UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
	§	
	§	

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF LOEB & LOEB LLP AS BANKRUPTCY COUNSEL FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

IF YOU OBJECT TO THE RELIEF REQUESTED IN THIS APPLICATION, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS APPLICATION. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE DAYS FROM THE DATE YOU WERE SERVED WITH THIS APPLICATION. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEYS.

The above-captioned Debtor and Debtor-in-Possession (the "Debtor") files this application (this "Application") for the entry of an order (the "Order"), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtor to retain and employ Loeb & Loeb LLP ("Loeb") as its attorneys effective as of the Petition Date. In support of this Application, the Debtor submits the declaration of Bernard R. Given II, a partner of Loeb (the "Given Declaration"), which is attached hereto as **Exhibit B**, and the declaration of Herman Hubert "Tripp" Wommack, III, the Debtor's Chief Executive Officer, which is attached hereto as **Exhibit C** (the "Wommack Declaration"). In further support of this Application, the Debtor respectfully states as follows.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

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

3. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of Texas (the "Local Bankruptcy Rules").

Background

4. On May 21, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is operating its business and managing its properties as Debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. A description of the Debtor's business, the reasons for commencing the chapter 11 case, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of H.H. Wommack, III in Support of Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, filed on May 21, 2026 [Docket No. 12], incorporated herein by reference.

Relief Requested

6. By this Application, the Debtor seeks the entry of the Order authorizing the retention and employment of Loeb as its bankruptcy counsel, in accordance with this Application and the proposed Order submitted herewith, in furtherance of that certain engagement letter between the Debtor and Loeb effective as of September 24, 2025 (the "Engagement Letter"), a copy of which is attached hereto as **Exhibit 1** to **Exhibit A** and incorporated herein by reference.

Loeb's Qualifications

7. The Debtor seeks to retain Loeb based upon, among other things, Loeb's knowledge of the Debtor's business and financial affairs, as well as Loeb's recognized expertise and extensive experience and knowledge in the field of bankruptcy and business reorganizations under chapter 11 of the Bankruptcy Code. In particular, Mr. Given, who has been licensed in, and has practiced in, Texas for almost thirty (30) years, has substantial expertise in energy service industry cases. Mr. Given has represented debtors, creditor committees and trustees in all aspects of the energy industry and related service industries. Among his prior debtor representations in Texas are Southwest Petroleum, Inc., Mid-America Petroleum, American Standard Energy Company, Blastco Services, Inc., and CJ Holding Company. Moreover, Loeb has a robust energy practice with expertise in the oil and gas space, having represented oil and gas companies, buyers and sellers of oil and gas companies, as well as lenders to such companies. Loeb has extensive experience on these unique legal issues.

8. Beginning in September 2025, Loeb began to provide services to the Debtor in connection with its restructuring efforts. Since then, the Debtor and Loeb have worked closely with proposed financial advisor Flashpoint Advisors ("Flashpoint") in an effort to respond to the Debtor's financial circumstances, including by engaging in negotiations concerning the Debtor's

restructuring options with the Debtor's major creditors, negotiating with vendors and suppliers, preparing documents related to the Chapter 11 Case, and other related matters. In all of these matters relating to the Debtor, Loeb has become uniquely familiar with the Debtor's business affairs and many of the potential legal issues that might arise in the context of this chapter 11 case. Loeb has provided advice and assisted the Debtor in all aspects of its restructuring efforts. The Debtor thus believes that Loeb is both well-qualified and uniquely able to represent the Debtor in this chapter 11 case.

9. The Debtor also intends to file applications to employ other professionals in the chapter 11 case. Loeb has established a protocol with the Debtor and the other professionals to clearly delineate their respective duties to ensure that there is no unnecessary duplication of services performed or charged to the Debtor's estate and to utilize the respective professionals' specialties in discrete areas. The efficient coordination of the efforts of the Debtor's attorneys and other professionals will greatly add to the effective administration of the chapter 11 case.

Services to be Provided

10. Subject to further order of the Court, the Debtor requests the retention and employment of Loeb to render the following legal services:

a. advising the Debtor with respect to its powers and duties as Debtor in possession in the continued management and operation of its business and properties;

b. advising and consulting on the conduct of this chapter 11 case, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest, including vendors, suppliers, and materialmen;

d. taking all necessary actions to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor, and representing the Debtor in negotiations concerning litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate;

e. analyzing issues regarding perfection and valuation issues regarding any unencumbered assets;

f. preparing pleadings in connection with this chapter 11 case, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtor's estate;

g. analyzing proofs of claim filed against the Debtor and potential objections to such claims;

h. appearing before the Court and any appellate courts to represent the interests of the Debtor's estate, including issues involving vendors, suppliers or litigation involving creditors of the estate;

i. taking any necessary action on behalf of the Debtor to assist in the negotiation, preparation and approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

j. performing all other necessary legal services for the Debtor in connection with the prosecution of this chapter 11 case, including: (i) analyzing the Debtor's leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtor; and (iii) advising the Debtor on corporate and litigation matters.

Professional Compensation

11. Loeb intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with this chapter 11 case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Loeb will use in this chapter 11 case are similar to the hourly rates and corresponding rate structure that Loeb uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required.

12. Loeb operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

13. Loeb's hourly rates, disclosed at the current amounts in the Given Declaration, are set at a level designed to compensate Loeb fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. The hourly rates are subject to periodic adjustments to reflect economic and other conditions, which adjustments will be reflected in the first Loeb fee application following such adjustments.

14. Loeb represented the Debtor during the three-month period before the Petition Date using the hourly rates that Loeb will charge during this chapter 11 case. Moreover, these hourly rates are consistent with the rates that Loeb charges other clients, regardless of the location of the chapter 11 case.

15. In addition, as described in Exhibit C, the Debtor has reviewed and approved Loeb's standard rate structure and determined that the rate structure provided by Loeb is appropriate and not significantly different from (a) the rates that Loeb charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Loeb will perform in this chapter 11 case.

16. It is Loeb's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Loeb's policy to charge its clients only the amount actually incurred by Loeb in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

17. Loeb currently charges the Debtor $0.20 per page for standard duplication in its offices in the United States. Loeb will not charge the Debtor for incoming facsimile transmissions. Loeb has negotiated a discounted rate for Lexis-Nexis computer-assisted legal research.

Compensation Received by Loeb from the Debtor

18. To date, Loeb has received from the Debtor the amounts set forth in the Given Declaration as compensation for professional services performed in the year prior to the Petition Date, as well as additional amounts for the reimbursement of reasonable and necessary expenses incurred in connection therewith. As of the Petition Date, the Debtor did not owe Loeb any amounts for legal services rendered before the Petition Date and Loeb is not a creditor of the Debtor.

19. Loeb also has received an advance retainer as disclosed in the Given Declaration for its prepetition and postpetition services rendered and expenses incurred on behalf of the Debtor. The Engagement Letter requested an advance fee deposit in the amount of $10,000, to be maintained in a trust account and applied to attorneys' fees and costs as earned or incurred. In this chapter 11 case, Loeb requests that any remaining advance retainer be treated as an evergreen retainer and be held by Loeb as security throughout the chapter 11 case until Loeb's fees and expenses are awarded and payable to Loeb on a final basis. The amount of Loeb's advance retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred prior to the Petition Date. Loeb currently holds a retainer in the amount of $50,000.

20. Pursuant to Bankruptcy Rule 2016(b), Loeb has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with

the partners, associates, and contract attorneys associated with Loeb or (b) any compensation another person or party has received or may receive.

