IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SiFi Networks America, LLC,	Case No. 26-10912 (BLS)
Debtor.[1]	**Objection Deadline: June 24, 2026 at 4:00 p.m. (ET)** **Hearing Date: July 1, 2026 at 10:00 a.m. (ET)**

NOTICE OF DEBTOR'S
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF SHERWOOD PARTNERS, INC.
AS SALES AGENT TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

PLEASE TAKE NOTICE that on June 10, 2026, the above-captioned debtor and debtor in possession (the "Debtor"), by and through its undersigned proposed counsel, filed with the United States Bankruptcy Court for the District of Delaware (the "Court") the *Debtor's Application for Entry of an Order Authorizing Employment and Retention of Sherwood Partners, Inc. as Sales Agent to the Debtor Effective as of the Petition Date* (the "Application").

PLEASE TAKE FURTHER NOTICE that a copy of the Application is being served with this Notice. A copy of the Application is also available on (i) the Court's website: www.deb.uscourts.gov and (ii) the website maintained by the Debtor's Claims and Noticing Agent, Stretto, Inc.: https://cases.stretto.com/SiFiNetworks.

PLEASE TAKE FURTHER NOTICE that a hearing on the Application will be held on **July 1, 2026, at 10:00 a.m. (prevailing Eastern Time)** before The Honorable Brendan L. Shannon, United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom No. 1, 824 North Market Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that objections, if any, to approval of the Application must be filed on or before **June 24, 2026, at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon undersigned proposed counsel for the Debtor so as to be actually received by the Objection Deadline. Only those objections made in writing and timely filed in accordance with the above procedures will be considered by the Bankruptcy Court at such hearing.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO PROPERLY FILE AND SERVE A RESPONSE ON OR BEFORE THE OBJECTION DEADLINE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT

[1] The Debtor in this chapter 11 case and the last four digits of its federal tax identification number are SiFi Networks America, LLC (7990). The Debtor's service address in this chapter 11 case is 103 Foulk Road, Suite 500, Wilmington, DE 19803.

FURTHER NOTICE OR HEARING.

Dated: June 10, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

<u>/s/ Michael E. Fitzpatrick</u>
Patrick J. Reilley (No. 4451)
Michael E. Fitzpatrick (No. 6797)
500 Delaware Avenue, Suite 1410
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
preilley@coleschotz.com
mfitzpatrick@coleschotz.com

-and-

Daniel F.X. Geoghan (admitted *pro hac vice*)
Jacob S. Frumkin (admitted *pro hac vice*)
Mark Tsukerman (admitted *pro hac vice*)
Tejal Majethia (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
dgeoghan@coleschotz.com
jfrumkin@coleschotz.com
mstukerman@coleschotz.com
tmajethia@coleschotz.com

Proposed Counsel for Debtor and
Debtor in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SiFi Networks America, LLC, Debtor.[1]	Chapter 11 Case No. 26-10912 (BLS) **Objection Deadline: June 24, 2026 at 4:00 p.m. (ET)** **Hearing Date: July 1, 2026 at 10:00 a.m. (ET)**

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF SHERWOOD PARTNERS, INC. AS SALES AGENT TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

SiFi Networks America, LLC, the debtor and debtor in possession in the above-captioned case (the "Debtor"), hereby files this application (the "Application") for entry of an order: (a) authorizing the employment and retention of Sherwood Partners, Inc. ("Sherwood") to serve as the Debtor's sales agent, effective as of the Petition Date (as defined herein), pursuant to sections 327(a), 328(a), and 1107(b) of title 11 of the United States Code (the "Bankruptcy Code"); (b) approving the provisions of the Engagement Letter (as defined herein), including the compensation arrangements and reimbursement provisions set forth therein; (c) modifying certain timekeeping requirements of Rule 2016(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2016-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") and any other applicable procedures and orders of the United States Bankruptcy Court for the District of Delaware (the "Court") in connection with Sherwood's proposed engagement; and (d) granting such other relief as is just and proper. In support of this Application, the Debtor submits the *Declaration of Shareef El Attar in Support of Debtor's Application for Entry of an Order Authorizing Employment and Retention*

[1] The Debtor in this chapter 11 case and the last four digits of its federal tax identification number are SiFi Networks America, LLC (7990). The Debtor's service address in this chapter 11 case is 103 Foulk Road, Suite 500, Wilmington, DE 19803.

of Sherwood Partners, Inc. as Sales Agent to the Debtor Effective as of the Petition Date (the "El Attar Declaration"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference. In further support of this Application, the Debtor respectfully states as follows:

JURISDICTION AND VENUE

1. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtor consents to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. Venue of this case and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested herein are sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-2.

BACKGROUND

4. On June 5, 2026 (the "Petition Date"), the Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). The factual background regarding the Debtor, including its business operations, its capital and debt structure, and the events leading to the filing of the Chapter 11 Case, is set forth in the *Declaration of Jacen*

Dinoff, as Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day Pleadings [Docket No. 11] (the "First Day Declaration").

5. To date, no creditors' committee has been appointed in the Chapter 11 Case by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). No trustee or examiner has been appointed in the Chapter 11 Case.

RELIEF REQUESTED

6. By this Application, the Debtor seeks entry of an order (the "Proposed Order"), substantially in the form attached hereto as **Exhibit A**, pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-2: (a) authorizing the employment and retention of Sherwood as its sales agent effective as of the Petition Date, in accordance with the terms and conditions set forth in the engagement letter between Sherwood and the Debtor, dated May 13, 2026 (the "Engagement Letter"), a copy of which is attached as **Exhibit 4** to the El Attar Declaration; (b) approving the provisions of the Engagement Letter, including the proposed compensation arrangements and the reimbursement provisions set forth in the Engagement Letter, pursuant to section 328(a) of the Bankruptcy Code; (c) modifying the timekeeping requirements of Bankruptcy Rule 2016(a), Local Rule 2016-2, and any other applicable procedures and orders of the Court in connection with Sherwood's proposed engagement; and (d) granting such other relief as may be just and proper.

BASIS FOR RELIEF REQUESTED

7. Sections 327(a) and 328(a) of the Bankruptcy Code provide that a debtor, subject to court approval, may 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. *See* 11 U.S.C. §§ 327, 328. Furthermore, Bankruptcy Rule 2014(a) provides that an "order approving the employment of attorneys, accountants, appraisers, auctioneers, agents, or other professionals pursuant to § 327 . . . of the Code shall be made only on application of the trustee or committee." Fed. R. Bankr. P. 2014(a). Bankruptcy Rule 2014 requires that an application for retention of a professional includes specific facts showing the necessity for 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, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee. *Id.*

A. <u>Sherwood's Qualifications</u>

8. Based on the complexities associated with administering this Chapter 11 Case and the estate, the Debtor has determined that the services of an experienced sales agent will substantially enhance its attempts to realize the maximum value of its assets and obtain DIP financing. Sherwood is well qualified to provide these services in light of its extensive knowledge and expertise with respect to chapter 11 proceedings. Accordingly, the Debtor seeks authority to employ Sherwood as its sales agent. The Debtor has determined that the retention of Sherwood is necessary, appropriate, and in the best interests of the Debtor's estate due to Sherwood's expertise and qualifications in performing the services required in this case and for the reasons enumerated herein. Moreover, an experienced sales agent, such as Sherwood, fulfills a critical service that complements the services provided by the Debtor's other professionals, without duplicating the services provided by any of those professionals.

9. Sherwood's practice consists of senior financial, management consulting, and other professionals who specialize in providing financial, business, and strategic assistance typical in distressed business settings. Sherwood serves troubled companies, debtors, and secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements similar to its engagement with the Debtor.

10. Sherwood often acts as a sales agent for the assets of distressed and insolvent companies, and Sherwood's professionals (the "Sherwood Personnel") collectively have many decades of restructuring and industry experience in that regard. The Sherwood Personnel will work closely with the Debtor's management and other professional advisors throughout this Chapter 11 Case.

