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 (I) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF KCP ADVISORY
GROUP LLC TO PROVIDE A CHIEF RESTRUCTURING OFFICER AND
ADDITIONAL PERSONNEL FOR THE DEBTOR AS OF THE PETITION DATE
AND (II) APPROVING THE ENGAGEMENT AGREEMENT RELATING THERETO

PLEASE TAKE NOTICE that on June 10, 2026, the above-captioned debtor and debtor in possession (collectively, 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 (I) Authorizing the Employment and Retention of KCP Advisory Group LLC to Provide a Chief Restructuring Officer and Additional Personnel for the Debtor as of the Petition Date and (II) Approving The Engagement Agreement Relating Thereto* (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: 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.** (the "Objection Deadline") with the Bankruptcy Court, 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

[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.

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 FURTHER NOTICE OR HEARING.

Dated: June 10, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

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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 (I) AUTHORIZING THE EMPLOYMENT AND RETENTION OF KCP ADVISORY GROUP LLC TO PROVIDE A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL FOR THE DEBTOR AS OF THE PETITION DATE AND (II) APPROVING THE ENGAGEMENT AGREEMENT RELATING THERETO

SiFi Networks America, LLC, the debtor and debtor in possession in the above-captioned case (the "Debtor"), submits this application (the "Application"), pursuant to sections 105(a), 363(b), and 503(c) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), (i) authorizing the Debtor to retain and employ KCP Advisory Group LLC ("KCP") to provide the services of Jacen A. Dinoff ("Mr. Dinoff") as chief restructuring officer to the Debtor (the "CRO") and additional personnel to support the CRO ("Additional Personnel," and together with the CRO, the "Engagement Personnel"), effective as of the Petition Date (as defined below); (ii) approving the Services Agreement between the Debtor and KCP dated May 9, 2026 (the "Engagement Agreement"), attached hereto as **Exhibit B**; and (iii) granting related relief. In support of the Application, the Debtor relies upon and incorporates the *Declaration of Jacen A. Dinoff in Support of Debtor's Application for Entry of an Order (I) Authorizing the Employment*

[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.

and Retention of KCP Advisory Group LLC to Provide a Chief Restructuring Officer and Additional Personnel for the Debtor as of the Petition Date and (II) Approving the Engagement Agreement Relating Thereto (the "Dinoff Declaration"), which is attached hereto as **Exhibit C**, and 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 the United States Bankruptcy Court for the District of Delaware (the "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 Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), 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 statutory and legal predicates for the relief requested herein are sections 105(a), 363(b), and 503(c) of the Bankruptcy Code.

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").[2]

5. The Debtor continues to manage and operate its business as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. 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

7. By this Application, pursuant to 105(a), 363(b), and 503(c) of the Bankruptcy Code, the Debtor requests entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (i) authorizing the Debtor to retain and employ KCP to provide the services of Mr. Dinoff as CRO and the Additional Personnel to support the CRO, effective as of the Petition Date, (ii) approving the Engagement Agreement between the Debtor and KCP, and (iii) granting related relief. The terms and conditions of KCP's proposed retention by the Debtor are set forth in the Engagement Agreement and incorporated herein by reference.

KCP'S RETENTION

A. KCP's Qualifications.

8. In consideration of the size and complexity of the Debtor's business, the Debtor has determined that the services of an experienced CRO will substantially enhance its attempt to maximize the value of its estate. Mr. Dinoff is well qualified to step into the role of CRO and act on the Debtor's behalf given his extensive knowledge and expertise with respect to chapter 11 proceedings. As principal, founder, and chief executive officer of KCP, Mr. Dinoff has more than

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

25 years' experience of accounting, finance management and operations experience that complements his technical expertise in bankruptcy case administration and financial advisory. Mr. Dinoff is also a Certified Turnaround Professional.

9. KCP has extensive experience in dealing effectively with a full range of issues and challenges that arise in corporate restructuring and business reorganization matters. KCP's professionals specialize in interim management, turnaround consulting, financial and transactional advisory roles, business performance improvement, and forensic analysis. KCP has familiarity with bankruptcies and orderly sale processes.

10. Since KCP's engagement on May 9, 2026, the Engagement Personnel have developed an understanding of the Debtor's financial history and the industry in which the Debtor operates. Further, Mr. Dinoff has worked closely with the Debtor's management and other professionals and has become familiar with the Debtor's operations, debt structure, creditors, business, and related matters.

11. In providing prepetition services to the Debtor in connection with this matter, Mr. Dinoff took an active role in the Debtor's efforts to prepare for its chapter 11 filing and communicating with the Debtor's various constituencies. Accordingly, Mr. Dinoff has developed significant relevant experience and expertise regarding the Debtor that will assist him in providing effective and efficient services in this Chapter 11 Case. The Debtor believes that Mr. Dinoff has the skills, qualifications, and expertise necessary to continue to assist the Debtor in his role as CRO in an efficient and cost-effective manner.

B. <u>Services to be Provided</u>

12. Subject to approval by the Court, the Debtor proposes to retain KCP to provide the services of Mr. Dinoff as the CRO and to provide the Additional Personnel on the terms and

conditions set forth in the Engagement Agreement, except as otherwise explicitly set forth herein or in any order granting this Application.