Loeb's Disinterestedness

21. To the best of the Debtor's knowledge and as disclosed herein and in the Given Declaration, (a) Loeb is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate and (b) Loeb has no connection to the Debtor, its creditors, or other parties in interest, except as disclosed in the Given Declaration.

22. Loeb will review its files periodically during the pendency of this chapter 11 case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Loeb will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

23. The Debtor seeks retention of Loeb as its attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

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

11 U.S.C. § 327(a).

24. Bankruptcy Rule 2014(a) requires that an application for retention include:

> [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party

> in interest, its respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

25. The Debtor submits that for all the reasons stated above and in the Given Declaration, the retention and employment of Loeb as counsel to the Debtor is warranted and in the best interest of the Debtor, its estate, and its creditors and should be approved. Further, as stated in the Given Declaration, Loeb is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate and has no connection to the Debtor, its creditors, or other parties in interest, except as may be disclosed in the Given Declaration.

Notice

26. The Debtor will provide notice of this Application to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the holders of the 20 largest unsecured claims against the Debtor; (c) the administrative and collateral agent under the Debtor's secured credit agreement and counsel thereto; (d) the United States Attorney's Office for the Southern District of Texas; (e) the Internal Revenue Service; (f) the office of the attorneys general for the states in which the Debtor operates; (g) the Unsecured Creditors Committee; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application will also be available on the website of the Debtor's notice and claims agent at https://cases.omniagentsolutions.com/?clientId=3789. In light of the nature of the relief requested, the Debtor submits that no other or further notice is required.

No Prior Request

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

WHEREFORE, the Debtor respectfully requests that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Respectfully submitted,

Dated: June 22, 2026
Los Angeles, California

LOEB & LOEB LLP

/s/ Bernard R. Given II

Bernard R. Given II
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10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067-4120
Telephone: 310-282-2000
Facsimile: 310-282-2200
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-and-

Bethany D. Simmons
S.D. Tex. No. 3858335
345 Park Avenue
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Proposed Counsel to the Debtor
and Debtor in Possession

EXHIBIT A
Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
	§	
	§	

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF LOEB & LOEB LLP AS BANKRUPTCY COUNSEL FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the "Application")[1] of the above-captioned Debtor and Debtor in possession (collectively, the "Debtor") for the entry of an order (this "Order") authorizing the Debtor to retain and employ Loeb & Loeb LLP ("Loeb") as its bankruptcy counsel effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Local Bankruptcy Rules for the Southern District of Texas (the "Local Bankruptcy Rules"); and the Court having reviewed the Application, the Declaration of Bernard R. Given II, a partner of Loeb (the "Given Declaration") and the declaration of H.H. Wommack, III, the Chief Executive Officer of Warrior Technologies, LLC (the "Wommack Declaration"); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application 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 is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court

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

having found based on the representations made in the Application and in the Given Declaration that (a) Loeb does not hold or represent an interest adverse to the Debtor's estate and (b) Loeb is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the 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 the Court having found that the Debtor provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.

2. The Debtor is authorized to retain and employ Loeb as its bankruptcy counsel *nunc pro tunc* to the Petition Date in accordance with the terms and conditions set forth in the Application, the Engagement Letter attached hereto as **Exhibit 1** and this Order.

3. Loeb is authorized to provide the Debtor with the professional services described in the Application, in furtherance of the Engagement Letter. Specifically, but without limitation, Loeb will render the following legal services:

a. advising the Debtor with respect to its powers and duties as Debtor in possession in the continued management and operation of its businesses and properties;

b. advising and consulting on the conduct of this chapter 11 case, including all of the legal and administrative requirements of operating in chapter 11;

c. attending meetings and negotiating with representatives of creditors and other parties in interest, including vendors, suppliers and materialmen;

d. taking all necessary actions to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor, and representing the Debtor in negotiations concerning litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate;

e. analyzing issues regarding perfection and valuation issues regarding any unencumbered assets;

f. preparing pleadings in connection with this chapter 11 case, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtor's estate;

g. analyzing proofs of claim filed against the Debtor and potential objections to such claims;

h. appearing before the Court and any appellate courts to represent the interests of the Debtor's estate, including issues involving vendors, suppliers or litigation involving creditors of the estate;

i. taking any necessary action on behalf of the Debtor to assist in the negotiation, preparation and approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

j. performing all other necessary legal services for the Debtor in connection with the prosecution of this chapter 11 case, including: (i) analyzing the Debtor's leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtor; and (iii) advising the Debtor on corporate and litigation matters.

4. Loeb shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. Loeb also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Case Effective as of November 1, 2013* (the "Revised UST Guidelines"), both

in connection with the Application and the interim and final fee applications to be filed by Loeb in this chapter 11 case.

5. The retainer of Loeb shall be treated as an evergreen retainer and be held by Loeb as security throughout the chapter 11 case until Loeb's fees and expenses are awarded and payable to Loeb on a final basis, notwithstanding any inconsistent draw-down or application mechanics in the Engagement Letter. At the conclusion of Loeb's engagement by the Debtor, if the amount of the retainer held by Loeb is in excess of the amount of Loeb's outstanding and estimated fees, expenses, and costs, Loeb will pay to the Debtor the amount by which the retainer exceeds such fees, expenses, and costs.

6. Loeb shall not charge a markup to the Debtor with respect to fees billed by contract attorneys who are hired by Loeb to provide services to the Debtor and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

7. Loeb shall provide ten business days' notice to the Debtor, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented, and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. The Debtor and Loeb are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

9. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Bankruptcy Rules are satisfied by the contents of the Application.

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

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

12. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: __________

HON. ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

BERNARD R. GIVEN II
Partner

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Suite 2200
Los Angeles, CA 90067

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bgiven@loeb.com

Via E-Mail: tripp@warriortechnologies.net

September 24, 2025

Warrior Technologies LLC
c/o H.H. Tripp Wommack III
400 W. Illinois Avenue, Suite 950
Midland, TX 79701-0000

Dear Tripp:

We are pleased that you have chosen Loeb & Loeb LLP (the "Firm" or "Loeb") to represent Warrior Technologies LLC ("Warrior Technologies" and/or "you" or "your"). We believe it is helpful at the outset of our relationship to set forth clearly the terms of our engagement. Accordingly, this letter, including the attached Terms of Engagement ("Terms of Engagement") (collectively, "Agreement"), sets forth the terms and conditions of our forthcoming representation, which remain subject to our standard internal management approval process.

1. Scope of Work

Our responsibilities on your behalf in connection with this engagement shall be limited to providing pre-Bankruptcy and Bankruptcy advice to Warrior Technologies. We will provide these legal services for your benefit exclusively, and not for the benefit of, or to otherwise advise or counsel, any persons or entities who are not parties to this Agreement. We will endeavor to keep you reasonably informed of the progress of our work on your behalf and to respond to your inquiries regarding that work.

2. Fees

I will be principally responsible for overseeing the Firm's work on this matter. The Firm's charges for attorneys' fees, disbursements and other expenses are addressed in detail in the Terms of Engagement. Our attorneys' fees are based on hourly billing rates. My discounted billing rate is $985.00 per hour. Bethany Simmons will also be working on this matter. Her discounted hourly rate is $985.00. We may also involve other Firm lawyers and paralegals as we move forward, to the extent we deem necessary or appropriate in the circumstances.

