals re: stalking horse communications; update call with stalking horse; call with potential buyer re: program adjustments; emails with buyers fulfilling diligence requests; coordinate site visits; data room updates; coordinate diligence responses; APA schedule prep	7.5
8-May-21	Call with potential buyer	0.5
10-May-21	Call with counsel for the state of Delaware re: sale process update; call with potential buyer and management; pre-BOD meeting prep call; BOD meeting; coordinate site visits; data room updates	5.0
11-May-21	Call with debtor and professionals re: APA schedules; emails with potential buyers; coordinate site visits; respond to diligence requests; coordinate management meetings; email updates with potential DIP lenders; respond to UCC requests;	9.5
12-May-21	Buyer site visits; respond to diligence requests and questions; APA schedule prep; data room updates; review process update statistics; review declaration in support of bidding procedures motion	7.5
13-May-21	Call with debtor and professionals re: APA schedule; update call with WSFS; call with potential buyer and management; site visits with potential buyer; respond to diligence requests; coordinate site visits; coordinate calls with EA RCM team and potential buyers; review responses for UCC requests	9.5
14-May-21	Debtor town hall meeting; respond to UCC requests; review potential buyer financials for proof of wherewithal; coordinate site visits; emails with potential buyers regarding open diligence requests; respond to diligence questions; internal discussions regarding non-debtor affiliates; data room updates; APA schedule prep; internal discussions regarding transfer of MCO contracts and NPI numbers in the event of multiple buyers; review diligence responses	6.5
15-May-21	Coordinate call with potential buyer, their advisors and SSG	0.5
16-May-21	Data room updates; internal emails regarding APA schedules	1.0
17-May-21	Bid procedures hearing; call with debtor professionals re: APA schedules; update call with potential buyer; call with stalking horse to discuss low-income housing and non-debtor affiliates; pre-BOD meeting prep call; BOD meeting; review master program detail file prepared by management; emails with potential buyers; APA schedule review and prep; data room updates; coordinate site visits; email updates with potential DIP lender; review potential buyer advisor diligence request list	9.0
18-May-21	Call with debtor professionals re: APA schedules and to discuss buyer advisor diligence requests; data room updates; APA schedule prep; calls and emails with buyers; respond to diligence requests and questions	7.5
19-May-21	Call with debtor and professionals to discuss bid issues; call with potential buyer and its advisors; internal emails regarding APA schedules and status of open diligence requests; emails with potential buyers; coordinate site visits; internal emails regarding assets and properties not included in sale; call with potential buyer; update APA schedules; review responses for UCC requests	8.5
20-May-21	Buyer site visits; call with potential buyer re: GL detail; call with potential buyer; call with debtor professionals re: post-sale A/R collection plan; emails with potential buyers distributing cure info; respond to diligence requests and follow up questions; coordinate calls with EA RCM team and potential buyers; internal emails regarding UCC request for real property info; review buyer's legal diligence request list	11.0
21-May-21	Call with debtor and professionals to review APA schedules; call with potential buyer and EA RCM team; calls with potential buyers; respond to diligence requests and follow up questions from potential buyers; review competing bid package; internal emails regarding UCC request for real property info; review contract and cures schedule and amendments; update APA schedules; email updates with potential DIP lenders	7.5
22-May-21	Emails with counsel for potential buyer	0.5
23-May-21	Coordinate call with stalking horse and EA; emails with potential buyer	0.5
24-May-21	Calls with potential buyers and EA RCM team; update calls with potential buyer; BOD meeting; update APA schedules; emails with potential buyers; coordinate calls with potential buyer and individual program heads and virtual tour of Harrington; respond to buyer legal diligence requests; respond to buyer follow up questions; internal emails regarding leases to be assumed	9.5

*Connections Community Support Programs**Matthew J. Arden, Vice President**SSG Advisors, LLC*