13. Generally, the CRO and the Additional Personnel shall perform activities and services to assist the Debtor through the bankruptcy process. Working collaboratively with the Debtor's other professionals, the CRO will assist the Debtor in evaluating and implementing strategic and tactical options. Under the Engagement Agreement, the Debtor has requested that KCP (i) supply Mr. Dinoff to serve as CRO during the Chapter 11 Case and (ii) provide the Additional Personnel to perform a broad range of services (the "Services") on behalf of the Debtor, including but not limited to (a) assisting the Debtor's counsel with preparing the bankruptcy petition, schedules, monthly operating reports, and other documents needed in connection with the Chapter 11 Case; (b) managing negotiations with the Debtor's lender, contract counterparties, creditors, among other constituents, and efforts to maximize value for the estate, including supporting a sale process; and (c) providing testimony in the Chapter 11 Case, as may be needed.

14. Further, under the terms of the Engagement Agreement, the Engagement Personnel will provide such restructuring support services as the CRO, KCP, and the Debtor deem appropriate and necessary in order to manage and advise the Debtor over the course of the Chapter 11 Case, as more specifically summarized below.[3] Under the terms of the Engagement Agreement, Mr. Dinoff, with the assistance of the Additional Personnel, is authorized to assist the Debtor with:

a. Ongoing operations, such as forecasting, planning, controlling, managing cash, and developing one or more business plans;

b. Preparing weekly reporting for the DIP Lender;

[3] The summaries of the Engagement Agreement contained in this Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Services Agreement, the terms of the Engagement Agreement shall control unless, otherwise explicitly set forth herein. Capitalized terms used in the summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Agreement.

c. Reviewing, analyzing and negotiating settlements with the secured lender, vendors and other creditors, and other work as necessary;

d. Confirmation and consummation of a plan of reorganization or other exit strategy in the Chapter 11 Case;

e. Establishing a deadline for the filing of proofs of claims in the Chapter 11 Case and a process for evaluating and resolving claims; and

f. Preparing and supporting any legal actions to be undertaken by the Debtor, including but not limited to, the filing of the Chapter 11 Case and testifying on behalf of the Debtor.

15. Consistent with the protocol of the Office of the U.S. Trustee applicable to the retention of personnel to assist the Debtor under section 363 of the Bankruptcy Code (the "Jay Alix Protocol"), the Engagement Personnel will not act as financial advisors retained under section 327 of the Bankruptcy Code, claims agents or claims administrators appointed pursuant to 28 U.S.C. § 156(c), or investors or acquirers in this Chapter 11 Case.

16. In accordance with the Jay Alix Protocol, the Debtor will file a motion to modify the proposed retention of KCP in the event the Debtor or KCP seek to assume additional or different executive officer positions, or to materially modify the responsibilities of the Engagement Personnel. It is often not possible for a chief restructuring officer to know the extent to which full time or part-time temporary employees will be required when beginning an engagement. Accordingly, and as further described below, KCP shall, over the course of the Chapter 11 Case, file with the Court, with copies to the U.S. Trustee, a report of staffing on the engagement for the previous month. All staffing shall be subject to review by the Court in the event an objection is filed.

17. The CRO shall report to the Debtor's independent manager, Michael Wyse. Pursuant to the Engagement Agreement, the Debtor is the only entity for which KCP shall perform the services set forth in the Engagement Agreement.

18. The functions that Mr. Dinoff and the Additional Personnel, as applicable, will provide are specialized and will not be duplicative of those provided by the Debtor's other professionals. Moreover, KCP, through the CRO and Additional Personnel, will perform only those services that are necessary during the Chapter 11 Case. The services of KCP may be terminated by either KCP or the Debtor upon ten (10) business days' written notice.

C. Professional Compensation.

19. Pursuant to the terms of the Engagement Agreement, the Debtor will compensate KCP as follows:[4]

a. Discounted Hourly Rates:

CEO/COO/CRO	$750 per person, discounted to $625 per person per hour
Senior Managing Directors	$650 per person, discounted to $585 per person per hour
Managing Directors	$500 per person, discounted to $450 per person per hour
Analysts and Associates	$175-$400 per person, per hour

b. Retainer: Prior to the Petition Date, KCP received several retainers and payments totaling $305,000. To date, $81,783.78 in fees and expenses has been applied to outstanding balances existing as of the Petition Date. The remaining $223,216.22 constitutes a security retainer (the "Retainer") for KCP's post-petition services. The Debtor does not currently owe KCP any amounts for services rendered prior to the Petition Date.

c. Reimbursement of Expenses: Out of pocket expenses (including transportation, cost of hotels, meals, research, etc.) will be billed at the actual amounts incurred upon presentation of appropriate documentation to the Debtor. Out of pocket expenses may also include reasonable legal fees incurred by KCP in connection with its performance of the Services.

20. The hourly rates set forth above are KCP's applicable hourly rates for the work of the Engagement Personnel for the services set forth in the Engagement Agreement. These hourly rates reflect discounts from KCP's normal and customary billing practices for engagements of this

[4] To the extent there is any inconsistency in connection with the summary of the principal terms of the Engagement Agreement set forth in this Application and the principal terms as set forth in the Engagement Agreement, the terms of the Engagement Agreement shall control.

complexity and magnitude. KCP revises its hourly rates periodically and KCP will provide notice of any rate increases to the Debtor, the U.S. Trustee and to any statutory committee appointed in the Chapter 11 Case (the "Committee").

21. As set forth in the Dinoff Declaration, the compensation structure described in the Engagement Agreement is reasonable, and KCP believes it is comparable to those generally charged by advisory firms of similar stature for comparable engagements, both in and out of court.

