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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

BENITAGO INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-11394 (SHL)

(Jointly Administered)

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE ORDER**

This Stipulated Confidentiality Agreement and Protective Order (“Order”) is entered into by and among: (a) the debtors and debtors in possession in the above captioned chapter 11 cases (collectively, the “Debtors”); (b) the Official Committee of Unsecured Creditors (the “Creditors’ Committee”); (c) CoVenture – Bento Credit Opportunities GP, LLC and CoVenture – Bento Credit Opportunities SPV, LP (collectively, “CoVenture”); and (d) any other persons or entities who become bound by this Order by signifying their assent through execution

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Benitago, Inc. (4084); Acrux LLC (9391); Aludra Limited (4147); Algedi LLC (3835); Biham LLC (4095); Canopus LLC (8124); Denebola LLC (5430); Errai LLC (7652); Felis LLC (4176); Ginan LLC (2439); Hamal LLC (1775); Izar LLC (6010); Jabbah LLC (0658); Kamuy LLC (8461); Lich LLC (2892); Maasym LLC (9332); Nusakan LLC (1861); Okab LLC (6499); Phact LLC (3663); Chechia LLC (N/A); Dalim LLC (4741); Segin LLC (8849); Taiyi LLC (N/A); Veritate LLC (6416); Wazn LLC (7193); Yildun LLC (3017); Bharani LLC (1732); Alhena LLC (7613); and Revati LLC (0170). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1 Liberty Street, Ste. 320, New York, New York 10006.

of **Exhibit A** hereto (a "Declaration"). Each of the persons or entities identified in the foregoing clauses (a) through (d) shall be referred to herein individually as a "Party," and, collectively, as the "Parties." The Parties, by and through their respective attorneys of record and subject to Court approval, have agreed to entry of this Order pursuant to 11 U.S.C. 107(b) and Rule 9018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and, with respect to any existing or future contested matter or adversary proceeding, pursuant to Bankruptcy Rules 7026 and 9014 and Rule 26(c) of the Federal Rules of Civil Procedure (the "Federal Rules").

Recitals

WHEREAS, there are, or may be, judicial or other proceedings before this Court, including, but not limited to, contested matters, adversary proceedings, and other disputes (each a "Dispute" and, collectively, the "Disputes") arising out of or relating to the Debtors' filing of voluntary petitions under chapter 11 of title 11 of the United States Code, U.S.C §§ 101–1532 (the "Bankruptcy Code") in this Court (the "Chapter 11 Cases");

WHEREAS, the Parties have sought or may seek certain Discovery Material (as defined below) from one another with respect to one or more Disputes, including through informal requests, Rule 2004 notices or motions, or service of document requests, interrogatories, depositions, or other discovery requests (collectively, the "Discovery Requests"), including as provided by the Federal Rules, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"); and

WHEREAS, there are certain persons or entities other than the Parties hereto that may also propound or be served with Discovery Requests in connection with one or more Disputes during the course of the Chapter 11 Cases.

NOW, THEREFORE, to facilitate and expedite the production, exchange and treatment of Discovery Material (as defined below), to facilitate the prompt resolution of disputes over confidentiality, and to protect Discovery Material (as defined below) that a Party seeks to maintain as confidential, the Parties hereby stipulate and agree, and upon Court approval, it hereby ORDERED that the following terms govern any requests for and production of Discovery Material:²

Scope of Order

1. This Order applies to all information, documents and things produced, communicated, or provided by a Party or non-Party (a "Producing Party") to any other Party or non-Party (each a "Receiving Party") in response to or in connection with any Discovery Requests, whether formal or informal, including without limitation deposition testimony, interviews, interrogatories, answers to interrogatories, requests for admission, responses to requests for admission, documents, information, data, and things produced, as well as any and all copies, abstracts, digests, notes, summaries, and excerpts thereof (collectively, "Discovery Material").