3. Advance Fee Deposit

As a matter of Firm policy, we require clients to make or pay an advance fee deposit or retainer (the "Advance Fee Deposit"). Based upon that policy, we request that you make an Advance Fee Deposit in the sum of $10,000.00. The Advance Fee Deposit will be maintained by the Firm in a trust account. You expressly authorize the Firm to draw upon and apply the Advance

Fee Deposit to attorneys' fees and costs as they are earned or incurred on your behalf during the course of our representation.

The Firm's invoices will reflect our application of any part of the Advance Fee Deposit. After the Advance Fee Deposit is exhausted, you will continue to be billed for additional attorneys' fees and costs, and the Firm expects to receive timely payment, as set forth in this Engagement Agreement.

The Firm will refund to you any unearned or unused portion of the Advance Fee Deposit or any additional advance fee deposit, following the conclusion of our representation.

4. Agreement

We ask that you review this Agreement, including section 11 of the Terms of Engagement, entitled "Arbitration," and section 13 of the Terms of Engagement, entitled "Future Conflicts of Interests," carefully. And we encourage you to consult with other, independent counsel regarding the terms and subject matter of this Agreement. If this Agreement conforms with your understanding of our engagement and our respective responsibilities, we ask that you please so indicate by returning to me a signed copy of this letter. Of course, if you ever have any questions or concerns about this Agreement or our work in connection with this Agreement, please do not hesitate to contact me.

I look forward to working with you. Thank you again for choosing Loeb & Loeb LLP.

Sincerely,

Barney Given

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT, INCLUDING THE ATTACHED TERMS OF ENGAGEMENT, AND EXPRESSLY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH THE UNDERSIGNED ACKNOWLEDGES PROVIDES FOR BINDING ARBITRATION IN THE EVENT OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT, AS PROVIDED THEREIN.

WARRIOR TECHNOLOGIES LLC

By: H.H. Tripp Wommack III

Its: CEO

Date: September ___, 2025

Loeb & Loeb LLP
Terms of Engagement

The following terms and conditions apply to all services provided to you by Loeb & Loeb LLP. The expressions "we", "us", "our," "Loeb" and the "Firm" refer to Loeb & Loeb LLP. The expressions "you" and "your" refer to you, our client(s). This document together with our letter attaching this document, constitutes our agreement with respect to our engagement to provide legal services ("Agreement"). We urge you to review the Agreement carefully, to consult with independent counsel regarding the terms of the Agreement, and to communicate with us and/or your independent counsel if you have any questions.

1. Scope of Services.

Our responsibilities on your behalf in connection with this engagement are as specified in the accompanying letter. We will not be representing any of your parents, subsidiaries, related, affiliated or associated persons or entities, or any of your or their respective officers, directors, investors, agents, partners, members, managers, family members, or employees in connection with this work.

Thereafter, we will also perform such additional legal services as you may request and you and the Firm may expressly agree upon from time to time, in writing. The Firm's agreement to expand the scope of its representation, as it is defined above, will be subject to, among other things, such conflicts checks, waivers, advance fee deposits, approvals, and other arrangements or considerations that the Firm may, in its professional judgment, deem necessary or appropriate in the circumstances.

Should you and the Firm expressly agree and confirm in writing that the Firm will provide additional legal services, this confirms that those additional legal services will be subject to, and governed by, the terms of this Agreement, unless we agree in writing to different terms.

We also view it as an important part of our relationship to explore with you alternative ways of obtaining a satisfactory result for you. These alternatives may include settlement opportunities, and may sometimes involve consideration of potential alternative dispute resolution ("ADR") procedures. Such procedures, which can be less expensive than, or otherwise help to avoid, full-scale litigation, include arbitration and mediation. We will endeavor to discuss these or any other ADR procedures with you if any appear to be appropriate in this matter, but if you have any immediate questions in that regard, we would be happy to discuss them with you.

2. Fees and Billing Rates.

The Firm's billing rates are adjusted periodically, usually at the beginning of the calendar year, and any such adjustment is applicable to the legal services performed after those new rates take effect. You will receive notice of any billing rate adjustments on our invoices, which will state the hourly billing rate of each timekeeper during the applicable billing period. You agree that the Firm shall not be required to provide you with any additional or separate notice of any billing rate adjustments. If you have any questions regarding any billing rate adjustments, please contact the partner identified above as primarily responsible for this engagement.

While parts of your work may be assigned to other professionals in the Firm, and the assistance of other Firm lawyers utilized where specialized assistance is needed, we expect that the partner identified as primarily responsible for this engagement will be responsible to you for the entire engagement, and available to discuss staffing matters with you, should you have any questions in that regard. Our practice is to assign tasks among lawyers, paraprofessionals, legal assistants and other members of our staff in such a way as to endeavor to produce quality work at a reasonable cost to you, taking account of the nature of the matter or specific project.

You may from time to time request and receive an estimate of the fees and costs that we anticipate will arise from our legal services under this Agreement. Such estimates are our preliminary calculation of anticipated fees and costs, based on the facts then available, as well as a projection of the time we think will be needed to complete certain anticipated tasks. However, your actual fees and costs may vary significantly from estimates provided, due to circumstances and variables that are difficult to predict or beyond our control. An estimate is not a fixed fee or fee cap commitment, and the fees and costs incurred in connection with this engagement will be determined in accordance with the provisions of this Agreement.

3. Expenses Incurred and Other Charges.

In addition to our fees, you agree to reimburse us for all expenses incurred on your behalf, including, for example, travel costs, air freight, commercial messengers, computer research terminal time and printing costs, and secretarial and word processing overtime if and when dictated by your needs. If we are asked to incur any expense on your behalf in excess of $2,000, we will ordinarily ask you to prepay that expense. In addition, we will ordinarily expect you to pay, directly, the fees and expenses of any third parties, such as consultants, appraisers, expert witnesses and court reporters, whom we engage with respect to your matter(s). You understand and agree that you shall be directly and solely responsible for the payment of all such charges, whether we prepay them or not.

4. Invoices and Billing Practices.

We will send you an invoice, typically monthly, detailing all of the fees, costs and expenses incurred on your behalf during the applicable billing period. Payment of that invoice is due upon receipt. In the event payment is not timely received, we reserve the right to charge interest at the rate of 1% per month. Our invoices will give you sufficient detail to enable you to determine who performed legal services on your behalf, the amount of time expended in performing those services, and the nature of the legal services performed. It is our normal practice to combine all tasks for each timekeeper on any given date into one billing entry and to provide only a general description of those activities without identifying how much time was spent on each particular task. You consent to this practice.

We prefer to receive payment by wire or ACH. Wire and ACH instructions will be included on each of our invoices and are, of course, available upon request.

We expect prompt payment of our invoices. If for any reason you believe that your fees and expenses are mounting too rapidly, please contact us immediately so that we may discuss and evaluate your options. If we do not hear from you in this regard, we will assume that you approve of the overall level of our activity and of our invoices.

It is the Firm's policy that, subject to our professional responsibilities or any required judicial or other approvals, we retain the right to discontinue performing legal services for you if you become more than sixty (60) days delinquent in the payment of your bills. But you understand and agree that the Firm does not waive any of the Firm's rights or remedies in this regard, if it elects, in its sole discretion, not to strictly enforce this policy.