22. The hours worked, the results achieved, and the ultimate benefit to the Debtor of the work performed by Mr. Dinoff and the Additional Personnel in connection with KCP's engagement may vary, and the Debtor and KCP have taken this into account in setting the above fees.

D. Reporting Requirements

23. KCP is not being retained as a professional under section 327 of the Bankruptcy Code, but rather to provide the CRO as an ordinary course professional under section 363(b) of the Bankruptcy Code. Because KCP is not being employed as a professional under Bankruptcy Code section 327(a), KCP will not be required to submit fee applications pursuant to Bankruptcy Code sections 330 and 331. Instead, the Debtor intends that the fees and expenses incurred by KCP in completion of its services under the Engagement Agreement be treated as administrative expenses pursuant to section 503(c) of the Bankruptcy Code and paid by the Debtor on a weekly (unless otherwise agreed to by KCP and the Debtor) basis in the ordinary course of business. KCP will be entitled to be paid in full immediately upon invoicing the Debtor, but it will file with the Court and provide notice of reports of compensation and expenses monthly, or as required by any order of this Court.

24. KCP will file with the Court, and provide notice to the U.S. Trustee, counsel to the Committee (if any), and counsel to the Debtor's prepetition and DIP Lender (collectively, the

"Notice Parties"), reports of compensation earned and expenses incurred on a monthly basis (each, a "Monthly Report"), which shall (i) summarize the services provided to the Debtor, (ii) identify any Additional Personnel provided by KCP, (iii) summarize the number of hours worked by category and compensation earned by each of the Engagement Personnel, and (iv) itemize the expenses incurred. All such compensation and expenses shall be subject to review by the Court in the event an objection is filed. The Debtor believes that KCP's fees and compensation as set forth herein are reasonable and justified under the circumstances.

E. Prepetition Fees and Expenses Paid Under the Engagement Agreement.

25. Prior to the Petition Date, KCP received several retainers and payments totaling $305,000. To date, $81,783.78 in fees and expenses has been applied to outstanding balances existing as of the Petition Date. The remaining $223,216.22 constitutes a security retainer (the "Retainer") for KCP's post-petition services. The Debtor does not currently owe KCP any amounts for services rendered prior to the Petition Date. KCP is holding this Retainer as security and will apply the unused Retainer balance to its last invoice and return any unused balance to the Debtor.

26. Given the numerous issues that the CRO and Additional Personnel may be required to address in the performance of their services, KCP's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtor submits that the fee arrangements set forth herein are reasonable and justified under the circumstances.

F. Disinterestedness

27. Although the Debtor respectfully submits that the retention of KCP and Mr. Dinoff is not governed by Bankruptcy Code section 327, the Dinoff Declaration discloses, among other

things, any relationship that KCP or Mr. Dinoff has with the Debtor, its significant creditors, or other significant parties in interest known to KCP or Mr. Dinoff. If any new material facts or relationships are discovered or arise, Mr. Dinoff will provide the Court with a supplemental declaration.

28. KCP and Mr. Dinoff have informed the Debtor that, except as may be set forth in the Dinoff Declaration, they (a) have no connection with, or material adverse interest to, the Debtor, its creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee; (b) do not hold any interest adverse to the Debtor's estate; and (c) believe they are "disinterested persons" as defined by section 101(14) of the Bankruptcy Code.

29. Finally, KCP has agreed not to share with any person or firm the compensation to be paid for its services rendered in connection with this Chapter 11 Case.

G. Indemnification

30. KCP, on the one hand, and the Debtor, on the other hand, negotiated the terms and conditions of the Engagement Agreement, including the provisions regarding indemnification, at arms' length and in good faith.

31. Notwithstanding the terms of the Engagement Agreement, the Debtor will indemnify Mr. Dinoff on the same terms as provided to (and not on terms more favorable than) the Debtor's managers under its governing documents and applicable state law. Except as otherwise provided in the proposed order, there shall be no indemnification of KCP or its affiliates.

BASIS FOR RELIEF REQUESTED

32. The Debtor requests authority to retain KCP to provide the services of Mr. Dinoff as CRO and the Additional Personnel under the terms of the Engagement Agreement pursuant to section 363(b) of the Bankruptcy Code, which provides in pertinent part: "The trustee, after notice

and a hearing, may, use, sell, or lease, other than in the ordinary course of business property of the estate." Courts interpreting Bankruptcy Code section 363(b) have held that transactions should be approved pursuant to this provision when, as here, they are supported by management's sound business judgment. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *Fulton State Bankr. v. Schipper (In re Schipper)*, 933 F.2d 513,515 (7th Cir. 1991)); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063 (2d Cir. 1983); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (noting that the Third Circuit has adopted the "sound business purpose" test for section 363(b)).

33. The retention of corporate officers is proper under section 363 of the Bankruptcy Code. Courts recognize the applicability of Bankruptcy Code section 363(b) to the use of estate property to compensate individuals employed outside the ordinary course of business. *See In re First Int'l Servs. Corp.*, 25 B.R. 66, 69 (Bankr. D. Conn. 1982). Indeed, courts have relied upon Bankruptcy Code section 363(b) as the basis upon which to employ and compensate financial management services firms similar to KCP that provide professionals to serve as officers or other management-level personnel employed by the debtor. *See, e.g., In re Joann Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Mar. 4, 2025) [Docket No. 554]; *In re Tupperware Brands Corporation*, Case No. 24-12156 (BLS) (Bankr. D. Del. Nov. 18, 2024) [Docket No. 356]; *In re KL Holdco LLC*, Case No. 24-12711 (LSS) (Bankr. D. Del. Feb. 13, 2025) [Docket No. 111]; *In re Rupari Holding Corp.*, Case No. 17-10793 (KJC) (Bankr. D. Del. Oct. 5, 2017) [Docket No. 513]. To the extent such approval is required here, it should be granted for the reasons set forth above.