Date	Task	Hours
25-May-21	Calls with potential buyer and select debtor employees re: program detail; call with management and potential buyer; call with counsel for potential buyer re: APA; call with stalking horse and advisors re: accounts receivable status; respond to buyer diligence requests and follow up questions; APA schedule updates; emails with counsel for potential buyer	10.0
26-May-21	Calls with potential buyer and select debtor employees re: program detail; call to discuss competing bid received; internal emails regarding APA schedules; emails with counsel for potential buyer; data room updates; respond to buyer follow up questions; review analysis prepared by potential buyer advisor and address questions; coordinate call with stalking horse advisors and management to review list of contracts; distribute APA schedules; emails with WSFS regarding properties not included in stalking horse bids	7.0
27-May-21	Call with stalking horse and advisors re: contract review; update call with WSFS; data room updates; address questions from WSFS regarding mortgage documents; respond to buyer diligence requests and follow up questions; research potential buyer financial wherewithal	5.5
28-May-21	Call with potential buyer's counsel re: NDA and process; review NDA edits; respond to buyer follow up questions and requests; respond to WSFS questions regarding real property; emails with potential buyers; call with counsel for party interested in a non-debtor affiliate property	7.0
29-May-21	Update call with debtor and professionals; internal emails regarding loan docs	1.5
30-May-21	Internal emails addressing questions from potential buyer's counsel	0.5
1-Jun-21	Call with debtor and professionals; emails with counsel for potential buyer; data room updates; internal emails regarding grant agreements; follow up with remaining active potential buyers	6.5
2-Jun-21	Call with debtor and professionals re: sale and other matters; internal discussion regarding vehicle leases; emails regarding non-debtor affiliates	1.5
3-Jun-21	Call with stalking horse to discuss non-debtor affiliates; call to review bids received and auction prep; data room updates; respond to bidder requests and questions; auction prep; review and distribute competing bid and amendments to stalking horse bid	6.5
4-Jun-21	Internal emails regarding Quaker Arts properties; Auction; data room updates for buyer; review list of remaining open items for buyer and fulfill requests	6.5
7-Jun-21	Internal emails regarding open requests for buyer; respond to follow up questions and requests; BOD meeting	2.5
8-Jun-21	Call with debtor counsel, Sale Hearing; fulfill closing requests; data room updates; review board minutes; review TSAs and revised sale orders; emails with UCC counsel	5.5
9-Jun-21	Data room updates for closing diligence files; coordinate responses to remaining open items; call with management to discuss status of open requests	3.0
10-Jun-21	Data room updates for closing diligence files; coordinate responses to remaining open items; calls with management and buyer to discuss contracts to assume or reject; review updates to list of contracts and potential cures	6.0
11-Jun-21	Call with management and buyer transition team to review current vendors; update call with buyer; internal discussions regarding closing items; review rejection notice and schedules	4.0
13-Jun-21	Review APA amendments	0.5
14-Jun-21	Review revised TSAs; internal emails regarding closing payments; internal discussion regarding Harrington carrying costs	2.5
15-Jun-21	Call with WSFS to discuss post-closing budget; address questions regarding contracts potential missing from list of assumed; emails with buyer counsel regarding equipment lease questions; confirm calculation of closing wire amount	2.0
Total		290.0

*Connections Community Support Programs**Gregory M. O'Sullivan, Associate**SSG Advisors, LLC*

Date	Task	Hours
19-Apr-21	Emails with potential buyers; Discussion around process and valuation	0.5
20-Apr-21	Data room management	0.5
21-Apr-21	Call with potential buyer to discuss programs; Call with management and consultant to discuss leases; Review of revised APA; Additional various buyer correspondence	2.5
22-Apr-21	Data room management; Email correspondence; Management call with potential buyer; Upload diligence files (lease documents) for prospective buyer; Additional buyer research	6.0
23-Apr-21	Calls with potential buyers; NDA / CIM / Data Room management	2.5
26-Apr-21	Emails with potential buyers; BOD meeting; scheduling calls with potential buyers and data room management	3.5
27-Apr-21	Discussions with potential buyers; Facilitating diligence items; Managing content and permissions in the data room	2.5
28-Apr-21	Discussions with potential buyers; Facilitating diligence items; Managing permissions in the data room	2.0
3-May-21	Discussions with potential buyer; Following up with prospective buyers; Distributing process letters	3.5
4-May-21	NDA negotiations; Facilitating diligence	1.0
5-May-21	Discussion with potential buyer; coordinating diligence calls later in the week; data room management; NDA negotiations; Data room administrative management	5.0
6-May-21	Calls with potential buyers; Call with stalking horse bidder; Status update call with the lender; Data room management; Analysis of cash flow forecast and borrowing base; NDA negotiations	6.0
7-May-21	Data room management	1.0
10-May-21	Call with potential buyer; Board call; Emails with potential buyer addressing the sale process and questions around bid deadline / auction	3.5
11-May-21	Call to discuss and organize APA schedules; Emails to coordinate site visits with potential buyer; Facilitate diligence for potential buyers; Data room management	5.0
12-May-21	Emails with various buyers; Data room management	2.5
13-May-21	Call to further discuss APA schedules; Management call with potential buyer; Call to discuss data room content with various stakeholders	5.0
14-May-21	Facilitating diligence; Data room management	2.0
17-May-21	Call with PCO; Call with potential buyer and its advisors; Engagement Hearing; Board call; Data room management	5.5
18-May-21	Call to discuss APA schedules	1.0
19-May-21	Call with potential buyer and diligence advisors	1.5
20-May-21	Call with potential buyer and diligence advisors; Data room management	1.5
21-May-21	Call with potential buyers	2.0
24-May-21	Call with potential buyers; Board call; Data room management	4.0
25-May-21	Call with potential buyers; Call with Stalking Horse and its advisors; Board call; Data room management	5.0
26-May-21	Call with potential buyers; Data room management	2.5
27-May-21	Call with Stalking Horse's advisors	1.0
3-Jun-21	Data room management	0.5
4-Jun-21	Auction	4.0
7-Jun-21	Board call	2.0
8-Jun-21	Sale Hearing	1.0
Total		86.0