5. Responding to Subpoenas and Other Requests for Information or Testimony.

If the Firm is required to respond to or defend claims made or threatened by any third party against the Firm related to your conduct or activity (and not the Firm's conduct, except to the extent the Firm was acting within the scope of its engagement, on your behalf), or otherwise is required to respond to a subpoena or other demand seeking documents or testimony relating to the matters and/or legal services the Firm performed for you, we will reasonably promptly notify you of such claim or demand, endeavor to communicate with you regarding any attorney work product or attorney-client privilege issues, coordinate with you, to the extent possible, with respect to any of your stated objections to the Subpoena or any part thereof, as well as the Firm's response to the Subpoena, and provide you with our expectations regarding the scope of work we anticipate will be required to prepare and/or make the Firm's response to the Subpoena. You agree that, even in the event the Firm no longer represents you, you will promptly pay to the Firm its reasonable attorneys' fees (including the time value of all attorneys and other professionals in our Firm who perform legal services in connection with such claims or demands, computed at their normal billing rates) and all expenses and costs incurred, with respect to defending against any claims made or threatened against the Firm, collecting, reviewing and producing documents, preparing responses and objections, engaging in necessary motion practice, and preparing for and appearing at any depositions or other proceedings.

6. General Responsibilities of Attorney and Client.

We will provide the above-described legal services for your benefit exclusively, and not for the benefit of, or to advise, any nonparties to this Agreement. We will endeavor to keep you reasonably informed of the progress of our work and to respond to your inquiries.

You agree to fully cooperate with us in our work, by, among other things, providing us with complete and correct factual information, making yourself reasonably available to us for consultation and interviews, giving us full and candid disclosure of all relevant facts, providing us promptly with all relevant documents in your possession that we may request, making any business decisions and determinations as may be appropriate to facilitate our performance of legal services, and remitting payment of our invoices in accordance with the procedures described herein.

We may seek to use legal technology, including artificial intelligence (AI) platforms or tools, to enhance our representation and promote efficiencies. To the extent we use any AI platforms or tools as part of our work on your behalf, that use will be limited to tasks appropriate to that technology's capabilities; it will take account of, and be consistent with, our professional responsibilities, including the duty of confidentiality; and it will support, but not replace, the diligence, expertise and judgment of our professionals. Should you have any questions or concerns in this regard, please feel free to contact the undersigned.

We encourage you to communicate with us using a secure personal and confidential (not employer-provided) email address.]

To the extent litigation has been threatened or is reasonably likely, the law requires you to preserve all relevant information and documents and to suspend any retention or destruction policies that may be in place. You should consult with us if you have any uncertainty or questions regarding your obligations in this regard.

As many jurisdictions criminalize the evasion of tax and its facilitation, as a condition of our undertaking this engagement, you represent to us that you will not request or otherwise have the Firm or any third party involved in the engagement take any action, or desist from taking any action, to facilitate tax evasion.

The Firm does not, and cannot, guarantee any outcome in any matter, and nothing in this Agreement or in our communications with you is, or should be deemed to be, a promise or guarantee as to any particular outcome or result.

7. Exclusion of Insurance Services.

The scope of our services does not include an evaluation of your insurance coverage, unless we expressly and separately agree in writing to perform such an evaluation. We recommend that you carefully review your insurance coverages to determine whether any of the losses or expenses (including our attorneys' fees) which you have incurred, or will incur with respect to this matter, may be reimbursable by your insurance. In this regard, you should consult with your insurance brokers or your own risk management employees, and with insurance coverage counsel, as to your potential insurance coverages and the notice requirements potentially applicable to those coverages.

8. Termination of Representation.

The attorney-client relationship is one of mutual trust and confidence, and you are, of course, free to terminate our relationship at any time. We are also free to terminate our relationship with you, and should that unlikely event occur, we will do so in a manner that complies with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. Those rules permit us to withdraw as your counsel if, among other reasons, your conduct renders it unreasonably difficult for us to carry out our representation effectively, you fail to pay our fees and costs in accordance with this Agreement, or you fail to pay the fees and costs of third parties we engage on your behalf.

Our representation will terminate as a matter of course and without the need for further written communication or notification, no later than upon the completion of the scope of work defined above, or the issuance of our final invoice in connection with that work. If, notwithstanding that termination, you request and we subsequently agree in writing to perform additional legal services, then such legal services will be governed by the terms of this letter, unless we agree in writing to other terms. The fact that we may, as a courtesy, inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship.

9. No Calendaring, Tracking or Collections.

You acknowledge that certain agreements that you enter into, along with certain statutory or legal requirements to which you may be subject, may require the giving of notice, or updated notice, the exercising of rights (e.g., options), the making of payments by a specified time, or the making of other decisions within certain time periods (e.g., exercising any audit rights, granting or not granting an approval or consent, filing UCC Continuation Statements, filing legal actions or replying to legal claims). You understand and agree that we will not be responsible for determining or monitoring those time periods, or any dates or calendar items, or tracking or ensuring your compliance with them. You further understand and agree that we are not responsible for collecting monies due to you under any of your agreements. We may assist you, at your request, in following up on billing requests or other deadlines, but any such assistance will be provided to you as a courtesy, and shall not impose on us, or otherwise constitute an acceptance of, any continuing obligations by the Firm. Notwithstanding the foregoing, we will, of course, track the deadlines respecting any litigation in which we are your counsel of record.

10. File Retention Policy.

You understand and agree that any materials left with us after our engagement ends may be retained or destroyed after seven years, in our sole discretion, without notice to you, unless you have previously directed us in writing to retain such materials. Notwithstanding the foregoing, but preserving any rights that we may have regarding the retention or non-retention of such materials, we will preserve any original wills, deeds, contracts, promissory notes or other similar documents unless you instruct us otherwise in writing, for a period of no less than ten years, or else return them to you within that time.

You agree that our work product, including internal emails, internal drafts, notes, memoranda and mental impressions, belongs to us as lawyers and is not part of your client file. We reserve the right to make, at our expense, and retain, copies of all documents generated or received by us in the course of our representation, and to charge you for the cost of storage of your client files, where the volume of such files is substantial.

In the event that, during or following the conclusion of our representation, you request that we provide you with a copy of some or all of the materials in your client file (either hard copy or electronic), or we are required by law to do so, you agree to pay us for all time charges incurred in performing a corresponding search and review for privilege and responsiveness, and for all internal and/or outside vendor costs and copying costs that we incur in responding to such a request or requirement.

11. Arbitration.

We look forward to a long and mutually productive relationship with you; but if you become dissatisfied with our work for any reason, we encourage you to bring that to our attention immediately. We believe that most issues can be resolved, informally, through good faith discussion. But if we cannot, for any reason, resolve a dispute between us in that manner, we believe that binding arbitration is an expeditious, cost-effective and mutually desirable means of dispute resolution.

(a) The Arbitration Process.

Arbitration is a dispute resolution process in which the parties submit their dispute to an arbitrator for a binding decision. Arbitrations are in many ways similar to, but in other ways different from, a court proceeding. In an arbitration, there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to judicial or other review. The rules of evidence and procedure are often less formal and rigid in an arbitration, and the arbitrator may decide, as a matter of discretion, to limit the extent of discovery and the number of depositions. Arbitration usually results in a decision more quickly than a court proceeding, and the attorneys' fees and other costs are usually lower for both sides. The costs of the arbitrator are typically split equally between the parties.

(b) Agreement to Arbitrate Disputes.