34. The Debtor has determined, in the exercise of its business judgment, that the fee structure set forth in the Engagement Agreement appropriately reflects the nature of the services

to be provided by KCP and Mr. Dinoff, contains reasonable terms and conditions of employment, and should be approved under section 363 of the Bankruptcy Code.

35. Based upon the foregoing, the Debtor submits that the retention of KCP and the designation of Mr. Dinoff as CRO on the terms set forth herein and in the Engagement Agreement are essential, appropriate, and in the best interests of the Debtor's estate, its creditors, and other parties in interest and should be granted in this Chapter 11 Case.

NOTICE

36. Notice of this Motion 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 no other or further notice is required under the circumstances.

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WHEREFORE, the Debtor respectfully requests that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, (i) authorizing the Debtor to retain and employ KCP to provide the services of Mr. Dinoff as CRO and the Additional Personnel to support the CRO, effective as of the Petition Date, (ii) approving the Engagement Agreement between the Debtor and KCP, and (iii) granting such other relief as the Court deems appropriate.

Dated: June 10, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

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Proposed Counsel for Debtor and
Debtor in Possession

Exhibit A

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 GRANTING DEBTOR'S APPLICATION FOR AN ORDER AUTHORIZING (I) THE EMPLOYMENT AND RETENTION OF KCP ADVISORY GROUP LLC TO PROVIDE A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL FOR THE DEBTOR AS OF THE PETITION DATE AND (II) APPROVING THE ENGAGEMENT AGREEMENT RELATING THERETO

Upon consideration of the application (the "Application")[2] of the above-captioned debtor and debtor in possession (the "Debtor"), for entry of an order (the "Order") (i) authorizing the Debtor to retain and employ KCP to provide the services of Jacen A. Dinoff as CRO to the Debtor and Additional Personnel to support the CRO, effective as of the Petition Date, (ii) approving the Engagement Agreement between the Debtor and KCP annexed thereto as **Exhibit B**, and (iii) granting related relief; and upon the Dinoff Declaration annexed thereto as **Exhibit C**; and the United States District Court for the District of Delaware having jurisdiction to consider this Application 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; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that

[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] All capitalized terms used but otherwise not defined herein shall have the meaning set forth in the Application.

venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; 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 this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is GRANTED as of the Petition Date.

2. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtor is authorized to retain and employ KCP to provide Mr. Dinoff to serve as the Debtor's CRO and certain Additional Personnel to support the CRO, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Agreement, subject to the following terms, which apply notwithstanding anything in the Engagement Agreement, the Application, or any exhibits or attachments related thereto to the contrary:

a. KCP shall not act in any other capacity (for example, and without limitation, as an investment banker, claims agent/claims administrator, or investor/acquirer) in connection with this Chapter 11 Case.

b. In the event that the Debtor seeks to have KCP personnel assume executive officer positions that are different than the positions disclosed in the Application, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

c. KCP shall file with the Court and provide notice to the U.S. Trustee, counsel to the Debtor's prepetition and DIP Lender, and the Committee, if any, reports of compensation earned and expenses incurred on a monthly basis. Such reports shall contain summary charts which describe the services provided, identify the compensation earned by Mr. Dinoff and itemize the expenses incurred. Time records shall (i) be appended to the reports, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 1/10 hour increments and the corresponding charge (time multiplied by hourly rate) for each task; where personnel are providing services at a "flat" rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed.

d. Objections or responses to the Monthly Reports shall be filed and served within 14 days of filing of the Monthly Reports.

e. No principal, employee, or independent contractor of KCP and its affiliates shall serve as a director of the Debtor during the pendency of this Chapter 11 Case.

f. For a period of three years after the conclusion of the engagement, neither KCP nor any of its affiliates shall make any investments in the Debtor or the reorganized Debtor.

g. KCP shall disclose any and all facts that may have a bearing on whether KCP, its affiliates, and/or any individuals working on the engagement have any interest materially adverse to the interest 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 any other reason. The obligation to disclose identified in this subparagraph is a continuing obligation.

h. KCP shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtor's other retained professionals in this Chapter 11 Case.

i. The Debtor is permitted to indemnify Mr. Dinoff and other KCP professionals on the same terms as provided to (and not on terms more favorable than) the Debtor's managers under its governing documents and applicable state law.

j. Except as set forth in subparagraph (i), there shall be no indemnification of KCP or its affiliates.

3. During the course of this Chapter 11 Case, any limitation of liability provisions in the Engagement Agreement not consistent with this Order shall have no force or effect.

4. Notwithstanding anything to the contrary in the Engagement Agreement or the Application or any exhibits related thereto, during the course of this Chapter 11 Case, Jacen A. Dinoff shall have whatever fiduciary duty to the Debtor that is imposed upon him by applicable law.

5. The Engagement Agreement (attached to the Application as **Exhibit B**) is hereby approved, as modified by this Order.

6. To the extent there is any inconsistency between the terms of the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern.

7. All compensation and reimbursement due to, and other rights of, KCP and Mr. Dinoff in accordance with the Engagement Agreement, as modified by this Order, including, without limitation, the indemnification obligations, shall be treated and allowed (subject to the compensation review procedures identified herein) as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the Engagement Agreement.