11. Since its engagement on May 13, 2026, Sherwood has provided extensive services in connection with the Debtor's asset marketing efforts and has worked closely with the Debtor and its professionals to identify buyers that might be interested in acquiring the Debtor's assets (collectively, the "Assets"). In addition to its services as a sales agent, Sherwood also conducted a prepetition marketing process to determine the availability of third-party financing sources that might be willing to provide financing to the Debtor in its current financial situation. As a result of its prepetition work with the Debtor, Sherwood has a detailed understanding of the Debtor's business, the Assets, and the unique circumstances of this case. Sherwood's resources, capabilities, and experience in assisting the Debtor continue to be critical to the Debtor's asset marketing and sale efforts (the "Sale Process").

12. Sherwood, therefore, is both qualified and uniquely suited to deal effectively and efficiently with matters that may arise in connection with the Sale Process and the Debtor's postpetition financing needs. Accordingly, the Debtor submits that the retention and employment

of Sherwood on the terms and conditions set forth in the Engagement Letter, as modified by the Proposed Order, is in the best interests of the Debtor's estate and its creditors, and that the Application should be granted.

B. <u>Necessity of Retention and Services</u>

13. Subject to Court approval, the Debtor proposes to retain Sherwood to provide services in connection with the Sale Process and the Debtor's postpetition financing. The terms and conditions of the Engagement Letter were negotiated at arm's length between the Debtor and Sherwood and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. The terms of the Engagement Letter will serve to govern the relationship between Sherwood and the Debtor.

14. As set forth in the Engagement Letter, Sherwood will provide, among others, the following services to the Debtor (collectively, the "<u>Services</u>"), to the extent requested by the Debtor or the Debtor's professionals, as the exclusive sales agent for the Assets and the Debtor's postpetition financing needs and in consideration for the compensation contemplated by the Engagement Letter:[2]

(a) working with the Debtor to identify all applicable assets to be sold;

(b) advising on the structure of a sale process;

(c) working with the Debtor to develop a target list of potential acquirers;

(d) working with the Debtor to prepare an offering memorandum, non-disclosure agreement and data room;

(e) assisting potential buyers with due diligence, management interviews, and formulation of offers;

(f) in conjunction with principals of the Debtor and the Debtor's professional advisors, garner offers and conduct a competitive sale process, which may

[2] The description of the Engagement Letter in this Application is a summary. To the extent that this Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter control.

be inclusive of a stalking horse bidder, a funded offer, and alternate counter offers to achieve highest and best results;

(g) working with the Debtor to assist in the closing of a sale transaction;

(h) soliciting interest in DIP Financing for the Debtor; and

(i) assisting with negotiations related to DIP Financing for the Debtor.

15. The employment of Sherwood is necessary to ensure that the Assets are fully marketed so as to maximize value for the benefit of the Debtor's estate and creditors. The Debtor selected Sherwood because of its extensive experience in rendering these Services and Sherwood's provision of such Services to similarly situated companies. The Services that Sherwood will provide to the Debtor are necessary to enable the Debtor to identify the highest and best possible bids for the Assets, which are in the best interests of its estate, creditors, and parties in interest. The estate already has benefitted from Sherwood's solicitation of potential DIP lenders prepetition. All of the Services will be undertaken at the request of the Debtor and will be appropriately directed by the Debtor so as to avoid duplicative efforts among the professionals retained in the Chapter 11 Case. The Debtor believes that Sherwood's role is truly unique here, but nonetheless will use reasonable efforts to coordinate with the Debtor's other professionals retained in this Chapter 11 Case to ensure that there is little to no duplication of work.

C. <u>Professional Compensation</u>

16. Section 328(a) of the Bankruptcy Code provides, in relevant part, that a debtor, "with the court's approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Subject to the Court's approval, pursuant to section 328(a), and not section 330, of the Bankruptcy Code, and as more fully described in the

Engagement Letter, the Debtor has agreed to pay Sherwood the following proposed compensation:[3]

(a) A retainer of $35,000;

(b) A consulting fee of $60,000, $30,000 of which was earned upon the execution of the Engagement Letter and the remainder earned upon approval of Sherwood's retention by the Court;[4]

(c) if a Transaction (as defined in the Engagement Letter) is consummated, a fee equal to the greater of (i) $80,000 or (ii) nine percent (9%) of the Sales Gross Value (as defined in the Engagement Letter) of all consideration received in connection with any Transaction involving the Assets (the "Success Fee");[5]

(d) for DIP Financing Advisory Services (as defined in the Engagement Letter) and any witness or declarant in-court testimony requested by the Debtor, hourly rates of $575 to $675 per hour,[6] provided that any required travel time shall be billed at 50%; and

(e) reimbursement of reasonable and documented out-of-pocket expenses, including but not limited to travel, copying costs, and any other costs incurred by Sherwood in the course of activities or actions required by the Engagement Letter. No reimbursable expense will exceed $2,500 without the Debtor's prior written consent.

17. Sherwood's decision to assist the Debtor in connection with this Chapter 11 Case is subject to its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in the Engagement Letter.

18. The Debtor submits that Sherwood's compensation under the Engagement Letter is "market" and reasonable under the circumstances and that such compensation should be approved

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[3] The description of the proposed compensation in this Application is a summary. To the extent that this Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter control.

[4] The full $60,000 has been paid to Sherwood.

[5] In the event of a credit bid Transaction, in lieu of the Success Fee, Sherwood shall be entitled to a fee of $80,000.

[6] These hourly rates reflect Sherwood's normal and customary billing practices for engagements of this complexity and magnitude. Sherwood revises its hourly rates periodically and such rates are typically adjusted annually. Rate changes will be noted on the invoice for the first time period in which the revised rates become effective.

by the Court under section 328(a) of the Bankruptcy Code.

D. <u>Reporting Requirements</u>

19. The Debtor requests that the Court modify the reporting requirements set forth in Local Rule 2016-2(d) with respect to Sherwood, which is being employed by the Debtor pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, to provide sale agent services. It is standard practice in the restructuring industry for professionals to provide services relating to the sale of distressed assets on a flat-fee percentage basis, rather than on an incremental hourly basis. Moreover, Sherwood does not, in its ordinary course of business, keep time detail of its sale agent consulting services as required by Local Rule 2016-2(d). Because the majority of Sherwood's compensation will not be a function of the time spent working on this engagement, keeping time records would be unnecessary and unduly burdensome. Sherwood is expected to invoice on an hourly basis for its advisory services related to postpetition financing in addition to time spent for witness or declarant in-court testimony. For its hourly compensation, as required, Sherwood is prepared to keep time detail as required and submit fee applications per the normal chapter 11 professional process.

20. Given the foregoing, the Debtor respectfully requests that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any order of this Court, Sherwood be excused, to the extent provided in the Proposed Order, from maintaining time records, providing or conforming to any schedule of hourly rates, or filing interim fee applications, and that such applicable guidelines, procedures, and orders of the Court be tailored to the nature of Sherwood's engagement and compensation structure.

E. <u>Disinterestedness</u>

21. Sherwood has conducted its standard conflicts review protocol to determine whether Sherwood or any employee thereof providing the Services to the Debtor pursuant to the Engagement Letter has any connection with the Debtor, creditors of the Debtor's estate, or any other parties in interest identified to Sherwood by the Debtor and listed in **<u>Exhibit 1</u>** of the El Attar Declaration. Based on the conflicts review conducted to date, to the best of the Debtor's knowledge, except as set forth in the El Attar Declaration, Sherwood: (a) is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, (b) does not hold or represent an interest adverse to the Debtor or the Debtor's estate, and (c) has no material connection with the Debtor, the Debtor's creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party in interest or related parties outside of this Chapter 11 Case. Nonetheless, based upon the El Attar Declaration, Sherwood is not working for or on behalf of any of the Debtor's creditors in connection with any of the Assets or in connection with this Chapter 11 Case. Accordingly, the Debtor respectfully submits that Sherwood satisfies the requirements of section 327(a) of the Bankruptcy Code and can act as the Debtor's sales agent for the Assets and perform the Services pursuant to the Engagement Letter.

22. Sherwood is not owed any amounts by the Debtor as of the Petition Date and does not hold a claim against the Debtor's estate. Sherwood has indicated that, if it discovers any information that is contrary to or pertinent to the statements made in the El Attar Declaration, it will promptly disclose such information in a subsequent filing to this Court, the Debtor, any statutory committee appointed in this Chapter 11 Case, and the U.S. Trustee.

23. The Debtor also has been advised that Sherwood has not shared or agreed to share any of its commission from the Debtor with any other persons or firm, other than principals and employees of Sherwood, as permitted by section 504 of the Bankruptcy Code.