*Connections Community Support Programs**Nicholas A. Vernacchio, Analyst**SSG Advisors, LLC*

Date	Task	Hours
20-Apr-21	Buyer list management; Call with potential buyer	1.0
21-Apr-21	Buyer list management	1.0
22-Apr-21	Buyer list management; Call with potential buyer; Additional buyer research	3.0
23-Apr-21	Buyer list management; Calls with potential buyers	2.5
24-Apr-21	Buyer list management	0.5
26-Apr-21	Data room management; Buyer list management	2.0
27-Apr-21	Buyer diligence request; Call with potential buyer	1.0
28-Apr-21	Buyer list management; Call with potential buyer	1.0
29-Apr-21	Calls with potential buyers; Internal management call; Data room management; Buyer list management;	5.0
30-Apr-21	Buyer list management; Data room management; Process summary update; Call with secured lender	3.0
3-May-21	Buyer list management	1.5
3-May-21	Data room management; Call with potential buyer; Buyer outreach / follow up	1.5
5-May-21	Buyer list management; Call with potential buyer; Data room management	1.5
6-May-21	Buyer list management	1.0
6-May-21	Calls with potential buyers; Call with secured lender; Email communication with potential buyer; Data room management	3.0
7-May-21	Data room management	0.5
10-May-21	Call with potential buyer; Board call; Buyer list management; Email communication with passed buyer	3.0
11-May-21	Diligence request fulfillment; Email communication with potential buyer	3.0
12-May-21	Buyer list management; Data room management; Email communication with potential buyer; Process summary update	3.0
13-May-21	Data room management	0.5
13-May-21	Email communication with potential buyer; Calls with potential buyers; Diligence request fulfillment	3.5
14-May-21	Diligence request fulfillment	1.5
14-May-21	Email communication with potential buyer	1.0
14-May-21	Data room management	1.0
17-May-21	SSG engagement hearing; Update call with PCO; Call with potential buyer; Call with management	4.5
18-May-21	Data room management; Call with potential buyer	2.0
19-May-21	Data room management; Call with potential buyer; Email communication with potential buyer	1.5
20-May-21	Email communication with potential buyer; Call with potential buyer; Worked on lease schedules comparison	2.0
21-May-21	Data room management; Calls with potential buyers	2.5
24-May-21	Update call with PCO; Calls with potential buyers; Status update for BOD	3.0
25-May-21	Calls with potential buyers	3.5
26-May-21	Calls with potential buyers; Data room management	3.5
4-Jun-21	Auction	3.5
8-Jun-21	Sale Hearing	1.0
Total		72.5

EXHIBIT D

*Connections Community Support Programs
Expense Detail
SSG Advisors, LLC*

Date	Professional	Expense Type	Description	Amount	Status
4/30/2021	Multiple	Telephone/Internet/Cable	Conference Calls	\$ 207.87	Billed
5/31/2021	Multiple	Telephone/Internet/Cable	Conference Calls	369.36	Billed
5/31/2021	Matthew J. Arden	Transportation Expenses	Mileage Expenses for Buyer Site Visits	397.15	Billed
Total				\$ 974.38	

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

In re:

CONNECTIONS COMMUNITY SUPPORT
PROGRAMS, INC.,

Debtor.¹

Chapter 11

Case No. 21-10723 (MFW)

**ORDER GRANTING FIRST AND FINAL APPLICATION OF SSG ADVISORS, LLC,
AS INVESTMENT BANKER FOR THE DEBTOR, FOR COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR THE PERIOD FROM APRIL 19, 2021,
THROUGH AND INCLUDING JUNE 15, 2021**