8. KCP shall apply the remaining retainer it is holding to the final invoice it issues to the Debtor and if any retainer remains thereafter, KCP shall return the balance to the Debtor.

9. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order, including, without limitation, paying KCP in accordance with the Engagement Agreement.

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

Exhibit B

Engagement Agreement

KCP advisory group

SERVICES AGREEMENT

THIS SERVICES AGREEMENT dated as of May 9, 2026 (this "Agreement"), by and between SiFi Networks America LLC ("the Company") and KCP Advisory Group LLC ("KCP").

WHEREAS, the Company desires to engage KCP to provide CRO (see section 1 below) services subject to and on the terms and conditions hereinafter set forth (collectively, and as described in more detail in Section 2, the "Services"); and

WHEREAS, KCP has agreed to provide such Services subject to and on such terms and conditions described below.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement and Scope: The Company hereby engages KCP, and KCP hereby agrees to serve the Company, by providing a Chief Restructuring Officer ("CRO") and to provide the services described in Section 2 hereof (the "Engagement"). KCP will provide Jacen Dinoff to serve as CRO, supported and assisted by other KCP consultants and personnel as required. Reporting to, and as directed by, the Company's independent manager or CEO (as applicable), Mr. Dinoff will assist the Company and its management by performing the typical duties associated with a CRO, which shall include, but not be limited to, taking any and all actions that are necessary, advisable or appropriate as an officer of the Company to assist them with (1) their ongoing operations (forecasting, planning, controlling, and otherwise managing cash, developing one or more business plans, assisting in review, analysis and negotiations for settlements with secured lenders, vendors and other creditors and parties in interest in a Bankruptcy Case (as defined herein), and other work as necessary); (2) filing, compliance, and administration of any case(s) commenced by the Company under chapter 11 of the U.S. Bankruptcy Code (the "Bankruptcy Case"); (3) any process for the sale of any or all of the assets of the Company; (4) confirming and consummation of a plan of reorganization or liquidation in the Bankruptcy Case; (5) establishing a deadline for the filing of proofs of claims in the Bankruptcy Case and a process for evaluating and resolving claims; (6) preparing and supporting any legal actions to be undertaken or defended by the Company, including but not limited to, the filing of the Bankruptcy Case and testifying on behalf of the Company; and (7) accomplishing the Company's overall goals of promptly and efficiently confirming and consummating its plan of reorganization or liquidation in the Bankruptcy Case. In particular, without limiting the foregoing, (a) KCP shall assist the Company's counsel with preparing the bankruptcy petitions, schedules of assets and liabilities, statements of financial affairs, monthly operating reports, and other documents, reports and pleadings needed in connection with the Bankruptcy Cases, and (b) shall (i) manage negotiations with the Company's lenders, contract counterparties, warehouse landlords, interested bidders, creditors, among other constituents, and efforts to maximize value for the estates, including supporting a sale process, and (ii) provide testimony in the Bankruptcy Case, as may be needed.

2. Term: The term of this Agreement (the "Term") shall commence as of the date of this Agreement and shall continue until the Engagement is completed unless canceled with or without cause by either party on ten (10) business days prior written notice, in which event all compensation and expenses owing to KCP pursuant to Sections 3 and 4 below shall be immediately due and payable. Notwithstanding the foregoing, this Agreement shall expire no later than the first anniversary hereof, unless further extended by mutual written agreement by the parties.

3. Compensation: For providing the consulting services as outlined in Section 1 above, the Company shall pay KCP at the following discounted hourly rates:

CEO/COO/CRO:	$750 per person, discounted to $625 per person per hour
Senior Managing Directors:	$650 per person, discounted to $585 per person per hour
Managing Directors:	$500 per person, discounted to $450 per person per hour
Analysts and Associates	$175-$400 per person, per hour

KCP has received a retainer from the Company of $175,000 upon the execution of this Agreement to be applied against unpaid fees and expenses, if any. Any unused portion of the retainer shall be promptly returned to the Company at the completion of KCP's services under this Agreement.

4. **Expenses**: KCP shall be entitled to reimbursement for all reasonable out of pocket expenses incurred by it in the performance of its duties hereunder (the "Expenses") upon presentation of appropriate documentation to the Company. The Expenses shall include, but not be limited to, transportation of any of KCP personnel (subject to adherence to the Company's existing travel policies), employees or associates on business related to the Engagement, cost of hotels, meals, research, etc. Such Expenses shall also include, but not be limited to, all reasonable out of pocket legal fees incurred by KCP in connection with the performance of the Engagement.

5. **Indemnification**: The Company shall indemnify KCP, its shareholders, directors, officers, employees, and agents (together, the "KCP Parties") from and against any and all claims, liabilities, losses, costs, damages or expenses (including reasonable attorneys' fees) asserted against, or incurred by KCP or any such shareholder, director, officer, employee, or agent by reason of, or arising out of this Agreement or performance under this Agreement, except that the Company shall have no obligation to indemnify any KCP Party, or provide contribution or reimbursement to any KCP Party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such KCP Party's gross negligence, willful misconduct, fraud, breach of fiduciary duty, if any, or bad faith or self-dealing; or (ii) settled prior to a judicial determination as to such KCP Party's gross negligence, willful misconduct, breach of fiduciary duty, if any, or bad faith or self-dealing but determined by this Court after notice and hearing to be a claim or expense for which such KCP Party should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter.