2. Any Party or its counsel serving a subpoena or request upon a non-Party, which subpoena or request requires the production of documents or testimony, shall serve a copy of this Order along with such subpoena or request and instruct the non-Party recipient of such subpoena or request that he, she or it may designate documents or testimony in a Dispute produced pursuant to such subpoena or request according to the provisions herein upon signing a

² Reference herein to "non-Parties" or a "non-Party," or a "non-Party" becoming a "Party," is for purposes of reference in this Order only. All such references herein are not intended to reflect any agreement as to whether any "Party" is or will become a "party," or any "non-Party" will not be a "party," in any case or other proceeding, or otherwise to reflect any agreement as to the "party" or "non-party" status of any litigant.

Declaration in the form provided as **Exhibit A** and agreeing to be bound by the terms of this Order.

3. This Order does not affect, amend or modify any existing formal or informal confidentiality agreements or protective orders applicable to any Producing Party or Receiving Party, and nothing in this Order shall constitute a waiver of any rights under such agreements or orders.

4. Nothing in this Order—including the fact that a party is a Party to this Order—entitles or is intended to entitle any Party or non-Party to any Discovery Material for any purposes, including in connection with any Dispute.

Designating Discovery Material

5. Any Producing Party may designate Discovery Material as “Confidential” or “Highly Confidential” (any such Discovery Material, “Designated Material”) in accordance with the following provisions:

- (a) Confidential Material: A Producing Party may designate Discovery Material as “Confidential” if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that: (i) such Discovery Material (A) constitutes or contains nonpublic proprietary or confidential, technical, business, financial, personal or other information of a nature that can be protected under Bankruptcy Rules or the Federal Rules or (B) is subject by law or by contract to a legally protected right of privacy; or (ii) the Producing Party (A) is under a preexisting obligation to a third-party to treat such Discovery Material as confidential or (B) has in good faith been requested by another Party or non-Party to so designate such Discovery Material on the grounds that such other Party or non-Party considers such Discovery Material to contain information that is confidential or proprietary to such Party or non-Party.
- (b) Highly Confidential Material: A Producing Party may designate Discovery Material as “Highly Confidential” if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material constitutes or includes Highly Confidential Discovery Material that is of such a nature that a risk of competitive injury would be

created if such Discovery Material were disclosed to persons other than those identified in Paragraph 11 of this Order, such as trade secrets, sensitive financial or business information, or material prepared by its industry advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the signatories to this Order in connection with the Disputes or these Chapter 11 Cases, but only to the extent that the Producing Party believes in good faith that such material is of such a nature that “Highly Confidential” treatment is warranted.

- (c) Undesignated Material: Subject to the rights and obligations of the Parties under Paragraphs 8, 9, and 23 of this Order, no Party shall have any obligation or duty to maintain as confidential or prevent from disclosure any Discovery Material that is not Designated Material (“Undesignated Material”).

6. Manner of Designation of Discovery Material: Where reasonably practicable, any Designated Material shall be designated by the Producing Party as such by marking every such page “Confidential” or “Highly Confidential” as applicable. Such markings should not obliterate or obscure the content of the material that is produced. Where marking every page of such materials is not reasonably practicable, a Producing Party may designate material as “Confidential” or “Highly Confidential” by informing the Receiving Party in writing in a clear and conspicuous manner at the time of production that such material is “Confidential” or “Highly Confidential.” Inclusion of the words “Confidential” or “Highly Confidential” in the file names of any native file documents shall be deemed to comply with this requirement.

Deposition testimony and recordings shall be designated as set forth in Paragraph 16.

7. Designation of Written Discovery Material: Where Designated Material is produced in the form of a written response to a request for written discovery (including, without limitation, written responses to interrogatories or requests for admission), the Producing Party may designate such material by imprinting “Confidential” or “Highly Confidential” as applicable before the written response, or by informing the Receiving Party in writing in a clear and conspicuous manner at the time of production that such material is “Confidential” or “Highly

Confidential.” The designation of Discovery Material as “Confidential” or “Highly Confidential,” regardless of the medium or format of such Designated Material or the method of designation as provided for herein, shall constitute a representation by the Producing Party that there is a good-faith basis for that designation.