Upon consideration of the first and final fee application for compensation and reimbursement of expenses (the “**Application**”)² of SSG Advisors, LLC (“SSG”) as investment banker for the Debtor,; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having found that this 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 Application in this district are proper pursuant to 28 U.S.C. §§ 1408 and 1409; and SSG having provided appropriate notice of the Application; and the Court having reviewed the Application; and after due deliberation thereon; and sufficient cause appearing therefor;

¹ The Debtor in this chapter 11 case, along with the last four digits of its tax identification number, is as follows: Connections Community Support Programs, Inc. (3030). The address of the Debtor’s corporate headquarters is 3812 Lancaster Pike, Wilmington, Delaware 19805.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

IT IS HEREBY ORDERED THAT:

1. The Application is APPROVED.
2. SSG is granted, on a final basis, allowance of compensation in the amount of \$510,000.00 and reimbursement of expenses in the amount of \$974.38.
3. The Debtor is authorized and directed, as provided herein, to remit, or cause to be remitted, payment in the total amount of \$510,000.00, less any and all amounts previously paid on account of such fees and expenses (the “**Final Payment**”).
4. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CONNECTIONS COMMUNITY SUPPORT
PROGRAMS, INC.,

Debtor.¹

Chapter 11

Case No. 21-10723 (MFW)

Hearing Date: August 24, 2021, at 10:30 a.m. (E.T.)
Objection Deadline: August 17, 2021, at 4:00 p.m. (E.T.)

**NOTICE OF THE FIRST AND FINAL APPLICATION OF SSG ADVISORS, LLC,
INVESTMENT BANKER TO THE DEBTOR, FOR ALLOWANCE OF
COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD
APRIL 19, 2021 THROUGH AND INCLUDING JUNE 15, 2021**

PLEASE TAKE NOTICE that, on July 21, 2021, Connections Community Support Programs, Inc. (the “Debtor”) in the above-captioned case filed the *First and Final Application of SSG Advisors, LLC, Investment Banker to the Debtor, for Allowance of Compensation and Reimbursement of Expenses for the Period April 19, 2021 Through and Including June 15, 2021* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). The Application seeks allowance of fees in the amount of \$510,000.00 and expenses in the amount of \$974.38.

PLEASE TAKE FURTHER NOTICE that, responses, if any, to the Application, must be filed on or before **August 17, 2021, at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”) with the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must serve a copy of the response on the following parties so as to be received on or before the Objection Deadline: (a) the Debtor, Connections Community Support Programs, Inc., 3812 Lancaster Pike, Wilmington, Delaware 19805 (Attn: Robert D. Katz, Chief Restructuring Officer (robert.katz@eisneramper.com)); (b) counsel for the Debtor, Chipman Brown Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (Attn: William E. Chipman, Jr., Esquire (chipman@chipmanbrown.com), Mark L. Desgrosseilliers, Esquire (desgross@chipmanbrown.com)); (c) counsel to WSFS, Reed Smith, LLP, Three Logan Square, Suite 3100, 1717 Arch Street, Philadelphia, PA 19103 ((Attn: Brian M. Schenker, Esquire (BSchenker@ReedSmith.com) and Derek M. Osei-Bonsu, Esquire (dosei-bonsu@reedsmith.com)); and 1201 N. Market Street, Suite 1500, Wilmington DE 19801 (Attn: Katelin A. Morales (kmorales@reedsmith.com)); (d) counsel to the Official Committee of Unsecured Creditors, *Polsinelli PC*, 222 Delaware Avenue, Suite 1101, Wilmington, DE 19801, cward@polsinelli.com (Attn: Christopher A. Ward, Esquire); skatona@polsnielli.com (Attn: Shanti M. Katona); and bdolphin@polsinelli.com (Attn: Brenna A. Dolphin); and (e) the Office

¹ The Debtor in this chapter 11 case, along with the last four digits of its tax identification number, is as follows: Connections Community Support Programs, Inc. (3030). The address of the Debtor’s corporate headquarters is 3812 Lancaster Pike, Wilmington, Delaware 19805.

of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Lockbox 35, Wilmington, Delaware 19801 (*Attn*: Rosa Sierra, Esquire (Rosa.Sierra@usdoj.gov)).

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON **AUGUST 24, 2021 AT 10:30 A.M. (PREVAILING EASTERN TIME)** BEFORE THE HONORABLE MARY F. WALRATH, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH Floor, COURTROOM 4, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: July 21, 2021
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

William E. Chipman, Jr. (No. 3818)
Mark L. Desgrosseilliers (No. 4083)
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*Counsel to the Debtor and
Debtor-In-Possession*