6. Proprietary Work Product and Confidential Company Information: Any work product including, without limitation, any information, advice, recommendations or other content of any reports, presentations or other communications produced by KCP, written or oral, will be solely for the information and use of the Company and treated as confidential and may not be disclosed in any manner to any other person without KCP's prior written approval. The Company acknowledges and agrees that any advice, information, or work product provided to the Company by KCP is for the Company's sole benefit and KCP does not authorize any other party to rely upon such advice, recommendations, information, or work product and any such reliance shall be at such party's sole risk.

7. Client Cooperation; Reliance on Client's Information: The Company acknowledges and agrees that the ability of KCP to perform the Engagement requires the full cooperation and assistance of the Company and its personnel. Accordingly, the Company covenants and agrees to furnish to KCP all information, documents and other materials reasonably requested by KCP and to make available to KCP for meetings, conference calls and otherwise all personnel designated by KCP to enable KCP to receive on a timely basis, in writing and verbally, all information reasonably requested by KCP related to the Engagement under this Agreement. The Company acknowledges and agrees that KCP, in performance of the Engagement, will be relying on the truth, completeness and accuracy of the written documentation delivered and the verbal communications made by the Company and its representatives to KCP in connection with all matters relating to the Engagement.

8. Conflicts of Interest: Nothing contained in this Agreement or otherwise, shall diminish or impair the right of KCP to accept engagements, directly or indirectly, from the Company's lender(s) or other professionals or other third parties provided such engagements do not involve the relationship of the lender(s), other professionals or other third parties to the Company.

9. Limitation on Liability: If KCP fails to perform its obligations under or is otherwise in breach of or default under this Agreement, the maximum liability of KCP in respect thereof shall be limited to an amount equal to the aggregate of all fees actually paid to KCP pursuant to this Agreement, provided that such limitation shall not apply in any case involving the gross negligence, willful misconduct or fraud of any KCP Party.

10. Representations: Each party represents and warrants to the other that: (a) it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement has been fully and duly authorized by all necessary action and has been duly executed and delivered by it, and (c) constitutes a valid and binding agreement enforceable against it in accordance with its terms.

11. Notices: All notices, requests, demands and other communications provided for by this Agreement shall be in writing addressed to the parties at the address for such party first set forth above, and shall be transmitted by either email, personal or overnight courier delivery or by certified mail. All notices, etc. shall be deemed given when received by the party to whom it is addressed.

12. Successors and Assigns: This Agreement shall inure to the benefit of, and be binding upon, each of the Company and KCP and their respective successors and assigns. Neither party may assign its rights and/or obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

13. Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to principles of conflicts of law. Any action arising from or related in any way to the Agreement shall be brought only in the federal or state courts located in New York.

14. Amendments: No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure by any party therefrom shall be effective unless in writing signed by the parties hereto, and, in any event, shall be effective only in the specific instance and for the specific purpose for which given.

15. No Waiver; Cumulative Remedies: No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude the exercise of any other right, power or remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

16. Headings: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

17. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Waiver of Jury Trial: Each of the parties to this Agreement hereby waives its right to a jury trial with respect to any claim, action, suit or proceeding made or brought by one of the parties against the others in connection with or arising under this Agreement.

19. Publication: Upon completion of this engagement and upon the prior written consent of the Company, KCP may, at its expense, place an announcement in such newspapers, periodicals, electronic publications and other print as KCP may choose stating that KCP has acted as a consultant for the Company in connection therewith.

20. Independent Contractor Relationship: The Company and KCP acknowledge and agree that KCP is an independent contractor and is not and shall not be considered an agent, distributor, tax, accounting, or legal advisor, representative, or fiduciary of the Company, the creditors of the Company, or the shareholders of the Company, and the Company agrees to that it shall not make, and hereby waives, any claim based on an assertion of such an agency or fiduciary relationship.

21. Non-Solicitation: During the term of this Agreement and for a period of one-year following the expiration or earlier termination of this Agreement, the Company will not (A) solicit or cause to be solicited any employee, agent or representative of KCP with whom the Company, has had contact, or who became known to the Company, during KCP's provision of services; or (B) hire or cause to be hired any employee, agent or representative of KCP, with whom the Company, has had contact, or who became known to the Company, during KCP's provision of services and who was, within twelve (12) months of such proposed hiring, an employee, agent or representative of KCP.

SiFi Networks America LLC

By: ______________________

Name: Mike Wyse
Title: Independent Manager

KCP Advisory Group LLC

By: Jacen A. Dinoff

Jacen Dinoff
Chief Executive Officer

Exhibit C

Dinoff 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 JACEN A. DINOFF
IN SUPPORT OF DEBTOR'S APPLICATION FOR
AN ORDER AUTHORIZING (I) THE EMPLOYMENT
AND RETENTION OF KCP ADVISORY GROUP LLC
TO PROVIDE A CHIEF RESTRUCTURING OFFICER AND
ADDITIONAL PERSONNEL FOR THE DEBTOR AS OF THE PETITION DATE
AND (II) APPROVING THE ENGAGEMENT AGREEMENT RELATING THERETO

I, Jacen A. Dinoff, hereby declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury that the following is true to the best of knowledge, information, and belief:

1. I am the Chief Executive Officer of KCP Advisory Group LLC ("KCP"). I have worked at KCP since 2015. As part of my duties with KCP, I serve as the Chief Restructuring Officer ("CRO") for SiFi Networks America, LLC (the "Debtor"), a limited liability company incorporated under the laws of Delaware. I have served in this capacity for Debtor since May 9, 2026, and I am familiar with the Debtor's business and financial affairs.