F. <u>Relief as of the Petition Date is Appropriate</u>

24. The Debtor seeks approval of Sherwood's employment and retention, effective as of the Petition Date, so that Sherwood can be compensated for Services rendered before approval of this Application. The Debtor believes that no party in interest will be prejudiced by granting the relief effective as of the Petition Date, as proposed in this Application because Sherwood has provided and continues to provide valuable services to the Debtor's estate.

25. Accordingly, for all the reasons previously stated, the Debtor submits that the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules have been met, and the Debtor respectfully requests entry of the Proposed Order authorizing the Debtor to retain and employ Sherwood as its sales agent effective as of the Petition Date.

NO PRIOR REQUEST

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

NOTICE

27. Notice of this Application will be provided to: (a) the U.S. Trustee; (b) counsel to the Debtor's prepetition and DIP lender; (c) the parties listed on the Debtor's list of its thirty (30) largest unsecured creditors; and (d) all parties that have requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, under the circumstances, no other or further notice is required.

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: June 10, 2026

Respectfully Submitted,

/s/ Jacen Dinoff
Jacen Dinoff
Chief Restructuring Officer
SiFi Networks America, LLC

<u>Exhibit A</u>

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SiFi Networks America, LLC, Debtor.[1]	Chapter 11 Case No. 26-10912 (BLS)

ORDER AUTHORIZING DEBTOR'S EMPLOYMENT AND RETENTION OF SHERWOOD PARTNERS, INC. AS SALES AGENT TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

Upon consideration of the application (the "Application")[2] of the above-captioned debtor and debtor-in-possession (the "Debtor") seeking entry of an order (this "Order") authorizing the retention and employment of Sherwood Partners, Inc. ("Sherwood") as sales agent to the Debtor effective as of the Petition Date, pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-2; and the Court having reviewed the Application, the El Attar Declaration attached to the Application in support of the Application, and the Engagement Letter attached to the El Attar Declaration; and it appearing that this Court has jurisdiction to consider the Application in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that the venue of the case and this Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court being satisfied based on the representations made in the Application and in the El Attar Declaration that the terms and conditions of Sherwood's employment as set forth in the Engagement Letter are reasonable as required by Bankruptcy Code

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[1] The Debtor in this chapter 11 case and the last four digits of its federal tax identification number are SiFi Networks America, LLC (7990). The Debtor's service address in this chapter 11 case is 103 Foulk Road, Suite 500, Wilmington, DE 19803.

[2] Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Application.

section 328(a); and Sherwood not holding or representing interests adverse to the Debtor's estate; and Sherwood being a "disinterested person" as such term is defined under Bankruptcy Code section 101(14); and this Court having found that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and upon the record of the hearing, if any, and all of the proceedings had before the Court; and upon finding that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Application is GRANTED as provided herein.

2. Pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, the Debtor is authorized to employ and retain Sherwood as its sales agent in accordance with the terms and conditions set forth in the Engagement Letter, effective as of the Petition Date.

3. The terms of the Engagement Letter attached to the El Attar Declaration as Exhibit 4 are approved in all respects except as limited or modified herein.

4. Sherwood shall perform all of the Services and its obligations pursuant to the Engagement Letter in accordance with the terms and provisions of the Engagement Letter.

5. Sherwood's compensation, as set forth in the Engagement Letter, is approved pursuant to section 328(a) of the Bankruptcy Code. Sherwood shall be compensated, pursuant to section 328(a) of the Bankruptcy Code, based on the amounts set forth in the Engagement Letter. Sherwood may, but shall not be required to, file interim fee applications. Upon completion of its work for the Debtor, Sherwood shall file a final fee application with a summary of compensation earned and expenses incurred along with a summary of what compensation and expenses have

been paid; provided that Sherwood's compensation shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review, including the standard of review set forth in section 330 of the Bankruptcy Code (except with respect to review by the U.S. Trustee under section 330 with respect to any fee application filed by Sherwood); provided further that Sherwood's restructuring professionals shall (i) not be required to provide or conform to any schedules of hourly rates; and (ii) be required to maintain time records of their services rendered for the Debtor, which time records shall be maintained in summary format not on a project category basis, and in one-half hour (0.5) increments. Sherwood's non-restructuring personnel and personnel in administrative departments (including legal) shall not be required to maintain time records or provide or conform to any schedules of hourly rates.

6. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Sherwood's compensation and expense reimbursements under sections 330 and 331 of the Bankruptcy Code; *provided*, that reasonableness for this purpose shall include, among other things, an evaluation by comparing the fees payable in this case to the fees paid to consulting firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated solely on the basis of time committed or the length of this case. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Sherwood's compensation.

7. The reimbursement provisions included in the Engagement Letter are approved, subject, during the pendency of this Chapter 11 Case, to the following modifications:

(a) notwithstanding subparagraph any provisions of the Engagement Letter to the contrary, the Debtor shall have no obligation to provide reimbursement to Sherwood for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Sherwood's bad faith, self-dealing, breach of fiduciary duty (if any), willful misconduct, or gross negligence; and

(b) notwithstanding any provision in the Engagement Letter to the contrary, there shall be no limitation of Sherwood's liability in connection with its engagement.

8. Sherwood shall not seek reimbursement of fees or expenses of its counsel incurred in defending any of Sherwood's fee applications in this Chapter 11 Case.

9. Subject to the terms of this Order and the terms and conditions set forth in the Engagement Letter, Sherwood's compensation shall be paid as a direct carve-out from any such transaction proceeds, prior in right to any post- or prepetition secured debt.

10. Notwithstanding anything to the contrary in the Engagement Letter, Sherwood shall have whatever duties, fiduciary or otherwise, that are imposed upon it by applicable law.

11. In the event of any conflict between this Order and the Engagement Letter, this Order shall govern.

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

13. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

<u>EXHIBIT B</u>

Shareef Declaration

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

In re: SiFi Networks America, LLC, Debtor.[1]	Chapter 11 Case No. 26-10912 (BLS)

**DECLARATION OF
SHAREEF EL ATTAR IN SUPPORT OF DEBTOR'S
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
EMPLOYMENT AND RETENTION OF SHERWOOD PARTNERS, INC.
AS SALES AGENT TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

I, Shareef El Attar, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am over the age of 18 and competent to testify about the matters contained in this Declaration. The statements in this Declaration are true and correct to the best of my knowledge, information, and belief. If called as a witness, I would competently testify to the matters in this Declaration.

2. I am a Managing Director of Sherwood Partners, Inc. ("Sherwood"), the proposed sales agent to the above-captioned debtor and debtor-in-possession (the "Debtor"). I am duly authorized to make this declaration (the "Declaration") on behalf of Sherwood and submit this Declaration in accordance with sections 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rules 2014(a) and 5002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). This Declaration is made in support of the application (the "Application")[2] of the Debtor seeking authorization for the retention and

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[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application or the First Day Declaration, as applicable.

employment of Sherwood as its sales agent, effective as of the Petition Date, to which this Declaration is attached as **<u>Exhibit B</u>**.

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth. To the extent that any information disclosed herein requires amendment or modification upon Sherwood's completion of further analysis, or as additional information becomes available to it, a supplemental affidavit will promptly be submitted to the Court.

<u>QUALIFICATIONS</u>

4. Sherwood's practice consists of senior financial, management consulting, and other professionals who specialize in providing financial, business, and strategic assistance typical in distressed business settings. Sherwood serves troubled companies, debtors, and secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements similar to the Debtor's in California, Delaware and elsewhere.

5. Sherwood often acts as a sales agent for the assets of distressed and insolvent companies, and Sherwood's professionals (the "<u>Sherwood Personnel</u>") collectively have many decades of restructuring and industry experience in that regard. The Sherwood Personnel will work closely with the Debtor's management and other professional advisors throughout this Chapter 11 Case.

6. Since being engaged pursuant to the engagement letter dated May 13, 2026 (the <u>Engagement Letter</u>," a copy of which is attached as <u>Exhibit 4</u> hereto), Sherwood has provided extensive services in connection with the Debtor's asset marketing efforts and has worked closely with the Debtor and its professionals to identify buyers that might be interested in acquiring the Debtor's assets (collectively, the "<u>Assets</u>"). In addition to its services as sales agent, Sherwood also conducted a marketing process prepetition to determine the availability of third-party financing

sources that might be willing to provide financing to the Debtor in its current financial situation. As a result of its prepetition work with the Debtor, Sherwood has a detailed understanding of the Debtor's business, the Assets, and the unique circumstances of this case. Sherwood's resources, capabilities, and experience in assisting the Debtor continue to be critical to the Debtor's asset marketing and sale efforts (the "Sale Process").