8. Late Designation of Discovery Material: The failure to designate particular Discovery Material as “Confidential” or “Highly Confidential” at the time of production (“Misdesignated Material”) shall not operate to waive a Producing Party’s right to later designate such Discovery Material as Designated Material or later apply another designation pursuant to this Order. At such time, arrangement will be made for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of such Discovery Material. Upon receipt of replacement copies of such Misdesignated Material with the proper designation, the Receiving Party or Parties shall take all reasonable steps to return or destroy all previously produced copies of such Misdesignated Material. If requested by the Producing Party, a Receiving Party shall verify in writing that it has taken all reasonable steps to return or destroy such Misdesignated Material. Notwithstanding the foregoing, no Party shall be deemed to have violated this Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in any manner consistent with its original designation but inconsistent with its later designation. Once such later designation has been made, however, any Discovery Material shall be treated in accordance with that later designation; provided, however, that if the material that was not designated has been, at the time of the later designation, previously publicly filed with a court or otherwise made publicly available (other than in violation of this Order), no Party shall be bound by such later designation except to the

extent determined by the Court upon motion of the Party or non-Party that failed to make the designation.

Use and Disclosure of Confidential or Highly Confidential Material

9. General Limitations On Use And Disclosure Of All Discovery Material:

Except as set forth in Paragraph 32, unless otherwise agreed to by the Producing Party or ordered by the Bankruptcy Court, all Discovery Material, whether Designated Material or non-Designated Material, shall be used by the Receiving Parties solely for the purposes of a Dispute or the Chapter 11 Cases and not for any other purpose, including any other litigation or judicial proceedings, or any business, competitive, governmental, commercial, or administrative purpose or function.

10. Confidential Material: Confidential Material, and any and all information contained therein, may be given, shown, made available or communicated only to the following:

- (a) the Debtors;
- (b) the Debtors' creditors and other constituents (including the Creditors' Committee and CoVenture) that are signatories to this Order or who sign **Exhibit A**, including their respective members, managers, partners, directors, officers, employees, and agents who are assisting with or making decisions with respect to any Dispute;
- (c) the U.S. Trustee;
- (d) any Party who has signed **Exhibit A**; and
- (e) any additional persons specified in Paragraph 11 below.

11. Highly Confidential Material: Highly Confidential Material, and any and all information contained therein, may be given, shown, made available or communicated only to the following:

- (a) outside counsel and staff working under the express direction of such counsel for:

- (i) the Debtors;
 - (ii) the Debtors' creditors and other constituents who are signatories to this Order;
 - (iii) the U.S. Trustee; and
 - (iv) any Party who has signed **Exhibit A**.
- (b) industry advisors, financial advisors, experts, and consultants (and their respective staff) that are retained by the signatories to this Order or by a creditor who signs **Exhibit A** in connection with the Chapter 11 Cases or any Dispute;
 - (c) any person who is indicated on the face of a document to have been an author, addressee or copy recipient thereof, an actual recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
 - (d) subject to Paragraph 13 witnesses that have been noticed or subpoenaed, for a deposition or for court proceedings, and the witness's counsel, to the extent that it is determined by counsel for a Party in good faith that such disclosure is reasonably necessary for the proceedings or the resolution of the Disputes, and that doing so would not cause competitive harm, provided, however, that such Designated Material is only shared in connection with such testimony or in preparation for such testimony. Those witnesses or deponents who are shown Designated Material shall not be allowed to retain copies;
 - (e) court reporters, stenographers, or videographers who record testimony in connection with the Chapter 11 Cases or any Dispute;
 - (f) the Court, its officers and clerical staff involved in the Chapter 11 Cases or any Dispute;
 - (g) outside photocopying, graphic production services, or litigation support services, as necessary for use in connection with the Chapter 11 Cases or any Dispute;
 - (h) any mediators and their staff in connection with the Chapter 11 Cases or any Dispute; and
 - (i) any other person or entity with respect to whom the Producing Party may consent in writing.

12. **Designated Material To Be Disclosed Only In Accordance With**

Paragraphs 10 and 11: Confidential Material, and the substantive information contained therein,

shall not be given, shown, made available to, disclosed or communicated in any way, except to those people provided in Paragraph 10 of this Order. Highly Confidential Material, and any and all information contained therein, shall not be given, shown, made available to, disclosed or communicated in any way, except to those people provided in Paragraph 11 of this Order.