2. This Declaration is made in support of the Debtor's application for an order (the "Application")[2] (i) authorizing the Debtor to retain and employ KCP to provide the services of Jacen A. Dinoff as CRO to the Debtor and Additional Personnel to support the CRO, effective as

[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 defined in this declaration have the meaning ascribed to them in the Application.

of the Petition Date, (ii) approving the Engagement Agreement between the Debtor and KCP annexed thereto as **Exhibit B**, and (iii) granting related relief.

3. To the extent any information disclosed herein requires amendment or modification upon KCP's completion of further review or as additional party in interest information becomes available, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

QUALIFICATIONS

4. I have extensive experience and knowledge with respect to consulting and providing expert analysis in commercial restructuring and litigation matters. I have provided services to commercial restructuring business clients in federal, state and bankruptcy courts in several states, as well as Washington D.C. and Puerto Rico.

5. Specifically, I have extensive experience in the field of turnaround consulting, valuation, operational due diligence, and financial and operational restructuring in business cases filed under chapter 11 of the Bankruptcy Code. I have more than 25 years' experience of accounting, finance management, and operations experience, and I am a Certified Turnaround Professional. Accordingly, I am well-qualified to advise the Debtor and its legal counsel in a cost-effective, efficient, and timely manner, and these services are essential to the Debtor's reorganization.

6. KCP has extensive experience in dealing effectively with a full range of issues and challenges that arise in corporate restructuring and business reorganization. KCP's professionals specialize in interim management, turnaround consulting, financial and transactional advisory, business performance improvement, and forensic analysis; as well as with bankruptcy and sale processes within bankruptcy proceedings. KCP's services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including developing or

validating forecasts, business plans and related assessments of a business's strategic position; monitoring and managing cash, cash flow and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages.

7. I have significant qualifications and experience in providing the services contemplated herein. I have served troubled companies, debtors, secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements similar to the Debtor. I have experience working on cases with similar fact scenarios in which my clients were presented with issues and performed analyses similar to the work at hand in this Chapter 11 Case.

8. On May 9, 2026, on the basis of the qualifications of KCP, the Debtor engaged KCP to provide my services as CRO. In this capacity, I have developed an in-depth understanding of the Debtor's financial history and the industry in which the Debtor operates. Since May 9, 2026, I have worked closely with the Debtor's management and other professionals and have become familiar with the Debtor's operations, debt structure, creditors, business, and related matters.

9. In providing prepetition services to the Debtor in connection with these matters, I have taken an active role in the Debtor's efforts to prepare for its chapter 11 filing and communicated with the Debtor's various constituencies. Accordingly, I have developed significant relevant experience and expertise regarding the Debtor that will assist in providing effective and efficient services in this Chapter 11 Case.

SERVICES TO BE PROVIDED

10. In my capacity as CRO, subject to Court approval, I would plan to perform customary CRO duties, with the assistance of the additional personnel, as set forth in more detail in the Application and the Engagement Agreement. The Engagement Personnel will not act as

financial advisors retained under section 327 of the Bankruptcy Code, claims agents or claims administrators appointed pursuant to 28 U.S.C. § 156(c), or investors or acquirers in this Chapter 11 Case. The services of KCP will not be duplicative of those provided by the Debtor's other professionals.

PROFESSIONAL COMPENSATION

11. Pursuant to the terms of the Engagement Agreement, my time will be billed to the Debtor based on the actual hours worked at a rate of $625.00 per hour.[3] Additional Personnel will be compensated by the Debtor as follows:

CEO/COO/CRO	$750 per person, discounted to $625 per person per hour
Senior Managing Directors	$650 per person, discounted to $585 per person per hour
Managing Directors	$500 per person, discounted to $450 per person per hour
Analysts and Associates	$175-$400 per person, per hour

12. In addition to compensation for services rendered by KCP's professionals, KCP will seek reimbursement for reasonable and necessary out of pocket expenses (including transportation, cost of hotels, meals, research, etc.), which will be billed at the actual amounts incurred upon presentation of appropriate documentation to the Debtor. Out of pocket expenses may also include reasonable legal fees incurred by KCP in connection with its performance of the Services.

13. Prior to the Petition Date, KCP received several retainers and payments totaling $305,000. To date, $81,783.78 in fees and expenses has been applied to outstanding balances existing as of the Petition Date. The remaining $223,216.22 constitutes a security retainer (the "Retainer") for KCP's post-petition services. The Debtor does not currently owe KCP any

[3] To the extent there is any inconsistency in connection with the summary of the principal terms of the Engagement Agreement set forth in this Application and the principal terms as set forth in the Engagement Agreement, the terms of the Engagement Agreement shall control.

amounts for services rendered prior to the Petition Date. KCP is holding this Retainer as security and will apply the unused Retainer balance to its last invoice and return any unused balance to the Debtor.

14. Given the numerous issues a CRO may be required to address in the performance of his services, KCP's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, KCP submits that the fee arrangements set forth herein are reasonable and justified under the circumstances.

