**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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| **IN RE:** | § | **Chapter 11** |
| | § | |
| **SYNERGENX LEGACY HOLDINGS, LLC, *et al.*,** [1] | § | **Case No. 26-90644** |
| | § | |
| | § | **Jointly Administered** |
| **DEBTORS.** | § | |

# INTERIM ORDER GRANTING EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (C) MAINTAIN EXISTING BUSINESS FORMS AND BOOKS AND RECORDS, AND (D) CONTINUE INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF

Came on to be considered the Debtors' *Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue to Operate their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief* (the "Motion"[2]) [Dkt. No. 35]. Based on the specific facts and circumstances of this case and for the reasons stated on the record, which are incorporated herein, the Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter an interim order consistent with Article III of the Constitution; (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors' estate, their creditors and other parties in interest; (v) notice of the Motion and the hearing

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://cases.stretto.com/SynergenX. The location of Debtor SynergenX Legacy Holdings, LLC is 11445 Compaq Center Drive W., Ste 800, Houston, TX 77070.

[2] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

were appropriate under the circumstances and no other notice need be provided; and (vi) upon review of the record before the Court, including the legal and factual bases set forth in the Motion and the statements made by counsel at the hearing, and after due deliberation thereon, there being found good and sufficient cause exists it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on an interim basis to the extent specified in this Order.

2. A "**Final Hearing**" on the Motion shall be held on **July 21, 2026, at 1:00 p.m., prevailing Central Time.** No later than July 16, 2026, any objections or responses to entry of a further interim or final order shall be filed with the Court and served on: (a) Debtors' proposed counsel, Law Offices of Frank J. Wright, PLLC, 1800 Valley View Lane, Suite 250 Farmers Branch, Texas 75234; (b) the Office of the United States Trustee for the Southern District of Texas (Houston Division), [Add Address]; (c) Counsel for the First Lien Lenders, LLC; (d) Counsel to the Subordinated Lenders; (e) counsel to any statutory committee appointed in this case; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. **If no objections to entry of the Final Order are filed and served, the Court may enter such Final Order without further notice or hearing.**

3. The Debtors are authorized, but not directed, to continue operating the Cash Management System substantially in the form described in the Motion and existing prepetition, honor any prepetition or postpetition obligations related thereto, maintain existing Business Forms and Books and Records, and continue to perform Intercompany Transactions in the ordinary course of business and consistent with historical practice.

4. The Debtors are authorized, but not directed, to (i) designate, maintain, and continue to use any or all of their existing Bank Accounts, including those listed on **Exhibit A** to the Proposed Order, in the names and with the account numbers existing immediately before the

Petition Date, (ii) to the extent of available funds, deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits, (iii) pay any Bank Fees or other charges associated with the Bank Accounts, whether arising before or after the Petition Date, and (iv) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts.

5. The Debtors are authorized, but not directed, to (a) open new Bank Accounts and close any existing Bank Accounts in the ordinary course of business as they may deem necessary and appropriate, and any relevant Bank is authorized to honor the Debtors' requests to open or close such Bank Accounts, and (b) enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; provided, that all Bank Accounts opened by any of the Debtors on or after the Petition Date shall, for purposes of this Interim Order, be deemed a Bank Account as if it had been listed on **Exhibit A** to the Proposed Order; provided, further, that all new Bank Accounts that are opened within the United States shall be at depositories that are designated as an approved depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines; provided, further, that the Debtors shall provide prior written notice, to the extent reasonably practicable (email notice being sufficient), to the U.S. Trustee, counsel to the First Lien Lenders, counsel to the Subordinated Lenders, and, if appointed, counsel to any statutory committee, of the opening or closing of any Bank Account, and such opening or closing shall be timely reported in the Debtors' monthly operating reports.

6. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations as set forth herein, to the extent that sufficient funds are on deposit in available funds in the applicable Bank Accounts to cover such payments. The Banks are authorized

to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise. The Banks shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this Interim Order if a Bank honors a prepetition check or other item drawn on any Bank Account (a) at the direction of the Debtors, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition electronic fund transfers, in replacement of any checks or electronic fund transfers that are dishonored or rejected as a consequence of these chapter 11 cases, with respect to prepetition amounts that are authorized to be paid pursuant to this Interim Order or any other order of this Court.