7. I understand that the Debtor has selected Sherwood as its sales agent based upon, among other things, Sherwood's knowledge of the Debtor and its extensive experience and excellent reputation with respect to distressed asset sales. In light of the complexity of transactions involving the Debtor's business, the resources, capabilities, and experience of Sherwood are crucial to the success of the Debtor's chapter 11 strategy. Sherwood's specialized experience will fulfill a critical need that complements, but does not duplicate, the services offered by the Debtor's other professionals.

8. In providing services to the Debtor, Sherwood has worked closely with the Debtor's senior management and its other professionals and has familiarity with the other major stakeholders that are or will be involved in this Chapter 11 Case. Accordingly, Sherwood is both well-qualified and uniquely able to serve as the Debtor's sales agent in this Chapter 11 Case in a cost-effective, efficient, and timely manner.

SERVICES TO BE PROVIDED

9. The terms and conditions of the Engagement Letter were the result of discussions and negotiations between Sherwood, the Debtor and their counsel. Subject to approval of the Court and consistent with the Engagement Letter, Sherwood will provide services to the Debtor as follows:

(a) working with the Debtor to identify all applicable assets to be sold;

(b) advising on the structure of a sale process;

(c) working with the Debtor to develop a target list of potential acquirers;

(d) working with the Debtor to prepare an offering memorandum, non-disclosure agreement and data room;

(e) assisting potential buyers with due diligence, management interviews and formulation of offers;

(f) in conjunction with principals of the Debtor and the Debtor's professional advisors, garner offers, and conduct a competitive sale, which may be inclusive of a stalking horse bidder, a funded offer, and alternate counter offers to achieve highest and best results;

(g) working with the Debtor to assist in the closing of a sale transaction;

(h) soliciting interest in DIP Financing for the Debtor; and

(i) assisting with negotiations related to DIP Financing for the Debtor.

10. I believe these professional services are necessary to the Debtor's restructuring efforts and in the ongoing operation and management of the Debtor's business while subject to chapter 11 of the Bankruptcy Code. Further, if the Debtor requests that Sherwood perform services not contemplated by the Engagement Letter, Sherwood and the Debtor may agree in writing on the terms for such additional services, subject to the Court's approval of any such agreement.

11. The functions that Sherwood will provide are specialized and will not be duplicative of those provided by the Debtor's other professionals. Moreover, Sherwood will only perform services that are necessary during this Chapter 11 Case.

PROFESSIONAL COMPENSATION

12. Sherwood's decision to assist the Debtor in connection with this Chapter 11 Case is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices.

13. Sherwood does not typically charge for its sales agent services on an hourly basis, except for in-court testimony and travel. Instead, it customarily charges an initial fee payable upon engagement plus an additional fee that is contingent upon the occurrence of a specified type of transaction. The Engagement Letter follows this customary form of agreement in the restructuring industry and sets forth the transaction-based fees that are to be payable to Sherwood in this engagement.

14. As set forth more fully in the Engagement Letter, Sherwood and the Debtor have agreed on the following terms of compensation and expense reimbursement for Sherwood in this engagement (the "Fee Structure"):

(a) A retainer of $35,000;

(b) A consulting fee of $60,000, $30,000 of which was earned upon the execution of the Engagement Letter and the remainder earned upon approval of Sherwood's retention by the Court;[3]

(c) if a Transaction (as defined in the Engagement Letter) is consummated, a fee equal to the greater of (i) $80,000 or (ii) nine percent (9%) of the Sales Gross Value (as defined in the Engagement Letter) of all consideration received in connection with any Transaction involving the Assets (the "Success Fee");[4]

(d) for DIP Financing Advisory Services (as defined in the Engagement Letter) and any witness or declarant in-court testimony requested by the Debtor, hourly rates of $575 to $675 per hour,[5] provided that any required travel time shall be billed at 50%; and

(e) reimbursement of reasonable and documented out-of-pocket expenses, including but not limited to travel, copying costs, and any other costs incurred by Sherwood in the course of activities or actions required by the Engagement Letter. No reimbursable expense will exceed $2,500 without the Debtor's prior written consent.

[3] The full $60,000 has been paid to Sherwood.

[4] In the event of a credit bid Transaction, in lieu of the Success Fee, Sherwood shall be entitled to a fee of $80,000.

[5] These hourly rates reflect Sherwood's normal and customary billing practices for engagements of this complexity and magnitude. Sherwood revises its hourly rates periodically and such rates are typically adjusted annually. Rate changes will be noted on the invoice for the first time period in which the revised rates become effective.

15. No fee or compensation payable to any third party by the Debtor or any other person or entity in connection with the subject matter of this engagement will reduce or otherwise affect any fee payable to Sherwood under the Engagement Letter.

16. Sherwood will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services during this Chapter 11 Case. However, because: (a) it is not the general practice of consulting firms such as Sherwood to keep detailed time records for its sales agent services similar to those customarily kept by attorneys; (b) Sherwood does not ordinarily keep time records on a "project category" basis for its sales agent services; and (c) the lion's share of Sherwood's compensation is based on fixed transaction-based fees, Sherwood respectfully requests that any applicable requirements to maintain time records, provide or conform to any schedule of hourly rates, or file interim fee applications be modified in accordance with the provisions of the Proposed Order regarding the same. Upon completion of its work for the Debtor, Sherwood will present such records to the Court in a final fee application with a summary of compensation earned and expenses incurred along with a summary of what compensation and expenses have been paid. To the extent that Sherwood otherwise would be required to submit more detailed time records for its professionals by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or other applicable procedures and orders of this Court, Sherwood respectfully requests that the Court waive such requirements.

17. I believe the Fee Structure is consistent with fee structures typically utilized by sales agents of similar stature to Sherwood for comparable engagements (both in and out of court), and appropriately reflects the nature of the services to be provided by Sherwood. After discussions and arm's length negotiations with the Debtor and its counsel, I believe that the Fee Structure is reasonable, market-based, and designed to compensate Sherwood fairly for its work during this

Chapter 11 Case.

18. Sherwood has not shared or agreed to share any compensation to be paid by the Debtor with any other person, other than the principals and employees of Sherwood, in accordance with section 504 of the Bankruptcy Code.

DISINTERESTEDNESS

19. Sherwood routinely checks for conflicts before accepting any engagement.

20. The Debtor has numerous creditors, equity holders, and other parties in interest with which it maintains business relationships. In connection with the Debtor's proposed retention of Sherwood in this Chapter 11 Case, Sherwood has reviewed the list of creditors and parties in interest provided by the Debtor, and Sherwood undertook to determine whether it had any conflicts or other relationship that might cause it to not be disinterested or to hold or represent an interest adverse to the Debtor.

21. Insofar as I have been able to ascertain, neither I, Sherwood, nor any affiliate of Sherwood currently provides services to, or has in the past provided services to, the potential parties in interest set forth on Exhibit 1 attached hereto (collectively, the "Potential Parties in Interest").[6] Further, other than in connection with this engagement and as otherwise disclosed herein, Sherwood has no relationship or connection with the Debtor of which I am aware. To the best of my knowledge, information, and belief, neither I, Sherwood, nor any of its professionals:

(a) is a creditor, equity security holder, or insider of the Debtor;

(b) is or has been within two years before the Petition Date, a director, officer, or employee of the Debtor; or

(c) has any interest materially adverse to the interests of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for

[6] The list of Potential Parties in Interest was prepared by the Debtor.

any other reason.

22. Accordingly, I believe Sherwood is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the debtor or its estate.

23. Neither I nor any of the Sherwood professionals who will provide services for the Debtor is related to any Judge of this Court, the U.S. Trustee, the Assistant U.S. Trustee, or any of the U.S. Trustee's trial attorneys in this District (including the U.S. Trustee trial attorney assigned to this Chapter 11 Case).