13. Prerequisite To Disclosure Of Designated Material: Before any person or their representative identified in Paragraph 11(b), 11(d), or 11(i) hereof is given access to Designated Material, such person or their representative shall be provided with a copy of this Order and shall execute Exhibit A annexed hereto. Each such executed Exhibit A shall be retained in the files of counsel for the Party who gave access to the Designated Material to the person who was provided such access. Such executed Exhibit A shall not be subject to disclosure under the Federal Rules or the Bankruptcy Rules unless a showing of good cause is made and the Court so orders.

14. Sealing of Designated Material Filed With Or Submitted To the Court: Any Party that intends to file ("Filing Party") with the Court pleadings, documents or other papers (or attachments thereto) containing Designated Material shall seek permission to file the Designated Material under seal in accordance with the Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual Chambers' Rules of the Judge and any applicable Court orders.

15. Use of Discovery Material in Open Court: The limitations on disclosure in this Order shall not apply to any Discovery Materials offered or otherwise used by any Party at trial or any hearing held in open court except as provided in this paragraph. As part of any pretrial conference or any meet and confer regarding the use of exhibits in any evidentiary hearing, and where practicable at least twenty-four (24) hours prior to the use of any Designated Material at trial or any hearing to be held in open court, counsel for any Party who desires to

offer or use such Designated Material at trial or any hearing to be held in open court shall meet and confer in good faith with the Producing Party together with any other Parties who have expressed interest in participating in such meet and confer to discuss ways to redact the Designated Material so that the material may be offered or otherwise used by any party, in accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a dispute related to such Designated Material, then the Producing Party bears the burden of requesting relief from the Court and, in the absence of such relief, there shall be no limitations on the ability of the Parties to offer or otherwise use such Designated Material at trial or any hearing held in open court.

Depositions

16. Deposition—Manner of Designation: In the case of depositions, if counsel for a Party believes that a portion of the testimony should be Designated Material of such Party, such testimony may be designated as appropriate by:

- (a) Stating so orally on the record and requesting that the relevant portion(s) or entire transcript of testimony be so designated; or
- (b) Providing written notice within seven (7) days of the Party's or non-Party's receipt of the final transcript from the court reporter that the relevant portion(s) or entirety of such transcript or other recording of a deposition be so designated, except in the event that a hearing on related issues is scheduled to occur within seven (7) days, in which case the foregoing seven (7) day period will be reduced to three (3) days. Such designation and notice shall be made in writing to the court reporter, with copies to all other counsel, identifying the portion(s) of or the entire transcript that is so designated, and directing the court reporter to treat the transcript as provided in Paragraph 20 below. Until expiration of the aforesaid seven (7) or three (3) day period following receipt of the transcript by the Parties or non-Parties, all deposition transcripts and other recordings shall be considered and treated as Confidential unless otherwise agreed on the record at the deposition.

17. Designated Material Used as Exhibits during Depositions: Nothing in Paragraph 16 shall apply to or affect the confidentiality designations of Discovery Material

entered as exhibits at depositions. Designated Material shall not lose its confidentiality status as a result of being marked as a deposition exhibit.

18. Witness Review of Deposition Testimony: Nothing in Paragraphs 16 or 17 shall preclude the witness from reviewing his or her deposition transcript and accompanying exhibits.

19. Presence of Persons During Depositions: When Designated Material is elicited during a deposition, persons not entitled to receive such information under the terms of this Order shall be excluded from the portion of the deposition so designated.

20. Responsibilities and Obligations of Court Reporters: In the event that testimony is designated as Confidential or Highly Confidential, the court reporter shall be instructed to include on the cover page of each such transcript the legend: “This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith” and each page of the transcript shall include the legend “Confidential” or “Highly Confidential,” as appropriate. If the deposition is recorded, by audio or visual means, the recording shall also be subject to the same level of confidentiality as the transcript and include the legend “Confidential” or “Highly Confidential,” as appropriate, if any portion of the transcript itself is so designated.