You and we agree that any dispute, claim or controversy arising out of or related to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, our relationship with you, or our performance of legal services, whether those services are the subject of this Agreement or otherwise, shall be resolved solely by binding arbitration administered by JAMS, in Los Angeles, California, before one arbitrator who shall be a retired California state or California federal judge or magistrate (“Retired Judge”), pursuant to JAMS’ Comprehensive Arbitration Rules and Procedures as then in effect. (JAMS’ Comprehensive Arbitration Rules and Procedures, currently in effect, are available on JAMS’ website, located at www.jamsadr.com, but if you would like a hard copy, we would be pleased to provide you with one, upon your written request.)

Notwithstanding the foregoing, any party to this Agreement may elect, in that party’s absolute discretion, to have a dispute subject to arbitration under this Agreement heard and determined by three (3) arbitrators, provided the amount at issue exceeds $1,500,000. If such a qualifying election is made, each side shall select one person to act as arbitrator within fifteen (15) business days of that election, and the two arbitrators so selected shall then have fifteen (15) business days to select the third arbitrator. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules then in effect. All arbitrators appointed in accordance with this

Agreement shall serve as neutral, independent and impartial arbitrators, and shall be subject to all applicable disclosure rules and requirements.

The disputes subject to binding arbitration shall include, without limitation, disputes regarding or alleging negligence, malpractice, breach of fiduciary duty, fraud, breach of contract, any claim based upon a statute, as well as any dispute as to attorneys' fees, the arbitrability of any such claims, the jurisdiction of JAMS or the arbitrator(s), or the enforceability of this agreement to arbitrate. Arbitration will be the sole means of resolving any such disputes, and both parties waive their rights to resolve disputes by jury trial or other court proceedings. The arbitrator(s) shall not be authorized to reform, modify or materially change this Agreement or other agreements entered into between the parties, and the arbitrator(s) shall apply and enforce the governing law, including applicable statutes of limitation, as set forth below.

We encourage you to discuss the advisability of this agreement to arbitrate with other counsel, and any of your other advisors, and to ask us or them any questions that you may have.

(c) Jury Waiver/Dispute Resolution.

By agreeing to arbitrate any and all disputes between us as set forth above, you acknowledge that you are waiving your legal right to have such disputes heard and determined by a judge or jury in a court of law.

Any award issued by the arbitrator(s) shall be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. An arbitration award may be reviewed by a trial court, but usually on narrower grounds than those available in an appeal of a trial court judgment to an appellate court. If an arbitration award is confirmed by a reviewing trial court, the resulting court judgment may thereafter be enforced in the same manner as a judgment in a civil action.

If you have any questions regarding the significance of your decision to waive your right to a jury trial, you should consult with an attorney who is independent of this law firm.

(d) Arbitration Confidentiality.

The arbitration proceedings and award shall be kept strictly confidential between us and, except for our own representatives on a need-to-know basis, will not be disclosed to any other person or entity, unless disclosure is necessary for the preparation and conduct of any arbitration hearing on the merits, or in a judicially-filed application for prejudgment remedies, or in any hearing to confirm, correct or vacate the arbitrator's award in a court of competent jurisdiction, or in proceedings to enforce a judgment based upon a confirmed or corrected award, or as otherwise may be required by law.

(e) Arbitral Jurisdiction.

The parties acknowledge that this Agreement is a contract involving interstate commerce and that, notwithstanding the "Governing Law" provision of this Agreement, any arbitration under the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

California's substantive law shall govern the underlying disputes to be arbitrated. You and we agree that the arbitrator, not any federal or state court judge, shall have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding agreement to arbitrate, including but not limited to determining which claims are subject to arbitration, or any contention that all or any part of this Agreement is unenforceable, voidable or void.

(f) Attorneys' Fees Arbitration.

Notwithstanding the foregoing, you have the right to request arbitration of any dispute regarding our attorneys' fees or costs before an arbitrator or panel of arbitrators selected by a local bar association or the California State Bar Association ("Fee Arbitration"). If there is an unresolved dispute as to attorneys' fees or costs, we will give you written notice of your right to Fee Arbitration.

Fee Arbitration is non-binding, unless, after the fee dispute arises, we both agree in writing to binding fee arbitration prior to the Fee Arbitration hearing. If we both timely agree that a Fee Arbitration will be binding, it is final when rendered, and neither of us may request a new trial in court.

If you decline to pursue Fee Arbitration, either of us is entitled to pursue binding arbitration as set forth above. If you accept Fee Arbitration and either of us refuses to accept the award issued in connection with the Fee Arbitration as a binding award, then either of us is entitled to pursue binding arbitration as set forth above.

12. Governing Law.

This Agreement, and its performance and enforcement, shall be governed by the laws of the State of California without reference to conflict of law rules.

13. Future Conflicts of Interest.

We represent many other clients nationally and internationally with respect to a wide variety of legal subjects. Given this, without a binding conflicts waiver, conflicts of interest may arise that could deprive you or our other clients of the right to select the Firm as their legal counsel. A summary of our current practice areas and some of the industries in which we are active may be found on our website at www.loeb.com.

As an integral part of the engagement, you agree that the Firm may represent other persons and entities in future matters. In particular, you agree that while we are representing you in active, pending matters, we may represent other clients in matters adverse to you (or which may be adverse to any of your subsidiaries or affiliates), provided that those adverse matters (a) are not substantially related to active matters we are working on for you, (b) do not involve situations where we have obtained confidential information from you that is material to the adverse matter(s), and (c) are not litigations or arbitrations in which we are adverse to you. Additionally, if our representation of you is terminated, we may thereafter represent other clients with interests adverse to yours (or any of your subsidiaries or affiliates), even in litigation, provided the representation does not involve confidential information which we obtained from you that is material to those adverse matters.

By executing this Agreement, you agree to waive any conflicts of interest that may arise in any of the aforementioned situations (the "Permitted Adverse Representations"). If for any reason your consent to, and waiver of, potential conflicts is not effective in the circumstances, you consent to our withdrawal from representing you, provided doing so is not otherwise impermissible under the applicable professional rules. You also agree that you will not, for yourself or any other entity or person, assert that (a) the Firm's representation of you or any subsidiary or affiliate in any past, present, or future matter, or (b) the Firm's actual, or possible, possession of confidential information belonging to you or any subsidiary or affiliate, is a basis to disqualify the Firm from representing another client in any Permitted Adverse Representations. You further agree that Permitted Adverse Representations do not constitute a breach of any duty that the Firm owes to you (or any or your subsidiaries or affiliates).

Although you may revoke this waiver as to future Permitted Adverse Representations at any time, you acknowledge and agree that any such revocation will be prospective and will not affect any matters that we have undertaken prior to our receipt of your notice of that revocation.

In deciding whether to agree to this waiver of future conflicts of interest, you should consider whether there is a significant risk that our representation of other clients in Permitted Adverse Representations may materially limit our representation of you in connection with the scope of work defined above. We do not believe it will materially limit that representation because (a) no Firm lawyers representing you in connection with this Agreement will also represent other clients in Permitted Adverse Representations, (b) we will not disclose any confidential information that we obtain from you to our other clients in Permitted Adverse Representations, and (c) we will establish appropriate ethical walls. You acknowledge we have afforded you the opportunity to raise with independent counsel, to your full satisfaction, any questions you may have regarding the terms of this waiver of future conflicts.

14. Privileged Communications with Firm Counsel.

The Firm has internal ethics and professional responsibility counsel who advise Firm attorneys generally regarding their ethical, professional and legal duties to clients and third parties. From time to time, the attorneys and professionals working on your matter may have occasion to consult with these lawyers, or with outside counsel engaged to represent the Firm. The Firm regards and treats such communications as confidential and attorney-client privileged in favor of the Firm.