24. To the extent that I have been able to ascertain to date that Sherwood has been engaged within the last three years or is currently engaged by any of the Potential Parties in Interest (or their known affiliates, as the case may be) in matters unrelated to this case, such facts are disclosed on Exhibits 2 and 3 attached hereto. In addition to the facts disclosed on Exhibits 2 and 3, Sherwood may in the future be engaged by parties that are or may become parties in interest in this case. As this case progresses, new parties may become parties in interest in this case and similarly, Sherwood may have been engaged, may be currently engaged, and may in the future be engaged, by such new parties in interest in matters unrelated to Debtor and this Chapter 11 Case. Also, Sherwood may have engaged or had mutual clients with, may have a current engagement or have mutual clients with, and may in the future engage or have mutual clients with, certain law firms, financial advisors, investment bankers, accounting firms, and other professionals, that are Potential Parties in Interest or may become parties in interest, in matters unrelated to the Debtor and this Chapter 11 Case. In addition, Sherwood may have also been engaged by, be currently engaged by, or in the future be engaged by, persons or entities who are creditors or shareholders of, or otherwise have a business relationship with the Debtor, or who are competitors of or customers of the Debtor, in matters unrelated to the Debtor and this Chapter 11 Case.

25. Given the large number of parties in interest in this Chapter 11 Case, despite the efforts described above to identify and disclose Sherwood's relationships with parties in interest in this Chapter 11 Case, Sherwood is unable to state with certainty that every client relationship or other connection has been identified and disclosed herein. In particular, among other things, Sherwood may have unknown relationships with persons who are beneficial owners of parties in interest and persons whose beneficial owners include parties in interest or persons who otherwise have relationships with parties in interest. Moreover, Sherwood's employees may have unknown relationships with Potential Parties in Interest, persons that may become parties in interest in this case, and/or persons that have business relationships with the Debtor, are competitors of the Debtor or that are customers of the Debtor. Continued inquiry will be made following the filing of the Application, on a periodic basis, and additional disclosures will be made to this Court as necessary and appropriate.

26. Some of Sherwood's present and future employees may have, or may in the future have, personal investments in funds, or other investment vehicles, over whose investment decisions such employees have no input or control. Such entities may have made, or may in the future make, investments in the claims or securities of the Debtor, Potential Parties in Interest, or other parties in interest in this Chapter 11 Case.

27. As of the Petition Date, the Debtor does not owe Sherwood any fees for services performed or expenses incurred under the Engagement Letter.

28. This Declaration is being provided pursuant to Bankruptcy Code sections 327 and 328, Bankruptcy Rule 2014(a), and Local Rule 2014-1.

[Remainder of Page Intentionally Left Blank]

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

Executed on: June 10, 2026

/s/ Shareef El Attar
Shareef El Attar
Managing Director
Sherwood Partners, Inc.

Exhibit 1

Potential Parties in Interest

Debtor
SiFi Networks America LLC

Parent
SiFi Networks America Ltd.

Bankruptcy Judges
Chief Judge Karen B. Owens
Judge Brenden L. Shannon
Judge Craig T. Goldblatt
Judge Kate J. Stickles
Judge Laurie Selber Silverstein
Judge Mary F. Walrath
Judge Thomas M. Horan

Courtroom Deputies
Al Lugano
Danielle Gadson
Laurie Capp
Lora Johnson
Marquietta Lopez
Nikki Washington
Rachel Bello
Stephen L. Grant
Amanda Hrycak
Cacia Batts
Claire Brady
Demitra Yeager
Jill Walker
Laura Haney
Nickita Barksdale
Paula Subda
Xavier Hunt

Current Director
Jacen Dinoff

Contract Counterparties/Vendors
SiFi Networks East Hartford, LLC
SiFi Networks Fullerton LLC
SiFi Networks Kenosha LLC
SiFi Networks Placentia LLC
SiFi Networks Rancho Cordova LLC
SiFi Networks Simi Valley LLC
SiFi Networks Akron LLC
SiFi Networks Albuquerque LLC
SiFi Networks Bakersfield LLC
SiFi Networks Buena Park LLC
SiFi Networks Cleveland LLC
SiFi Networks Corona LLC
SiFi Networks Farmington Hills LLC
SiFi Networks Folsom LLC
SiFi Networks Fort Myers LLC
SiFi Networks Fountain Valley LLC
SiFi Networks Kern County LLC
SiFi Networks Lake Forest LLC
SiFi Networks Margate LLC
SiFi Networks Marysville LLC
SiFi Networks New York City LLC
SiFi Networks Pittsburg LLC
SiFi Networks Riverside LLC
SiFi Networks Rosemead LLC
SiFi Networks Ventura LLC
SiFi Networks Yuba City LLC
SiFi Networks Yuba County LLC
SN California LLC
SN Illinois LLC
SN Michigan LLC
SN Wisconsin LLC
Cambridge Network Solutions, LLC f/k/a CNS
ClearWorld, LLC
Conure Telecom Services LLC
Conscious Capital Data Center, LLC
FirstLight Fiber, Inc.
Future Fiber Networks LLC
Future Fiber Networks MidCo LLC
Juganu USA Inc.
Local Linx MA, Inc.
Lightower Fiber Networks II, LLC
Markley, LLC
Motive Energy Telecommunications Group, Inc. d/b/a Motive Infrastructure Solutions
NDGI Operations, BV

Nokia of America Corporation
OmniFlow, S.A.
Richmond Telephone Company, LLC
SiFi Networks Rockford LLC
SiFi Networks Farmington LLC
SiFi Networks Palmdale LLC
SiFi Networks Oceanside LLC
SiFi Networks Escondido LLC
Southern California Edison Company
TierPoint Hosted Solutions, LLC
Tondo Smart Ltd.
TSR Solutions, Inc.
VPLS, Inc.
Urban Data Strategies, LLC
Wi-Fiber LLC
Town of East Hartford Connecticut
City of Saratoga Springs, NY
Markley Lowell, LLC
Coresite LP
CSC
First Legal Discovery
iBridge Cloud Technologies
Innovative Driven
KMC Solutions USA LLC
Preisely Software Inc.
Troncoso Koos Enterprises
US Signal Company LLC
Intralinks, Inc.
Blue Diamond Realty, L.L.C.
Capano Investments
International Workplace Group d/b/a Regus Management
Paycheck PEO Holdings, LLC
Paychex Retirement LLC
Mesirow Financial Holdings, Inc.
Mid-Atlantic Trust Company

Debtor’s Bankruptcy Professionals

Cole Schotz P.C.
KCP Advisory Group LLC
Sherwood Partners Inc.
Stretto, Inc.

Depository Banks

HSBC Bank USA, N.A.
East West Bank

Former Directors and Officers

Nancy Tubens
Benjamin Bawtree-Jobson
Ian Wade
Gareth Williams
Pavel Atrofimovich
Simon Underwood
Kevin Harris-James
Gary Scothern
George Wellings
Brandon Myers
Rich Adams
David Davies
James Courtenay-Evans
Michael Harris
Roland Pickstock
Bart Saenen
Jean-Francois Willame

Employees

Christopher Leverone
Jonathan Vince
Lisa Stewart
Kendra Odom
Danielle Vance
Kellen Wolff
Raul Cudal
Adam Throop
Robert Loiseau
Deborah Zator
Marcus Bowman
John O'Brien
Rubin Bryant
Amanda Bloomer
Tashauna Pierce
Alana Thornburg
Meghna Tony
Jinu Thomas
Regine Le
Jessica Lee
Thomas Wingert, Jr
Christopher Melendez
Connor Nash
Geoffrey Keyser
Jason Burton
Ronald Macek

David Katina
Erick Chagolla
David Knowles
Sara Pickstock
Amin Kamali
Jordan Harris
Katrina Imprixi
Hayley Jones
Shaun Barkley
Amanda Diaz
James Wynes
Dawn Owen
Debbie Nixon
Scott Kamali
Euan Harris
Jimmy Howe
Julienne Garcia
Alfred Gregorio
Glynne Barton
Jeth Maitem
Carolyn Morgan
Julie Jones
Jordan Evans
Denisa Juhasova