GENERAL PROVISIONS

21. This Order is a procedural device intended to protect Discovery Materials designated as Designated Material. Nothing in this Order shall affect any Party’s or non-Party’s rights or obligations unrelated to the confidentiality of Discovery Materials.

22. Nothing contained herein shall be deemed a waiver or relinquishment by any Party or non-Party of any objection, including but not limited to, any objection concerning the alleged confidential or proprietary nature of any documents, information, or data requested

by a Party or non-Party, the designation of Designated Material, any right to object to any discovery request, or any right to object to the admissibility of evidence on any ground, or to seek any further protective order, or to seek relief from the Court or any other applicable court from any provision of this Order by motion on notice on any grounds.

23. Unauthorized Disclosure of Designated Material: In the event of a disclosure by a Receiving Party of Designated Material to persons or entities not authorized by this Order to receive such Designated Material, the Receiving Party making the unauthorized disclosure shall, upon learning of the disclosure: immediately notify the person or entity to whom the disclosure was made that the disclosure contains Designated Material subject to this Order; immediately make reasonable efforts to recover or secure the destruction of the disclosed Designated Material as well as preclude further review, dissemination, or use by the person or entity to whom the disclosure was made; and immediately notify the Producing Party of the identity of the person or entity to whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken to recover or destroy the disclosed Designated Material and ensure against further review, dissemination, or use thereof. Disclosure of Designated Material other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate.

24. Manner of Objecting to Designation of Designated Material: If any Receiving Party objects to the designation of any Designated Material (whether such designation is made on a permanent basis or temporary basis with respect to deposition testimony), the Receiving Party shall first raise the objection with the Producing Party in writing, and confer in good faith to attempt to resolve any dispute respecting the terms or operation of this Order. If within two (2) business days after receipt of an objection in writing, the Producing Party does not

agree to change the designation of the Designated Material, the Receiving Party may seek relief from the Court. Until the Court rules on such an issue, the Designated Material shall continue to be treated as designated by the Producing Party. Upon a request by a Party or non-party, the Court may order the removal of the “Confidential” or “Highly Confidential” designation from any Discovery Material so designated subject to the provisions of this Order. The burden of establishing that information has been properly designated as Designated Material is on the Designating Party. Notwithstanding the foregoing, circumstances may exist that require a party to seek Court authority to remove the “Confidential” or “Highly Confidential” designation of Designated Material on a more expedited basis. In such a circumstance, the moving party will provide advance notice to the Producing Party.

25. Timing of Objections to Designated Material: A Receiving Party shall not be obliged to challenge the propriety of a confidentiality designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. The failure of any Receiving Party to challenge the designation by a Producing Party of Discovery Materials as “Confidential” or “Highly Confidential” during the discovery period in any proceeding shall not be a waiver of that Receiving Party’s right to object to the designation at any later time in these Chapter 11 Cases or in any Dispute.

26. Inadvertent Production of Privileged Discovery Material: Pursuant to Federal Rule of Evidence 502(d), and Federal Rule 26(b)(5)(B), made applicable hereto by Bankruptcy Rules 7026 and/or 9014, the disclosure of documents or information containing privileged information, information constituting attorney work product, or information that otherwise is protected from disclosure, whether inadvertent, unintentional, or otherwise, shall not constitute a waiver of the privilege or protection in the Chapter 11 Cases or any state or federal

proceeding. This Order shall be interpreted to provide the maximum protection allowed under Federal Rule of Evidence 502(d) and Federal Rule 26(b)(5)(B). Nothing herein is intended to or shall serve to limit a Party's right to conduct a review of documents, electronically stored information, or other information (including metadata), for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Upon request from the Producing Party, the Receiving Party must destroy any document over which privilege or protection is asserted, all copies, and any information derived therefrom, regardless of whether the Receiving Party agrees with the assertion of privilege or protection. The Receiving Party may move to compel production of a copy of the document should it challenge the designation of privilege or protection.