8. In the course of providing cash management services to the Debtors, each of the Banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate Bank Accounts of the Debtors, and further, to charge back to the appropriate Bank Accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition

or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. Those certain prepetition deposit, cash management, and treasury services agreements (collectively, the "Account Documents") existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights and remedies afforded under such agreements, shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Bank (including, for the avoidance of doubt, any rights of a Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and such Bank agree otherwise. Any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

10. The Debtors are authorized to continue engaging in Intercompany Transactions in the ordinary course of business consistent with the Debtors' prepetition practices, including transferring funds through the Cash Management System. All Intercompany Claims arising postpetition against any Debtor relating to the Intercompany Transactions shall be accorded administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code based upon net transfers. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen,

and the Debtors and any other party in interest expressly reserve any and all rights with regard thereto.

11. The Debtors are authorized to continue to use their existing Business Forms and Books and Records in a manner consistent with prepetition practice, without reference to the Debtors' status as debtors in possession; provided, however, once the Debtors' existing checks have been used, the Debtors, when reordering checks, shall require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; provided further that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend and the bankruptcy case number on such items within fourteen (14) days of the date of entry of this Interim Order.

12. In connection with the ongoing use of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. The Debtors shall continue to maintain records related to the Intercompany Transactions so that such transactions can be ascertained, traced, and accounted for on applicable intercompany accounts, and distinguished between prepetition and postpetition transactions. The Debtors and the Banks may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business and not inconsistent with this Interim Order that they deem appropriate in their sole discretion, including, without limitation, closing any of the Bank Accounts or opening new Bank Accounts as set forth herein.

13. To the extent that any of the Debtors' Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any provision of the U.S. Trustee Guidelines, the Debtors shall

have forty-five (45) days from the Petition Date, without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code or any provision of the U.S. Trustee Guidelines. The Debtors may obtain further extensions of the time period set forth in this paragraph by reaching a written agreement (email being sufficient) with the U.S. Trustee and filing a notice on the Court's docket regarding any such agreement reached with the U.S. Trustee without the need for further Court order; provided, that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief form the Court to the extent an agreement cannot be reached.

14. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees payable under 28 U.S.C. § 1930(a)(6) based on the disbursements of (or on behalf of) each Debtor regardless of which entity actually makes such disbursements.

15. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

16. Notwithstanding anything to the contrary in the Motion or this Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors by the Cash Collateral Order, including, for the avoidance of doubt, the approved Budget. To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Order and the terms of the Cash Collateral Order, the terms of the Cash Collateral Order will govern.

17. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order nor any actions taken pursuant to the relief granted herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or

validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any claim is of a type specified or defined in the Motion, or in this Order granting the relief requested by the Motion, or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claim or cause of action that may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; (h) an implication or admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Order are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) an impairment or waiver of any claims or causes of action that may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute the extent, perfection, priority, validity, or amount of such claim.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

Signed: July 07, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

# EXHIBIT A

## LIST OF DEBTORS BANK ACCOUNTS

| Debtor Entity | Bank Name | Last Four Digits of Account Number | Account Type | Balance as of Petition Date |
|---|---|---|---|---|
| SynergenX Health Holdings | Chase | 5705 | SHH Operating Account | |
| SynergenX Health Holdings | Chase | 8767 | SHH Payroll Account | |
| SynergenX Health Holdings | Chase | 8890 | Contractor Payroll Account | |
| HealthCo. | Chase | 3595 | TomorrowMed Operating Account (Not Used) | |
| HealthCo. | Chase | 6176 | Village Lane Main Deposit Account & Operating | |
| HealthCo. | Chase | 7300 | HealthCo. Operating Account | |
| HealthCo. | Chase | 8353 | HealthCo. Payroll Account | |
| HealthCo. | Chase | 8653 | HealthCo. Deposit Account (Not Used) | |
| Low-T Centers | Chase | 6997 | Low-T Operating Account | |
| Low-T Centers | Bank of America | 7372 | Old Low-T Deposit Account (Not Used) | |
| Low-T Centers | Pinnacle | 2042 | Low-T Operating Account | |
| Kingwood JV | Chase | 3815 | Kingwood Bank Account (Not Used) | |
| Woodlands JV | Chase | 0876 | Woodlands Bank Account (Not Used) | |