Independent Managers
Mike Wyse / Wyse Advisors LLP

Insurance Parties
Amwins Global Risks Ltd.
The Cincinnati Insurance Company
CNA Commercial Insurance
The Continental Insurance Company
Valley Forge Insurance Company
Zurich American Insurance Company
Endurance Worldwide Insurance Limited
Beazley Excess and Surplus Insurance, Inc.
McGriff Insurance Services, LLC
Scottsdale Indemnity Company
American Zurich North America
American Zurich Insurance Company
McGriff, a Marsh & McLennan Agency LLC
Travelers Casualty and Surety Company of America

Investors
SCIF Investor Vehicle LLP
SCIF US Holdco 1 LLC
SCIF SiFi Fullerton LLC
SCIF SiFi Simi Valley LLC
SCIF SiFi Placentia LLC
SCIF SiFi Rancho Cordova LLC
Generate City Fiber Member, LLC
APG Asset Management
Gaziti Investment Holding B.V.
Patrizia Infrastructure Limited

Litigation Parties
Cablevision Lightpath LLC
Berkshire Hathaway Speciality Insurance Company
Peter Neda
Generate Saratoga Springs Fiber Member, LLC
General East Hartford Fiber Member, LLC
Daniel R. Urban
Lat Long Infrastructure Of California LLC
Lat Long Infrastructure LLC
Cavallo Capital Partners LLC
Grellas Shah LLP

Litigation Parties' Counsel
Dailey LLP
Winston and Strawn LLP
Trafero Technologies LLC
Glaser Weil Fink Howard Jordan & Shapiro LLP

Litigation Parties' Opposing Counsel
Brown Neri Smith and Khan LLP
SMTD Law LLP
Watt, Tieder, Hoffar & Fitzgerald, L.L.P.
Manier & Herod, P.C.
AG Commercial Law, LLC
Potter Anderson & Corroon LLP
Slarskey LLC
Bailey Cavalieri LLC

Members of US Trustee Office
Benjemin Hackman
Christine Green

Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Andrew R. Vara
Fang Bu
Hannah M. Mccollum
Holly Dice
James R. O'malley
Jane Leamy
Jonathen Lipshie
Jonathen Nyaku
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Nyanquioi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch

Parties in Interest
SiFi Networks Nixa LLC
SiFi Networks Pacific Grove LLC
SiFi Saratoga Springs Inc.
SiFi East Hartford Inc.
SiFi Global Limited
Si-Fi Global Limited
SiFi Networks Salem LLC
Connectix Ltd.
Deloitte Tax LLP
SCIF SiFi East Hartford LLC
SCIF SiFi Kenosha LLC
SCIF SiFi Salem LLC
SCIF SiFi Saratoga Springs LLC
SiFi CA 1 Inc.
SiFi Fullerton Inc.
SiFi Kenosha Inc.
SiFi MA 1 Inc.
SiFi Networks Arlington LLC
SiFi Networks Cathedral City LLC
SiFi Networks Dalworthington Gardens LLC
SiFi Networks Decatur LLC
SiFi Networks Downey, LLC
SiFi Networks East Hartford LLC
SiFi Networks Lancaster LLC
SiFi Networks Largo LLC
SiFi Networks Lynwood LLC
SiFi Networks McKinney LLC
SiFi Networks Mesa LLC
SiFi Networks Odessa LLC
SiFi Networks Orange LLC
SiFi Networks Pico Rivera LLC
SiFi Networks Plantation LLC
SiFi Networks Pompano Beach LLC
SiFi Networks Sugar Land LLC
SiFi Placentia Inc.
SiFi Rancho Cordova Inc.
SiFi Salem Inc.
SiFi Simi Valley Inc.
Dawn US Holdings, LLC

Secured Lender
Arclink Fiber LLC

Exhibit 2

Current Clients

1. Sherwood has no clients or connections to any of the potential parties in interest.

Exhibit 3

Former Clients

1. In the past, Sherwood has not provided services to any of the potential parties in interest.

Exhibit 4

Engagement Letter

SHERWOOD

3945 Freedom Circle #520 | Santa Clara, CA 95054
www.shrwood.com

May 13, 2026

Mike Wyse
Independent Manager
SiFi Networks America LLC
C/O The Wyse Group
671 Headquarters Plaza
West Tower, Floor 6
Morristown, NJ 07960

Re: Engagement Letter Agreement

Dear Mr. Wyse:

This letter agreement (the "Agreement") is entered into on May 13, 2026, by and between Sherwood Partners, Inc. ("Sherwood") and SiFi Networks America LLC ("Client" or "Company"). This letter sets forth the consulting and advisory services to be rendered by Sherwood to the Client hereunder. This Agreement is made on the following terms and conditions for valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. **ENGAGEMENT**. Sherwood's authority and duties shall include the following:

Advisory Services: Sherwood shall make itself available to consult with and advise Client and Client's advisors oncertain matters of importance concerning the business affairs of Company (the "Engagement"), as requested by Client and accepted by Sherwood, in accordance with this Agreement. Specifically, Sherwood will provide advisory services as the "Sales Agent" detailed below:

- (i) working with Client to identify all applicable assets to be sold (collectively, the "Assets")
- (ii) advising on the structure of a sale process
- (iii) working with Client to develop a target list of potential acquirers
- (iv) working with Client to prepare an offering memorandum, non-disclosure agreement and data room
- (v) assisting potential buyers with due diligence, management interviews and formulation of offers
- (vi) in conjunction with principals of Client and Client's professional advisors, garner offers and conduct a competitive sale, which may be inclusive of a stalking horse bidder, a funded offer, and alternate counter offers to achieve highest and best results
- (vii) working with Client to assist in the closing of a sale transaction

In addition, Sherwood will provide debtor-in-possession financing ("DIP Financing") advisory services to assist Client with the following tasks:

- (i) soliciting interest in DIP Financing for Client
- (ii) assisting with negotiations related to DIP Financing for Client

To be clear, DIP Financing advisory services scope explicitly excludes the following tasks:

- (i) developing cash forecast budget and other financial materials to be provided to potential lenders
- (ii) preparing any ongoing lender reporting as may be required

Sherwood will rely on Client to provide key data and information; therefore, Sherwood's ability to serve as the Client's Sales Agent and advisor on DIP Financing will depend on the Client's timely responsiveness.

Sherwood will be the exclusive Sales Agent to the Client.

Client and Sherwood anticipate that, in the event Client files a petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) with a United States bankruptcy court (the “Bankruptcy Court” and such case being the “Bankruptcy Case”), Client shall file a motion to retain Sherwood as its sales agent, inaccordance with the terms of this Agreement.

2. **NO RESULT GUARANTEED**. While the goal of the Engagement is to provide useful advice that may facilitate solutions to certain of Client’s perceived problems, there can be no assurance of the success of such solutions or any solutions to such perceived or other problems of Client, and Sherwood does not guarantee any particular result from its services.

Client acknowledges and agrees that Sherwood is not directly or indirectly responsible or liable for or on account of any decision, act or omission of any creditor, including any creditor who may support or encourage the Engagement.

3. **OTHER SERVICES**. Unless otherwise hereafter agreed in writing by Sherwood, no other services or advice is required.

4. **LIMITATIONS**. Nothing herein requires or contemplates Sherwood providing any legal advice (since it does not practice law), any accounting or auditing services, any real estate brokerage services, or any other services requiring a license. Nothing herein requires Sherwood to perform at a level of expertise with reference to any industry standard, since Sherwood’s obligation is to perform services solely as an independent contractor only (and not as a fiduciary, partner, agent, or other relationship, each of which is disclaimed and excluded from this Agreement) using commercially reasonable efforts of diligence and care under the circumstances by reference to the practical capabilities of Sherwood as they exist, without requiring additional staff or other changes in Sherwood or its business practices or capabilities. To the extent that Sherwood provides any advice or opinions, Sherwood does so based upon the understanding that Client will consider the same as general business suggestions that are subject to Client checking with Client’s counsel for any legal problems or concerns, with Client’s accountant or auditor as to such accounting or audit concerns, and with other experts as appropriate. Notwithstanding any other provision of this Agreement to the contrary, Client, on behalf of itself and its affiliates, represents, warrants and agrees that, if Client or any of its affiliates advises Sherwood of any fact or situation, whether directly or through any of its employees, officers, directors, members, partners, managers, attorneys, accountants or other agents, Sherwood may conclusively rely on such communication, as well as the Client’s documents, books and records, unless the Client specifically warns Sherwood that particular documents or information is inaccurate, incomplete or unreliable in some specified respect. While Sherwood might be able in time to discover errors on its own, Client directs Sherwood not to be so distracted but to prioritize its Engagement services. In addition, Client further represents, warrants and agrees that Sherwood need not concern itself with Client’s affiliates, except when and to the extent Client and Sherwood include that in the Engagement, since Client separately from Sherwood shall make such adjustments and supplements to its dealings with its affiliates as Client and its counsel warrant will comply with all legal duties to such affiliates. Sherwood may then advise what Client may do in the Engagement, assuming that Client so complies with any obligations to its affiliates and their respective equity holders and creditors.

5. **GROSS VALUE OF SALE OF ASSETS.** In the event of any sale, the term "Sales Gross Value" as used in this Agreement shall be the sum of all cash and non-cash consideration that includes the aggregate consideration (1) received by Client, and holders of any secured, priority and/or general unsecured claims against Client (to the extent such payment to creditors reduces the amount of claims), and/or (2) otherwise paid or received from or to be paid or received under any Transaction. The Gross Value includes but is not limited to:

a) Cash;

b) Stock, equity interests, membership interests, and or partnership interests used as consideration by the financing source, joint venture partner or buyer and received as consideration;

c) Payments made in installments;

d) Notes, securities and other property;

e) Assumed secured debt;

f) Contingent payments (whether or not related to future performance, earnings or operations) when earned and paid;

g) Any interest or other payments actually received on or in respect of debt from buyer;

h) Any other payment actually received on or in respect to the equity interests (including, without limitation to the following, shareholder or membership interests) in Client; and

i) Any release or assumption of bonds.

Valuation. For purposes of calculating the Sales Gross Value received, any non-cash distributions shall be valued as follows and consistent with:

- Publicly traded securities shall be valued at the average of their closing prices (as reported in The Wall Street Journal) for the five (5) trading days prior to the closing of the contemplated Transaction whereby such securities are exchanged as consideration, unless the value of such securities is disclosed in a court approved disclosure statement in support of a confirmed Chapter 11 plan, the securities will then be valued based on such disclosure statement;

- Any other non-cash distributions shall be valued at the fair market value thereof on the day prior to closing as determined in good faith by Client and Sherwood; and

- if the parties are unable to agree upon the value of any other property, its value will be determined by the Bankruptcy Court.

Transaction. As used herein, the term ”Transaction" shall include any transaction or series of transactions, which in each case may include:

- Any transaction pursuant to which the Client or the Assets are acquired by any person, group of persons, partnership, corporation or other entity (including, without limitation, existing creditors, employees, affiliates, and/or shareholders) (collectively, a "Purchaser").

- The acquisition, directly or indirectly, by a Purchaser (or by one or more persons acting together with a Purchaser pursuant to a written agreement or otherwise) in a single transaction or series of transactions, of all or a portion of the Assets; or

- The closing of any sale, transfer or assumption of all or a portion of the Assets including without limitation any note evidencing a security interest in the Assets, stock or other interest of the Client; provided, however, that such sale, transfer or assumption shall not be deemed a Transaction unless and only to the extent that such Transaction results in consideration paid to the Client.

- [The closing of a DIP Financing facility; provided, however, that it shall not be considered a Transaction and no Success Fee shall be earned or payable to Sherwood hereunder if the DIP Financing is provided by insiders or any current lenders of Client.]

6. **TERM**. Sherwood’s retention by Client is effective upon the date of execution by Client below. To the extent the Company files a petition under Chapter 11 of the Bankruptcy Code, the Company shall file a motion to retain Sherwood as its Sales Agent in accordance with the terms of this Agreement.

7. **FEES**. As consideration for the services to be provided by Sherwood, Sherwood shall be retained on a fixed and percentage fee basis, and to the extent the Company files a petition under Chapter 11 of the Bankruptcy Code , by an order of the Bankruptcy Court pursuant to section 328(a) of the Bankruptcy Code. The Client shall pay the following fees:

A. Client shall pay a consulting fee (the “Consulting Fee”) of $60,000 upon execution of this Agreement. Of such amount, $30,000 shall be deemed earned upon receipt of payment, and the remaining $30,000 shall constitute a retainer that shall be deemed earned upon approval of

Sherwood's retention by the Bankruptcy Court. [1]

B. In addition to the Consulting Fee, Sherwood shall be entitled to a success fee (the "Success Fee") equal to the greater of: (i) $80,000; or (ii) nine percent (9%) of the Sales Gross Value of all consideration received in connection with any Transaction involving the Client's assets or business.[2]

C. In the event of a credit bid Transaction in which the Client's assets are acquired and cash sale proceeds are reduced or eliminated, Sherwood shall be entitled to a Transaction Fee in the amount of $80,000, which may be payable in lieu of the Success Fee described above.

D. Client shall pay a Retainer of $35,000 upon execution of this Agreement.

E. Sherwood shall issue invoices on a time & material basis for DIP Financing Advisory services and any witness or declarant in-court testimony requested by Client, Sherwood will be paid at its hourly rates of $575 to 675 per hour, with any required travel time to be billed at 50%.

8. **NON-SOLICITATION**. Sherwood incurs considerable effort and expense in recruiting and training its professional staff (the "Sherwood Staff"). Therefore, the Client agrees that neither it, nor any of its respective officers, directors, employees, members, partners, managers or agents shall, directly or indirectly, extend an offer of employment or solicit any of the Sherwood Staff during the Term and for a 24-month period after the Term. For such purposes such terms "offer" or "solicit" are used in their broadest and most comprehensive sense and include any form of encouragement. If the Client, or any of its respective officers, directors, employees, members, partners, managers or agents hire any of Sherwood's Staff under any circumstances whatsoever and regardless of who first approaches whom or how that is arranged, Client agrees to compensate Sherwood the sum of $50,000 for each member hired from the Sherwood Staff. This payment to Sherwood is not a penalty, but rather is an amount of liquidated damages which Client acknowledges to be reasonably equivalent to both the cost to Sherwood of replacing each of such persons and the cost saved by the Client (or such other hirer) in recruiting and training a comparable person.

9. **EXPENSES**. Sherwood shall also be reimbursed for all reasonable out-of-pocket expenses, including but not limited to, travel, copying costs, and any other costs incurred by Sherwood in the course of activities or actions required or permitted by this Agreement. The intent of the Agreement is that the compensation payable to Sherwood under Section 7 is in addition to Client paying Sherwood to acquire whatever Sherwood reasonably requires to perform the Engagement that is not provided timely by the Client. Client acknowledges that Sherwood will need to arrange at Client's expense to cover all travel, meals and lodging for the Sherwood team required to perform the contemplated services. Sherwood shall be reimbursed by Client promptly upon approval by the Bankruptcy Court. For any expense in excess of $2,5000, Sherwood shall obtain prior written approval from Client. Sherwood acknowledges and agrees that, in the event of a Bankruptcy Case, it will adhere to any restrictions on expenses imposed by the order authorizing Client to retain Sherwood in the Bankruptcy Case.

10. **INFORMATION**. Client agrees to instruct Company to supply, in a timely manner, Sherwood with such information, including documents, books and records in written and/or electronic format, as Sherwood reasonably requests in order for Sherwood to perform its responsibilities with respect to this Agreement (the "Materials"), as well as access to all relevant computer records and Company email systems and to knowledgeable officers, employees, managers, directors, members, partners, agents, and other relevant parties in interest and professionals as Sherwood may find useful to understand or evaluate the Materials and otherwise perform the contemplated or permitted activities or services in the Engagement. Client grants Sherwood discretionary authority to disclose such information about Client or Materials as Sherwood deems appropriate in order to perform its duties and responsibilities or to exercise its rights, subject to appropriate confidentiality. Confidentiality agreements may be required by Sherwood to be executed, where appropriate by such third parties with respect to such disclosures. Client agrees

[1] In the event the Company does not file the Bankruptcy Case within a sixty (60) day period after executing this Agreement, the full amount of the Consulting Fee shall be considered earned.