27. Challenging Privilege Determinations: The Receiving Party shall not be obliged to challenge the propriety of privilege determinations at the time asserted, and a failure to do so shall not preclude a subsequent challenge thereto. If, after review of the Producing Party's privilege log, the Receiving Party wishes to challenge one or more of the privilege designations made in the privilege log, the Parties shall first meet and confer in a good faith effort to resolve any dispute concerning any challenged privilege designations. If the Parties are unable to agree on the appropriateness of one or more privilege designations, the Party challenging the privilege designations may present such dispute to the Court. Neither Party shall contend that the meet and confer process set forth in this paragraph constitutes a waiver of attorney-client privilege or attorney work product for any document claimed to be protected from disclosure.

28. Use of Non-Confidential Material: To the extent that any Receiving Party has documents or information that (a) were already in its possession at the time the same

document or information is received from a Producing Party and are not subject to any other confidentiality agreement, non-disclosure agreement, or other confidentiality obligation; (b) are received or become available to a Receiving Party on a non-confidential basis, not in violation of an obligation of confidentiality to any other person; (c) were independently developed by such Receiving Party without violating its obligations hereunder; or (d) are published or become publicly available in a manner that is not in violation of this Order or of any obligation of confidentiality to any other person (collectively “Non-Confidential Material”), nothing in this Order shall limit a Receiving Party’s ability to use Non-Confidential Material in a deposition, hearing, trial or otherwise in connection with any Dispute or the Chapter 11 Cases, or otherwise. Nothing in this Order shall affect the obligation of any Receiving Party to comply with any other confidentiality agreement with, or undertaking to, any other person or Party, including, but not limited to, any confidentiality obligations arising from agreements entered into prior to the Chapter 11 Cases.

29. Obligations Following Conclusion of the Disputes: Within ninety (90) days of the later of the resolution of the relevant Dispute(s), including all appeals as to all Parties, or the Debtors’ emergence from bankruptcy, unless otherwise agreed to by the Parties or ordered by a court, all Parties and non-Parties shall take all reasonable steps to return to counsel for the respective Producing Party, or to destroy, all Designated Material, and all copies thereof in the possession of any person, except that counsel may retain for its records (a) their work product; (b) a copy of court filings or submissions, transcripts, deposition/examination recordings, deposition/examination exhibits, expert reports; and (c) exhibits introduced at any hearing or trial. A Receiving Party may retain Designated Material that is auto-archived or otherwise “backed up” on electronic management and communications systems or servers, or as

may be required for regulatory recordkeeping purposes; provided that such retained documents will continue to be treated as designated consistent with the provisions in this Order. If a Receiving Party chooses to take all reasonable steps to destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything in this paragraph, to the extent that the information in the Designated Material remains confidential, the terms of this Order shall remain binding.

30. Continuing Applicability of Confidentiality Agreement and Stipulated Protective Order: The provisions of this Order shall survive the final resolution of the Disputes and Debtors' emergence from bankruptcy for any retained Designated Material. The final termination of the Disputes and the Debtors' emergence from bankruptcy shall not relieve counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Designated Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

31. Amendment of Confidentiality Agreement and Stipulated Protective Order: Upon good cause shown, and on notice to all Parties, any Party may move to amend the provisions of this Order at any time or the Parties may agree by written stipulation, subject to further order of the Court if applicable, to amend the provisions of the Order.

32. Disclosure of Designated Material in Other Proceedings: Any Receiving Party that may be subject to a motion or other form of legal or regulatory process or demand seeking the disclosure of a Producing Party's Designated Material in a proceeding or action other than one of the Disputes (a) shall notify the Producing Party within three (3) business days of receipt of such process or demand (unless such notice is prohibited by applicable law, rule, or

regulation) to enable such Producing Party to have a reasonable opportunity to appear and be heard on whether that information should be disclosed, and (b) in the absence of a court order preventing such disclosure, the Receiving Party shall be permitted to disclose only that portion of the information that is legally required to be disclosed and shall inform in writing any person to whom such information is so disclosed of the confidential nature of such information.

33. Use of Designated Material by Producing Party: Nothing in this Order affects the right of any Producing Party to use or disclose its own Designated Material in any way. Such disclosure will not waive the protections of this Order, and subject to Paragraph 28, will not otherwise entitle other Parties, non-Parties, or their attorneys to use or disclose such Discovery Material in violation of this Order.