As a condition of this engagement, you consent to such communications. And to the extent such communications may be deemed to create a conflict of interest between the Firm and you, you hereby agree to prospectively waive that conflict. Finally you acknowledge and agree that all such consultations are protected by the Firm's attorney-client privilege, and you waive any right to discovery of these communications. You also agree that these communications are the property of the Firm and will not be regarded as part of your file for purposes of the aforementioned File Retention Policy.

15. Entire Agreement.

This Agreement represents the entire agreement between you and our Firm regarding our representation, and it supersedes any prior agreements or understandings.

16. No Modification Except by Signed Writing.

No provision of this Agreement can be waived, modified, amended, or supplemented except in a writing that is signed by an authorized representative of all parties to this Agreement.

EXHIBIT B

Given Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
	§	
	§	

DECLARATION OF BERNARD R. GIVEN II IN SUPPORT OF THE DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF LOEB & LOEB LLP AS BANKRUPTCY COUNSEL TO THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE AS OF THE PETITION DATE

I, Bernard R. Given II, being duly sworn, state the following under penalty of perjury:

1. I am a partner in the law firm of Loeb & Loeb LLP ("Loeb").[1] I am the lead attorney from Loeb working on the above-captioned chapter 11 case. I am a member in good standing of the Bar of the States of Texas and California, and I have been admitted to practice in those courts set forth in Schedule 1 hereto. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the "Declaration") in support of the Debtor's *Application for Entry of an Order Authorizing the Retention and Employment of Loeb & Loeb LLP as Bankruptcy Counsel to the Debtor and Debtor in Possession Effective as of the Petition Date* (the "Application"). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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

Loeb's Qualifications

3. The Debtor seeks to retain Loeb based upon, among other things, Loeb's knowledge of the Debtor's business and financial affairs, as well as Loeb's recognized expertise and extensive experience and knowledge in the field of debtor protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

4. I am one of the principal Loeb attorneys working on this engagement. I have extensive experience in corporate restructurings and related matters, and have over 25 years of experience in complex reorganization cases. I have been licensed in, and have practiced in, Texas for almost thirty (30) years, and have substantial expertise in oil and gas cases. I have represented debtors, creditor committees and trustees in all aspects of the oil and gas industry. Among my prior debtor representations in Texas are Southwest Petroleum, Inc., Mid-America Petroleum, American Standard Energy Company, Blastco Services, Inc., and CJ Holding Company. I have also represented secured lenders, providers of debtor-in-possession financing, unsecured creditors, and potential purchasers of assets in both in-court and out-of-court restructurings.

5. Other professionals and paraprofessionals in Loeb's insolvency practice and in other practice areas, many of whom also have extensive experience in corporate restructurings generally, and debtor representations in chapter 11 cases specifically, will participate in the representation of the Debtor in the Chapter 11 Case. Moreover, Loeb has a robust energy practice with expertise in the oil and gas service space, having represented oil and gas companies, buyers and sellers of oil and gas companies, service providers, as well as lenders to such companies.

6. Beginning in September 2025, Loeb began to provide services to the Debtor in connection with the Debtor's restructuring efforts. Since then, the Debtor and Loeb have worked closely in an effort to respond to the Debtor's financial circumstances, including by engaging in

negotiations concerning the Debtor's restructuring options with the Debtor's major creditors, preparing documents related to the Chapter 11 Case, and other related matters. In all of these matters relating to the Debtor, Loeb has become uniquely familiar with the Debtor's business affairs and many of the potential legal issues that might arise in the context of this chapter 11 case. Loeb has provided advice and assisted the Debtor in all aspects of its restructuring efforts.

7. Loeb has established a protocol with the Debtor and the other professionals to clearly delineate their respective duties to ensure that there is no unnecessary duplication of services performed or charged to the Debtor's estate and to utilize the respective professionals' specialties in discrete areas. I believe that the efficient coordination of the efforts of the Debtor's attorneys and other professionals will greatly add to the effective administration of the chapter 11 case.

Services to Be Provided

8. In connection with the chapter 11 case, the Debtor has requested court authorization to retain Loeb as attorneys for the Debtor. The Debtor requires Loeb to render legal services relating to the day-to-day administration of the chapter 11 case and the many issues that may arise in this case, including, among other things:

a) advising the Debtor with respect to its powers and duties as Debtor in possession in the continued management and operation of its businesses and properties;

b) advising and consulting on the conduct of this chapter 11 case, including all of the legal and administrative requirements of operating in chapter 11;

c) attending meetings and negotiating with representatives of creditors and other parties in interest, including vendors, suppliers and materialmen;

d) taking all necessary actions to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor, and representing the Debtor in negotiations concerning litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate;

e) analyzing issues regarding perfection and valuation issues regarding any unencumbered assets;

f) preparing pleadings in connection with this chapter 11 case, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtor's estate;

g) analyzing proofs of claim filed against the Debtor and potential objections to such claims;

h) appearing before the Court and any appellate courts to represent the interests of the Debtor's estate including issues involving vendors, suppliers or litigation involving creditors of the Debtor's estate;

i) taking any necessary action on behalf of the Debtor to assist in the negotiation, preparation and approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

j) performing all other necessary legal services for the Debtor in connection with the prosecution of this chapter 11 case, including: (i) analyzing the Debtor's leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtor; and (iii) advising the Debtor on corporate and litigation matters.

Professional Compensation

9. Loeb intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with this chapter 11 case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Loeb will use in this chapter 11 case are the same as the hourly rates and corresponding rate structure that Loeb uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Loeb uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

10. Loeb operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

11. Loeb's current hourly rates for matters related to this chapter 11 case range as follows:

Billing Category	Range
Partners	$985
Associates	$785 - $850
Paraprofessionals	$495

Loeb has agreed that no partner will charge more than $985 per hour on this chapter 11 case. As reflected in the Engagement Letter, Bernard R. Given II and Bethany D. Simmons each agreed to a discounted hourly rate of $985 for this matter.

12. Loeb's hourly rates are set at a level designed to compensate Loeb fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.[3]

13. It is Loeb's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client.[4] It is also Loeb's policy to charge its

3 For example, like many of its peer law firms, Loeb typically increases the hourly billing rate of attorneys and paraprofessionals once a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Case*, effective November 1, 2013). As set forth in the Order, Loeb will provide ten business days' notice to the Debtor, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

4 More specifically, the Engagement Letter provides that the Debtor will reimburse Loeb for all fees and expenses, including the amount of Loeb's attorney and paralegal time at normal billing rates incurred.

clients only the amount actually incurred by Loeb in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, expert and consultant fees, airfare, meals, and lodging. Loeb will ensure that all such charges are in compliance with the United States Trustee Guidelines and those of the United States Bankruptcy Court for the Southern District of Texas.

14. Loeb currently charges the Debtor $0.20 per page for standard duplication in its offices in the United States. Loeb does not charge its clients for incoming facsimile transmissions. Loeb has negotiated a discounted rate for Lexis-Nexis computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Lexis-Nexis is more cost effective than using traditional (non-computer-assisted legal research) techniques.

<u>Compensation Received by Loeb from the Debtor</u>

15. The Debtor paid Loeb a total of approximately $28,300 during the 90-day period prior to the Debtor's bankruptcy filing. A summary of prepetition payments made by the Debtor to Loeb is below:

- On September 30, 2025, the Debtor paid Loeb a $10,000 advance retainer.
- Between October 9, 2025 and April 3, 2026, Loeb invoiced and deducted $10,000 from the prepetition advance retainer for prepetition services and expenses.
- On April 15, 2026, the Debtor paid Loeb an additional $25,000 advance retainer.
- On May 4, 2026, Loeb invoiced and deducted $25,000 from the prepetition advance retainer for prepetition services and expenses.
- On May 20, 2026, the Debtor paid a $50,000 advance retainer for postpetition services and expenses, all of which remains on hand.

16. As reflected above, the amount of Loeb's advance retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date. As of the Petition Date, and as of the date of this Application, Loeb held a retainer in the amount of $[•] and the Debtor did not owe Loeb any amounts for legal services rendered before the Petition Date.

17. Pursuant to Bankruptcy Rule 2016(b), Loeb has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Loeb or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

18. Loeb shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. Loeb also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Case Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this application and the interim and final fee applications to be filed by Loeb in this chapter 11 case.

Attorney Statement Pursuant to Revised UST Guidelines

19. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

a. **Question**: Did Loeb agree to any variations from, or alternatives to, Loeb's standard billing arrangements for this engagement?

   Answer: No. Loeb and the Debtor have not agreed to any variations from, or alternatives to, Loeb's standard billing arrangements for this engagement. The rate structure provided by Loeb is appropriate and is not significantly different from (a) the rates that Loeb charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals. Moreover, Loeb agreed that none of its partners would charge any rate above $985 per hour.

b. **Question**: Do any of the Loeb professionals in this engagement vary their rates based on the geographic location of the Debtor's chapter 11 case?

   Answer: No. The hourly rates used by Loeb in representing the Debtor are consistent with the rates that Loeb charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

c. **Question**: If Loeb has represented the Debtor in the 12 months prepetition, disclose Loeb's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Loeb's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

   Answer: Loeb's current hourly rates for services rendered on behalf of the Debtor range as follows:

Billing Category	**Range**
Partners	$985
Associates	$785 - $850
Paraprofessionals	$490

   Loeb has agreed that no partner would charge more than $985 an hour on this case, even if its standard billing rates are higher.

   As reflected in the Engagement Letter, Bernard R. Given II and Bethany D. Simmons each agreed to a discounted hourly rate of $985 for this matter.

d. **Question**: Has the Debtor approved Loeb's budget and staffing plan, and, if so, for what budget period?

   Answer: Yes, for the period from June 15, 2026 through September 7, 2026.

Loeb's Disinterestedness

20. In connection with its proposed retention by the Debtor in this chapter 11 case, Loeb undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor. Specifically, Loeb obtained from the Debtor and its representatives the names of individuals and entities that may be parties in interest in this chapter 11 case (the "Potential Parties in Interest") and such parties are listed on **Schedule 2** hereto. Loeb has searched on its electronic database for its connections to the entities listed on **Schedule 2** hereto. To the extent that I have been able to ascertain that Loeb has been retained within the last three years to represent any of the Potential Parties in Interest (or its affiliates, as the case may be) in matters unrelated to this case, such facts are disclosed below.

21. Loeb and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in this chapter 11 case in connection with matters unrelated (except as otherwise disclosed herein) to the Debtor and this chapter 11 case. Loeb has searched on its electronic database for its connection to the entities listed on **Schedule 2** attached hereto. The information listed on **Schedule 2** may have changed without our knowledge and may change during the pendency of this chapter 11 case. Accordingly, Loeb will update this Declaration as necessary and when Loeb becomes aware of additional material information. The following is a list of the categories that Loeb has searched:

Schedule	Category
2(a)	Top 20 Unsecured Creditors
2(b)	Insiders
2(c)	Utilities
2(d)	Insurers
2(e)	Banks

2(f) U.S. Trustees and Court Personnel

22. To the best of my knowledge, (a) Loeb is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate and (b) Loeb has no connection to the Debtor, its creditors, or other parties in interest, except as may be disclosed in this Declaration.

23. For the avoidance of doubt, Loeb will not commence a cause of action in this chapter 11 case against the entities that are current clients of Loeb (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Loeb has an applicable waiver on file or first receives a waiver from such entity allowing Loeb to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtor to commence an action against that entity, the Debtor will seek additional conflicts counsel.

24. Loeb's conflicts search of the entities listed on **Schedules 2(a) – 2(f)** (that Loeb was able to locate using its reasonable efforts) reveals, to the best of Loeb's knowledge, that no Loeb attorneys and paraprofessionals previously worked at other law firms that represented such entities in this chapter 11 case and have not worked on matters relating to the Debtor's restructuring efforts while at Loeb.

25. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Loeb, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtor, its creditors, or any other parties in interest, its respective attorneys and accountants, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee"), any person employed in the Office of the U.S. Trustee, or

any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of Texas, except as disclosed or otherwise described herein.

26. Loeb will review its files periodically during the pendency of this chapter 11 case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Loeb will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

27. The entities listed on **Schedule 2** are listed in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Loeb does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

28. From time to time, Loeb may have referred work to other professionals to be retained in this chapter 11 case. Likewise, certain such professionals may have referred work to Loeb.

Specific Disclosures

29. As specifically set forth below and in the attached exhibits, Loeb represents certain of the Debtor's creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtor and this chapter 11 case. None of the representations described herein are materially adverse to the interests of the Debtor's estate. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Loeb is not disqualified from acting as the Debtor's

counsel merely because it represents certain of the Debtor's creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to this chapter 11 case.

A. Connections to Officers and Directors.

30. Loeb currently represents, and has previously represented, certain affiliates, subsidiaries and entities associated with the Debtor's current and recent former officers and directors. Loeb does not believe that its current and prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes it from being a disinterested party under the Bankruptcy Code.

31. H.H. Wommack, III, who serves as the Chief Executive Officer of the Debtor, also served on the boards of directors of other active and inactive Loeb clients, including C&J Energy Services, Ltd., American Standard Energy Company and Pyote Water Solutions LLC. Each of these other matters has been unrelated to this chapter 11 case or the Debtor. I do not believe that any of Loeb's current and prior representations of clients for which Mr. Wommack serves in director capacities creates a conflict, but have disclosed the connection out of an abundance of caution.

B. Connections to Other Entities.

32. Loeb currently represents, and has in the past represented, certain affiliates and subsidiaries of the following entities who are lenders to the Debtor: Regions Bank; BMO Harris Bank; Santander Bank; First American Commercial Bankcorp (dba First American Equipment finance), a subsidiary of City National Bank, Ford Motor Credit, a subsidiary of Ford Motor Company, United Community Bank, and TD Bank. Loeb's previous and current representations of these entities are unrelated to the chapter 11 case and Loeb will not represent these entities in this chapter 11 case. I do not believe these representations create conflicts, but have disclosed the connections out of an abundance of caution.

C. Other Chapter 11 Professionals.

33. Loeb currently represents, and formerly has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtor seeks to retain in connection with this chapter 11 case. All prior and current Loeb representations of these professionals have been in matters unrelated to the Debtor and this chapter 11 case. Loeb has not represented and will not represent any such professionals in connection with any matter in this chapter 11 case.

Affirmative Statement of Disinterestedness

34. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Loeb is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate and (b) Loeb has no connection to the Debtor, its creditors, or other parties in interest, except as may be disclosed herein.

[*Remainder of Page Intentionally Left Blank*]

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

Dated: June 22, 2026

Respectfully submitted,

/s/ Bernard R. Given, II

Bernard R. Given II,
as Partner of Loeb & Loeb LLP

Schedule 1

Courts Admissions for Bernard R. Given II

U.S. Court of Appeals, Fifth Circuit

U.S. Court of Appeals, Ninth Circuit

U.S. Court of Appeals, Sixth Circuit

U.S. District Court for the Central District of California

U.S. District Court for the Eastern District of California

U.S. District Court for the Eastern District of Tennessee

U.S. District Court for the Eastern District of Texas

U.S. District Court for the Eastern District of Wisconsin

U.S. District Court for the Northern District of California

U.S. District Court for the Northern District of Texas

U.S. District Court for the Southern District of California

U.S. District Court for the Southern District of Texas

U.S. District Court for the Western District of Texas

Schedule 2

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Bernard R. Given II in Support of the Debtor's Application for the Entry of an Order Authorizing the Retention and Employment of Loeb & Loeb LLP as Attorneys for the Debtor and Debtor in Possession Effective as of the Petition Date* (the "Given Declaration").[1] Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Loeb & Loeb LLP reviewed each entity in its records, as more fully described in the Given Declaration, matching the incomplete or ambiguous name.

A) Top 20 Creditors

Anglar Holdings LLC
Cintas
Crestline Advisory Partners LLC
Disa Global Solutions, Inc
Embark Buyer LLC
Enverus Inc.
Forrest Brothers Tire And Alignment
Global World Technologies Llc
HRC, Inc.
KC Light Towers LLC
Mansfield Service Partners
Mid Cal Labor Solutions Inc Texas
Milestone Environmental Services, LLC
PBI International, LLC
Rush-Overland Manufacturing
Southern Tire Mart
Tiger Safety
Tommy White Supply
Twin Wells Ranch LLC
Unifirst

B) Insiders

801, LLC
Abo Empire, LLC
Actual Proof LLC
B. Burt and Investment Properties
Brian T. McLaughlin
Captain Emory Jones IV
Cecil R. Reynolds
Charles Holmstrom

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Given Declaration.

Cooper Wadleigh
Galloway Bend, LLC
Gilbert Nathan
Global World Technologies, LLC
Jackson Lake Ranch LLC
Janzen Rev. Trust
Joey Fields
John W. Wilkins, Jr.
Justin Ellison
JVL Ventures, LLC
Kevin Devaney
LMC WT Ventures, LLC
MandoCo, LLC
MGS Odessa Investments, LLC
Michael Winans
MKD Holdings, LP
TGWW, LLC
W&G Brothers, LLC
Wesley Sanders
Wright Family Minerals, LP

C) Utilities

8x8
Alliance Power Company
AT&T
Atmos Energy
Big Country Electric Coop
Central Valley Electric
Centurylink
City of Dimmit
City of Hobbs
City of Snyder
Granite
Leaco
M&M Disposal
Optimum
PVT Networks
Reliant
Town of Pecos City Water
TXU
Verizon
Xcel Energy
Zia Natural Gas Company

D) Insureds

Lloyds of London
Travelers
Zurich

E) Banks

Prosperity Bank
UMB Bank

F) Court and US Trustee's Office

Aaron Jackson
Ana Castro
Garrett Cole
Jeannie Chavez
Judge Alfredo R. Perez
Judge Christopher M. Lopez
Judge Eduardo V. Rodriguez
Judge Jeffrey P. Norman
Judge Marvin Isgur
Nathan Ochsner
Rosario Saldana
Shannon Holden
Sierra Thomas-Anderson
Tracey Conrad
Tyler Laws
Yesenia Lila
Alethea Caluza
Alicia Barcomb
Alina Samko-Yu
Andrew Jimenez
Christopher R. Travis
Christy Simmons
Glenn Otto
Gwen Smith
Ha Nguyen
Hector Duran
Ivette Gerhard
Jana Whitworth
Jayson B. Ruff
Kevin M. Epstein
Linda Motton
Luci Johnson-Da Vis
Millie Aponte Sall
Rajalakshmi Krishnan
Reinhard Freimuth
Samantha Chilton

Vianey Garza
Yasmine Rivera

EXHIBIT C

H.H. Wommack, III Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
	§	
	§	

DECLARATION OF H.H. WOMMACK, III IN SUPPORT OF THE DEBTOR'S APPLICATION FOR THE ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF LOEB & LOEB LLP AS BANKRUPTCY COUNSEL FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE AS OF THE PETITION DATE

I, H.H. Wommack, III, Chief Executive Officer of Warrior Technologies, LLC, being duly sworn, state the following under penalty of perjury:

1. I am the Chief Executive Officer of Warrior Technologies, LLC located at 400 W. Illinois Avenue, Suite 950, Midland, Texas 79701-0000.

2. I submit this declaration (the "Declaration") in support of the *Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Loeb & Loeb LLP as Bankruptcy Counsel for the Debtor and Debtor in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Application").[7] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Debtor's Selection of Counsel

3. The Debtor recognizes that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to

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

the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To that end, the review process utilized by the Debtor assessed potential counsel based on its expertise in the relevant legal issues and in similar proceedings.

5. Ultimately, the Debtor retained Loeb because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. Moreover, Bernard Given has approximately 30 years of experience in the energy industry and related services and is a licensed Texas lawyer specializing in bankruptcy. Beginning in September 2025, Loeb began to provide services to the Debtor in connection with its restructuring efforts. Since then, the Debtor and Loeb have worked closely in an effort to respond to the Debtor's financial circumstances, including by engaging in negotiations concerning the Debtor's restructuring options with the Debtor's major creditors, preparing documents related to the Chapter 11 Case, and other related matters. In all of these matters relating to the Debtor, Loeb has become uniquely familiar with the Debtor's business affairs and many of the potential legal issues that might arise in the context of this chapter 11 case. Loeb has provided advice to the Debtor and assisted the Debtor in all aspects of its restructuring efforts.

Rate Structure

6. In my capacity as Chief Executive Officer, I am responsible for ultimately supervising outside counsel retained by the Debtor in the ordinary course of business. Loeb has informed the Debtor that its rates for bankruptcy representations are comparable to the rates Loeb charges for non-bankruptcy representations. Loeb has also agreed that no partner will charge more than $985 an hour on this chapter 11 case. As discussed below, I am also ultimately responsible for reviewing the statements regularly submitted by Loeb, and can confirm that the rate structure

provided by Loeb is appropriate and not significantly different from (a) the rates that Loeb charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Loeb will perform in this chapter 11 case.

Cost Supervision

7. The Debtor has approved the prospective budget and staffing plan for the period from June 15, 2026 to September 7, 2026, recognizing that in the course of a large chapter 11 case like this chapter 11 case, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtor and Loeb. The Debtor further recognizes that it is its responsibility to monitor closely the billing practices of its counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtor's expectations and the exigencies of the chapter 11 case. The Debtor will continue to review the statements that Loeb regularly submits, and, together with Loeb, amend the budget and staffing plans periodically, as the case develops.

8. Loeb has established a protocol with the Debtor and the other professionals to clearly delineate their respective duties to ensure that there is no unnecessary duplication of services performed or charged to the Debtor's estate and to utilize the respective professionals' specialties in discrete areas. I believe that the efficient coordination of the efforts of the Debtor's attorneys and other professionals will greatly add to the effective administration of the chapter 11 case.

9. As it did prepetition, the Debtor's management will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets and the protocol that has been established will provide guidance on the periods of time involved, the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

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

Dated: June 22, 2026
Midland, Texas

Respectfully submitted,

Tripp Wommack

Name: Herman Hubert "Tripp" Wommack, III
Title: Chief Executive Officer