[2] To the extent the Company filed a Bankruptcy Case, the Success Fee shall be paid to Sherwood upon approval of the Bankruptcy Court.

that it shall at all times provide Sherwood, and any third party to whom Client has asked Sherwood to provide comments, with all material information required, to the best of its knowledge, for the Client's position to be true, complete, not misleading and fairly presented. Client agrees that, if it makes a communication to a third party in Sherwood's presence (or in a communication on which Sherwood is copied) which is incorrect, incomplete or misleading, Sherwood may disclaim any implied agreement by Sherwood with such communication. At the same time, Client acknowledges that Sherwood is not engaged (i) to perform any audits of Company or (ii) to develop opinions at a level which would enable Sherwood to make any representations or warranties about Company to any third party or (iii) otherwise to incur any risk of liability to any third party in the performance of Sherwood's Engagement.

11. GOVERNING LAW; FORUM; ARBITRATION. This Agreement and all matters related hereto shall be interpreted, governed by, and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely in such State without reference to conflicts of law, principles or principles of comity. Any controversies, claims or disputes relating to this Agreement or arising in connection with or under this Agreement or any acts, omissions or relationships contemplated or taken, occurring, or arising pursuant to or as provided in this Agreement or otherwise from or in connection with the Engagement or any acts or omissions if any party or person in the cause thereof, whether relating to or arising in breach of contract, tort, equity or other claim or dispute of any kind under any theory, shall be heard and resolved, if Client has filed for chapter 11, by the Bankruptcy Court.

12. TERMINATION. Upon five (5) days written notice either party may terminate this Agreement, except as to provisions expressly stated herein to survive termination and without prejudice to rights that have accrued as of such termination, including any rights to payment that have accrued at that time, whether absolute, contingent or inchoate, liquidated or unliquidated and however and whenever arising or asserted. Upon any termination or expiration of this Agreement, Sherwood shall be entitled to payment of all fees and other amounts accrued as a result of this Engagement (if Client has filed for chapter 11, upon approval by the Bankruptcy Court) including those asserted after termination on account of events or matters occurring before termination, and all out-of-pocket expenses described in Paragraph 9. Paragraphs 4, 5, 7, 8, 9 -18 and 19 of this Agreement and the indemnity and the obligation to pay any fees and other amounts earned but unpaid described in Paragraph 7 or other provisions of this Agreement shall remain operative and in full force and effect regardless of any termination or expiration of this Agreement. Upon termination, Sherwood will supply Client with a list of all parties to whom it introduced client's sale [and financing] opportunity during the pendency of this Agreement. Should Client close on a Transaction with any such party within six (6) months of termination of this Agreement, then Client will pay the Success Fee to Sherwood set forth in ¶ 7. Otherwise, Sherwood will not be entitled to any compensation for a Transaction which closes after Termination. Notwithstanding any language to the contrary contained herein, Sherwood shall not be entitled to a fee under this Agreement if it materially breaches this Agreement or if it terminates this Agreement without just cause; provided, however, Sherwood may apply for a reasonable fee (including a success fee) in the event Sherwood terminates this Agreement for just cause.

13. CONFLICTS; NO REFERRAL EXPOSURE. Client acknowledges that Sherwood and its affiliates may have and may continue to have consulting and/or other relationships with parties other than Client, including creditors or equity holders of Client, pursuant to which Sherwood may have or acquire information of interest to Client. Sherwood shall disclose relationships with creditors or investors to the extent known to Sherwood. Client recognizes that Sherwood is being engaged hereunder to provide the services described above only to Client, and Sherwood is not directly or indirectly acting as an agent or fiduciary of, and shall have no duties or liability, whether express or implied, to the current investors or creditors of Client or any third party in connection with this Engagement, all of which are hereby expressly waived and disclaimed. No one other than Client and its advisors are authorized to rely upon the Engagement of Sherwood hereunder or any communications, statements, advice, opinions or conduct of Sherwood, and Client without Sherwood's prior written consent.

14. MUTUAL REPRESENTATIONS AND WARRANTIES. Both Client and Sherwood hereby each represent and warrant for itself that, subject to Bankruptcy Court approval (if necessary) of this Agreement (a) such party to this Agreement has full and unrestricted authority and right to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Client or Sherwood, as the case may be, shall not violate any rights of,agreements with or obligations to any third parties; (c) this Agreement shall be and is a valid and binding obligation of such party which is legally enforceable in accordance with its express terms; and (d) Client or Sherwood, as the case may be, shall not circumvent or otherwise frustrate the expressed intent or expressed provisions of this Agreement.

APART FROM THE FOREGOING, SHERWOOD MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND SHERWOOD DISCLAIMS (AND CLIENT WAIVES) ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTIES OF FITNESS OR MERCHANTABILITY OF ANY SERVICES OR ADVICE. CLIENT IS SOLELY AND EXCLUSIVELY DEALING WITH SHERWOOD, AND CLIENT AGREES THAT, EXCEPT FOR ACTS OF FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IT SHALL HAVE NO RIGHTS OR CLAIMS AGAINST ANY AFFILIATES OF SHERWOOD OR ANY OFFICER, DIRECTOR, EMPLOYEE, MEMBER, PARTNER, OR AGENT OF SHERWOOD OR ANY OF ITS AFFILIATES, NONE OF WHOM CLIENT AGREES SHALL HAVE ANY OBLIGATIONS, DUTIES OR LIABILITIES TO CLIENT IN CONNECTION WITH THIS AGREEMENT OR THE ENGAGEMENT.

15. NOTICES. Any notice from one party to the other sent and received within the United States, shall be sent (a) via first class certified mail, return receipt requested or (b) via a nationally recognized overnight courier capable of verifying delivery, marked for next business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt, (ii) the date such mail is refused, (iii) thedate such mail is returned, or (iv) five (5) days following deposit with the U.S. Postal Service. Notices sent or received outside the United States shall be sent via an internationally recognized overnight couriercapable of verifying delivery, marked for second business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt or (ii) two (2) business days following deposit with such courier. Herein, “business day” means a day on which such courier is open for business within the jurisdiction to which notice is delivered. Notices shall be in writing, addressed to the person to be noticed at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be noticed, and all applicable courier or postage fees shall be prepaid by the noticing party

If to Sherwood:

Michael A. Maidy
Sherwood Partners, Inc.
3945 Freedom Circle, Suite 560Santa
Clara, CA 95054
(650) 329-9996

If to Client:
Mike Wyse
Independent Manager
SiFi Networks America LLC
C/O The Wyse Greoup
671 Headquarters Plaza
West Tower, Floor 6
Morristown, NJ 07960

and

Cole Schotz P.C.
Attn: Daniel Geoghan
Jacob Frumkin
1325 Avenue of the Americas, Flr 19
New York, NY 10019
E-mail: dgeoghan@coleschotz.com
jfrumkin@coleschotz.com

16. COMPLETE AGREEMENT; SEVERABILITY; AMENDMENTS; ASSIGNMENT; CONSTRUCTION. This Agreement embodies the entire agreement and understanding between the parties hereto and contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations, agreements or understandings between the parties except as provided herein, whether expressed or implied, direct or indirect. This Agreement supersedes any prior communications, agreements or understandings relating to the subject matter hereof, and this Agreement may not be amended or otherwise modified or waived in any way except by a writing duly executed by both parties. No oral or implied agreements, waivers, or obligations shall be allowed to alter or affect such written provisions of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party. There shall be no third party or other beneficiaries to this Agreement except as to the signing parties and, as to the indemnities herein, the indemnitees. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly infavor or against either party hereto and shall be binding and inure to the benefit of Client, Sherwood, and their respective permitted successors and assigns. The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement and, where unenforceable or invalid provision would be enforceable or valid if requiring a lesser magnitude or degree of obligation or right, such provision shall be reduced to such extent needed to make such provision enforceable and valid. The headings in this Agreement are inserted for convenience only and shall not affect the constructionhereof.

17. FAX AND ELECTRONIC COUNTERPARTS. This Agreement may be entered into by the parties by signing anyone or more counterparts, all of which shall constitute one and the same instrument. This Agreement may be delivered to such other parties via facsimile or other electronic means. Anyparty's faxed or electronic signature shall be deemed an original and binding signature as of the date set forth above.Please indicate your acceptance of the terms of this Agreement by signing below and returning same.

18. ENFORCEMENT. The prevailing party in any dispute in connection with this Agreement or the Engagement shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

Very truly yours,

Michael Maidy
for Sherwood Partners, Inc.

APPROVED AND ACCEPTED:

SiFi Networks America, LLC

By: Michael Wyse
Its: Independent Manager

Date: 05 / 13 / 2026