DISINTERESTEDNESS

15. I understand that the elements of section 327 of the Bankruptcy Code and Bankruptcy Rule 2014 are not necessary or relevant in connection with KCP's and my employment, which is being made under section 363 of the Bankruptcy Code. Nevertheless, in connection with the proposed employment and retention of KCP by the Debtor, KCP conducted a conflict review process to determine whether it had any conflicts or other relationships that might cause it to hold or represent an interest adverse to the Debtor. Specifically, to check and clear potential conflicts of interest in this Chapter 11 Case, KCP reviewed its client relationships to determine whether it had any relationships with the parties in interest listed on Schedule 1 attached hereto, which was provided to KCP by the Debtor (collectively, the "Potentially Interested Parties").

16. As part of its diverse practice, KCP appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in this Chapter 11 Case. Further, KCP has in the past, and may in the future, be represented by several attorneys and law firms, some of whom may be involved in this Chapter 11 Case. In addition, KCP has been in the

past, and likely will be in the future, engaged in matters unrelated to the Debtor or this Chapter 11 Case in which it works with or against other professionals involved in this case. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relations constitute interests adverse to the Debtor.

17. KCP has many clients, past and present, that could themselves (or their creditors, equity holders and/or related professionals) have relationships to the Potentially Interested Parties listed on Schedule 1. KCP and/or its personnel may use regular commercial products and services made available in the ordinary course of business by one or more of the Potentially Interested Parties and/or its affiliate.

18. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor any of KCP's professional employees (a) have any connection with the Debtor, its creditors, the U.S. Trustee, any other Potentially Interested Parties in this Chapter 11 Case, or its respective attorneys or accountants, or (b) are related or connected to any United States Bankruptcy Judge for the District of Delaware, any of the District Judges for the District of Delaware who handle bankruptcy cases, the U.S. Trustee, or any employee in the Office of the U.S. Trustee.

19. If KCP discovers any additional information that requires disclosure, KCP will file promptly a supplemental declaration with the Court.

20. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, KCP has not been retained to assist any entity or person other than the Debtor on matters relating to, or in direct connection with, this Chapter 11 Case, other than that in 2024 I was contacted by Generate Capital ("Generate"), which I believe is an affiliate of certain of the Debtor's litigation counterparties, to provide support regarding an "unpaid

vendor." I was never retained by Generate and did not provide Generate with any advice. I learned only after this Chapter 11 Case was filed that the "unpaid vendor" may be the Debtor. If the Debtor is authorized by the Court to employ and retain KCP, KCP will not accept any engagement or perform any service for any entity other than the Debtor in this Chapter 11 Case. KCP will, however, continue to provide professional services to entities that may be creditors or equity security holders of the Debtor or Potentially Interested Parties in this case, provided that such services do not relate to, or have any direct connection with, this Chapter 11 Case.

21. To the best of my knowledge, information, and belief insofar as I have been able to ascertain after reasonable inquiry, KCP:

a. is not a creditor of the Debtor (including by reason of unpaid fees for prepetition services) or an equity security holder of the Debtor;

b. is not and has not been, within two years before the date of the filing of the petition, a director, officer, or an employee of the Debtor; and

c. does not have 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 any other reason.

22. No agreement currently exists to share with any other person or firm any compensation received by KCP for its services in this case.

23. No promises have been received by KCP, or by any employee thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

INDEMNIFICATION

24. KCP, on the one hand, and the Debtor, on the other hand, negotiated the terms and conditions of the Engagement Agreement, including the provisions regarding indemnification, at arms' length and in good faith. I believe that the indemnification language set forth in the

Engagement Agreement is customary and reasonable for similar engagements in chapter 11 case and reflects the qualifications and limitations on indemnification provisions that are customary.

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

Wilmington, Delaware
Date: June 10, 2026

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

Schedule 1

Parties In Interest List

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

Critical Vendors
123.Net, Inc.
Alcatel-Lucent USA Inc.
CenturyLink Communications, LLC d/b/a Lumen Technologies Group
CoreSite, L.L.C.
CoreSite 1275 K Street, L.L.C.
CoreSite 32 Avenue of the Americas, L.L.C.
CoreSite Denver, L.L.C.
CoreSite One Wilshire, L.L.C.
CoreSite Real Estate 55 S. Market Street, L.L.C.
CoreSite Real Estate 12100 Sunrise Valley Drive, L.L.C.
CoreSite Real Estate 70 Innerbelt, L.L.C.
CoreSite Real Estate 427 S. LaSalle, L.L.C.
CoreSite Real Estate 2 Emerson Lane, L.L.C.
CoreSite Real Estate 2115 NW 22nd Street, L.L.C.
CoreSite Real Estate Sunrise Technology Park, L.L.C.
CoreSite Real Estate 2972 Stender, L.P.
CoreSite Real Estate 1656 McCarthy, L.P.
CoreSite Real Estate 3032 Coronado, L.P.
CoreSite Real Estate 900 N. Alameda, L.P.
Crown Castle Fiber LLC f/k/a Lightower Fiber Networks II, LLC
OneNeck IT Solutions LLC d/b/a OneNeck IT Solutions
Phoenix MSA Holdings, LLC d/b/a Evoque Data Center Solutions
Specialist Network Operations Ltd. f/k/a SNO
TierPoint, LLC
Windstream KDL, LLC
Windstream Services, LLC
Zayo Group LLC
Concord Worldwide Inc.
Salesforce.com, Inc
Specialist Network Operations Ltd.
Computer Methods International Corp. d/b/a CMiC
CoreSite Real Estate LA2 & LA3, L.P.
Centersquare
Uniti
Level 3 Communications, LLC
Lumen Technologies Colocation Hong Kong Limited
ROK Technologies, LLC

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
McGriff, a Marsh & McLennan Agency LLC

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 Providers
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

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
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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