34. Obligations of Parties: Nothing herein shall relieve a Party of its obligations under the Federal Rules, the Bankruptcy Rules, the Federal Rules of Evidence, and the Local Rules, or under any other rules applicable to any of the Disputes, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to Discovery Requests in connection with any Dispute.

35. Advice Of Counsel: Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Chapter 11 Cases or any Dispute and, in the course thereof, relying on examination of Designated Material; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any information in any manner that is inconsistent with the restrictions or procedures set forth herein.

36. Entire Agreement: This Order constitutes the entire agreement among the Parties pertaining to the use and disclosure of Discovery Material in connection with the Chapter

11 Cases or any Dispute and supersedes prior agreements and understandings pertaining to that subject matter, it being understood that any restrictions, limitations, or protections concerning confidentiality or non-disclosure in a prior written agreement shall continue to be in full force and effect, notwithstanding the terms of this Order.

37. Notice: When notice is permitted or required by the provisions hereof, such notice shall be in writing, directed to the undersigned counsel of the Party to receive such notice, at the corresponding email addresses indicated below, or to counsel of any non-Party receiving such notice. Notice shall be delivered by email, and shall be effective upon receipt.

38. Enforcement: The provisions of this Order constitute an Order of this Court and violations of this Order are subject to the imposition of legal sanctions in the same manner as any other Order of the Court.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

DATED: October 4, 2023
New York, New York

TOGUT, SEGAL & SEGAL LLP
By:

/s/ Jared C. Borriello

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

DATED: October 4, 2023
New York, New York

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By:

/s/ Sean Southard

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Proposed Counsel for the Acrux Debtors

DATED: October 3, 2023
New York, New York

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By:

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*Proposed Counsel for the Official Committee
of Unsecured Creditors*

DATED: October 3, 2023
New York, New York

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Bento Credit Opportunities SPV, LP*

Dated: October 11, 2023

/s/ Sean H. Lane
THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

BENITAGO INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-11394 (SHL)

(Jointly Administered)

JOINDER TO CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

Reference is made to that certain Stipulated Confidentiality Agreement and Protective Order (the “Protective Order”), dated as of September [], 2023, by and between the above captioned debtors and debtors-in-possession (the “Debtors”) and other parties as specified in the signature pages of this Protective Order, and any other persons or entities who become bound by this Order (collectively with the foregoing, each individually a “Party” and collectively the “Parties”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Protective Order.

The undersigned, [] (the “Joinder Party”) is [] and hereby:

- (i) acknowledges that it has received and reviewed a copy of the Protective Order, and agrees to be bound by the terms and conditions of the Protective Order;
- (ii) acknowledges and agrees that the Joinder Party is entitled to receive Designated Material solely for the purposes of the Chapter 11 Cases and any Dispute(s); and further certifies that it will not use the Designated Material for any purpose other than in connection with the Chapter 11 Cases and any Dispute(s), and will not disclose or cause Designated Material to be disclosed to anyone not expressly permitted by the Protective Order to receive Designated Material; and

The undersigned hereby submits to the jurisdiction of the Bankruptcy Court solely with respect to the provisions of the Protective Order.

This Joinder and all obligations hereunder shall terminate upon the termination of the Protective Order.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Benitago, Inc. (4084); Acrux LLC (9391); Aludra Limited (4147); Algedi LLC (3835); Biham LLC (4095); Canopus LLC (8124); Denebola LLC (5430); Errai LLC (7652); Felis LLC (4176); Ginan LLC (2439); Hamal LLC (1775); Izar LLC (6010); Jabbah LLC (0658); Kamuy LLC (8461); Lich LLC (2892); Maasym LLC (9332); Nusakan LLC (1861); Okab LLC (6499); Phact LLC (3663); Chechia LLC (N/A); Dalim LLC (4741); Segin LLC (8849); Taiyi LLC (N/A); Veritate LLC (6416); Wazn LLC (7193); Yildun LLC (3017); Bharani LLC (1732); Alhena LLC (7613); and Revati LLC (0170). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1 Liberty Street, Ste. 320, New York, New York 10006.

[JOINDER PARTY]

By: _____

Name:

Title: