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

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

DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF SHANNON LEE BEATTY LLP AS BANKRUPTCY CO-COUNSEL FOR THE DEBTORS EFFECTIVE AS OF JULY 2, 2026

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT HTTPS://ECF.TXSB.USCOURTS.GOV/ WITHIN TWENTY-ONE DAYS FROM THE DATE THIS APPLICATION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK WITHIN TWENTY-ONE DAYS FROM THE DATE THIS APPLICATION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

SynergenX Legacy Holdings, LLC ("**SynergenX Legacy**") and certain of its subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, "**SynergenX**" or the "**Debtors**"), hereby file this application (the "**Application**") seeking an order, substantially in the form of the proposed order attached hereto (the "**Proposed Order**"), authorizing the Debtors to employ Shannon Lee Beatty LLP ("**SLB**") as bankruptcy co-counsel for the Debtors effective as of July 2, 2026 pursuant to the engagement letter attached hereto as **Exhibit A** (the "**Engagement Letter**"). In support of this Application, the Debtors submit the

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

declaration of R. J. Shannon attached hereto as **Exhibit B** (the "**Shannon Declaration**") and respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

2. The statutory and other bases for the relief requested herein are sections 327(a), 329(a), 330, 331, and 1107 of title 11 of the United States Code, (as amended, the "**Bankruptcy Code**"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2014-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Bankruptcy Local Rules**"), and the *Procedures for Complex Cases in the Southern District of Texas* (the "**Complex Case Procedures**").

3. The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

A. Case Background

4. On July 2, 2026 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code with the clerk of the Court, initiating these chapter 11 cases (the "**Chapter 11 Cases**").

5. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the

appointment of a trustee or an examiner has been made in these Chapter 11 Cases. No official committee of unsecured creditors has yet been appointed.

B. The Debtors' Business and Operations

6. The Debtors provide a comprehensive suite of management and support services, via contract, to certain medical practices that specialize in hormone optimization, wellness, weight loss, and preventative care. Core service offerings for the managed medical practice groups include: (i) testosterone replacement therapy (injectable and pellet-based); (ii) female hormone therapy; (iii) weight loss programs (including GLP-1 and related therapies); (iv) telemedicine and remote patient management; (v) laboratory testing and diagnostics; and (vi) supplements and ancillary wellness services. In support of these managed medical groups, Debtors operate a geographically diversified network of clinic facilities across the United States, with 21 SynergenX clinics, 38 Low T Centers, and 5 HerKare clinics, which Debtors provide, under contract to the medical practice groups to treat their patients. The Debtors have a presence in 10 states, and key markets include Texas, Colorado, Illinois, Tennessee, Indiana, and North Carolina.

7. A detailed background regarding the Debtors' business and the circumstances leading to the Chapter 11 Cases is set forth in the *Declaration of Wayne Wilson, CEO of the Debtors in Support of Petitions and First Day Motions* [ECF No. 9] (the "**First Day Declaration**").

C. Proposed Employment of SLB

i. Scope of employment

8. Subject to the Court's approval, SLB will serve as bankruptcy co-counsel along with Frank J. Wright PLLC ("**Wright PLLC**").[2] Wright PLLC will serve as lead counsel with SLB providing additional manpower and addressing particular issues delegated by lead counsel or

[2] The Debtors are seeking approval of Wright PLLC's employment through a separate application.

the Debtors so that Wright PLLC can focus on directing the case and addressing critical restructuring objectives. While the Debtors seek authority to engage SLB to provide all services necessary or appropriate to assist the Debtors in fulfilling their duties under the Bankruptcy Code, the clear delineation between SLB and Wright PLLC will prevent unnecessary duplication of services among the firms.

ii. Necessity of Employment

9. The Debtors require the assistance of counsel specializing in bankruptcy to administer these Chapter 11 Cases. Because the Debtors are corporate entities, they cannot continue in their respective cases absent representation by an attorney. The Debtors believe that Wright PLLC, which has substantial familiarity with the Debtors and the issues they seek to address through these Chapter 11 cases, is ideal for that role. Because Wright PLLC only has two attorneys, however, additional counsel is necessary to assist Wright PLLC in addressing expeditiously the myriad issues that will arise in these Chapter 11 Cases.

iii. Reasons for Selection

10. The Debtors believe that SLB is well-qualified and able to represent the Debtors in these Chapter 11 Cases. The Debtors selected SLB because of the extensive experience and knowledge of the firm's attorneys in chapter 11 cases, SLB's experience practicing before bankruptcy courts in the Southern District of Texas, and ability to assist Wright PLLC in its role as lead counsel. Further, SLB will be able to provide these services at a lower cost than other firms with similarly skilled professionals.

iv. Proposed Compensation and Reimbursement

11. SLB will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy

Rules, the Bankruptcy Local Rules, and any orders of this Court in these Chapter 11 Cases. Any compensation or reimbursement of expenses will be pursuant to Bankruptcy Code §§ 330 and 331.

12. Subject to applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court, the Debtors propose to compensate SLB as set out in the Engagement Letter at its standard hourly rates. The rates that SLB charges for services provided by its attorneys and paraprofessionals in complex bankruptcy and restructuring matters, and at which SLB will seek compensation in these chapter 11 cases, are summarized in the following table:

BILLER	HOURLY RATE
Kyung S. Lee	$1,000
Sean T. Wilson	$900
R. J. Shannon	$750
Ella Cornwall	$350
Austin Niemtschk	$300
Non-Lawyer Professionals	$100 – $150

SLB will provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and any creditors' committee appointed in connection with any increase of SLB's hourly rates while these Chapter 11 Cases are pending.

13. The Debtors understand that it is SLB's customary policy to charge its clients in all areas of practice for certain expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses (including mileage, parking, airfare, lodging and meals), filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working meals," and fax charges.

14. SLB has neither shared nor agreed to share (a) any compensation SLB has received or may receive with another party or person, other than with the attorneys associated with SLB, or (b) any compensation any other person or party has received or may receive. SLB does not have any other agreement for compensation in connection with these Chapter 11 Cases.

15. The Debtors believe that SLB's agreed terms of reimbursement, compensation, and hourly rates are reasonable and consistent with or lower than for services for comparably skilled attorneys. They therefore believe that employment of SLB to serve as co-counsel under these terms is in the best interests of their estates.

v. Prepetition Retainer & Compensation Paid

16. On or about July 1, 2026, SLB received a single retainer payment in the amount of $100,000 from the Debtors (the "**Retainer**"). Prior to the filing of these Chapter 11 Cases, SLB applied a portion of the Retainer to satisfy the outstanding fees incurred from the preparation of the bankruptcy filing. The Debtors did not owe any amounts to SLB as of the filing of their petitions for chapter 11 relief. SLB has received no other payments from the Debtors or any other party in interest in connection with these Chapter 11 Cases.

17. SLB currently holds $73,930 of the Retainer (the "**Remaining Retainer**") in its client trust account. SLB will hold such Remaining Retainer in its trust account until further order of the Court.

vi. Connections & Disinterestedness

18. The Shannon Declaration describes the inquiry SLB conducted into the potential connections to parties in interest in these Chapter 11 Cases and the connections thus uncovered. To the best of the Debtors' knowledge, and except as otherwise disclosed in the Shannon Declaration, SLB and its partners and associate attorneys: (a) do not have any connection with the Debtors, their affiliates, their creditors, any other party in interest, the U.S. Trustee or any person

employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors' estates.

19. The Debtors understand that SLB will continue to conduct periodic connection searches to determine whether it is performing or has performed services for any significant parties in interest in these Chapter 11 Cases and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a) to disclose any material developments regarding the Debtors or any other pertinent relationships that come to SLB's attention.

RELIEF REQUESTED

20. The Debtors seek entry of an order, substantially in the form of the Proposed Order, authorizing the employment and retention of SLB as bankruptcy co-counsel for the Debtors effective as of July 2, 2026, in accordance with and pursuant to the terms and conditions of the Engagement Letter, which is incorporated herein by reference.

BASIS FOR RELIEF

21. Subject to bankruptcy court approval, Bankruptcy Code §§ 327(a) and 1107 authorize a debtor-in-possession to "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 trustee in carrying out the trustee's duties . . . ." Bankruptcy Code § 327(c) provides that "[i]n a case under chapter 7, 12, or 11 of this title, a person is not disqualified for employment under this section solely because of such person's employment by or representation of a creditor, unless there is objection by another creditor or the United States trustee, in which case the court shall disapprove such employment if

there is an actual conflict of interest." Further, Bankruptcy Code § 1107(b) provides that a professional person is not disqualified for employment by a debtor in possession solely because of the professional's employment by or representation of the debtor before the commencement of the chapter 11 case.

22. Bankruptcy Rule 2014 governs the procedure for obtaining the entry of an order approving the employment of a professional. The order must be sought by application, which must:

> a. be filed by the trustee or committee and served on the United States Trustee (except in a case under Chapter 9 of the Bankruptcy Code);
>
> b. state the specific facts showing the necessity for the employment, the name of the person 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 person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accounts, the United States Trustee, or any person employed in the office of the United States Trustee; and
>
> c. be accompanied by a verified statement of the person to be employed setting forth the person's connections with the debtor, creditors, any party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee.

Fed. R. Bankr. P. 2014.

23. Bankruptcy Local Rule 2014-1 supplements the requirements of Bankruptcy Rule 2014. In this district, an application to employ an attorney for a debtor in possession must have statements required by Bankruptcy Rule 2016(b) and section 329(a) of the Bankruptcy Code. These statements must describe (a) the compensation agreed to be paid or paid to the debtor in connection with the case, (b) the source of the compensation, and (c) whether the attorney has shared or agreed to share the compensation with any other entity. *See* 11 U.S.C. § 329(a); Fed. R. Bankr. P. 2016(b). Bankruptcy Local Rule 2014-1 also provides that an application made within thirty (30) days of the commencement or provision of services is deemed contemporaneous.

A. SLB Meets the Requirements of Bankruptcy Code § 327(a).

24. As reflected in the Shannon Declaration, SLB neither holds nor represents a disqualifying adverse interest and is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code. SLB therefore meets the requirements of Bankruptcy Code § 327(a).

25. "The concept of an adverse interest entails that the professional possesses 'a meaningful incentive to act contrary to the best interests of the estate and its sundry creditors.'" *In re Contractor Tech., Ltd.*, 2006 U.S. Dist. LEXIS 34466, at *19 (S.D. Tex. May 30, 2006) (quoting *In re Martin*, 817 F.2d 175, 180 (1st Cir. 1987)). Several courts have reasoned that holding or representing an adverse interest means:

> (1) to possess or assert any economic interest that would tend to lessen the value of the bankruptcy estate or that would create either an actual or potential dispute in which the estate is a rival claimant; or
>
> (2) to possess a predisposition under circumstances that render such a bias against the estate.

I.G. Petroleum, L.L.C. v. Fenasci (In re W. Delta Oil Co.), 432 F.3d 347, 356 (5th Cir. 2005) (quoting *In re Roberts*, 46 B.R. 815, 827 (Bankr. D. Utah 1985), *aff'd in relevant part and rev'd and remanded in part on other grounds*, 75 B.R. 402 (D. Utah 1987)). The inquiry is whether circumstances exist that "may impair a professional's ability to offer impartial, disinterested advice to his or her client." *Id.*

26. The term "disinterested person" is defined by the Bankruptcy Code. According to Bankruptcy Code § 101(14):

> The term "disinterested person" means a person that—(A) is not a creditor, an equity security holder, or an insider; (B) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and (C) does not have an interest materially adverse to the interest of the 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.

In addition to the specific relationships with the debtor listed in the provision, a professional is not a disinterested person if the professionals has an interest materially adverse to the interest of the estate or any class of creditors or equity security holders. Courts have interpreted this language consistent with Bankruptcy Code § 327(a).

27. The Shannon Declaration describes no connections or other circumstances that amount to holding or representing an adverse interest or that render SLB not a "disinterested person." The only material connection described by the Shannon Declaration related to these Chapter 11 cases are SLB's prepetition representation of the Debtors beginning June 12, 2026. The Debtors are not aware of any connections in addition to those disclosed in the Shannon Declaration.

B. This Application and the Shannon Declaration Meet the Requirements of Bankruptcy Rule 2014.

28. This Application and the Shannon Declaration meet the requirements as set out in Bankruptcy Rule 2014. This Application is made by the Debtors and sets out the necessity for employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, and the proposed arrangement for compensation. The Shannon Declaration is a verified statement pursuant to 28 U.S.C. § 1746 that sets out all connections that SLB has with the Debtors, creditors, any other party in interest, and the Office of the U.S. Trustee. The Debtors are not aware of any connections in addition to those disclosed in the Shannon Declaration.

C. This Application and the Shannon Declaration Meet the Requirements of Bankruptcy Local Rule 2014-1.

29. This Application and the Shannon Declaration meet the requirements of Bankruptcy Local Rule 2014-1. This Application describes the compensation agreed and paid to

SLB in connection with this case. Further, the Shannon Declaration contains specific statements regarding the compensation paid and agreed to be paid to SLB in connection with this case. SLB does not have any agreement with respect to the sharing of compensation received in this case except among its partners. Further, because the Application was filed within thirty (30) days of the Petition Date, it is deemed contemporaneous with the commencement of the cases.

NOTICE

30. Notice of this Application will be given to the parties on the Debtors' Master Service List. A copy of this Application will also be available on (a) the Court's website at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' claims, noticing, and solicitation agent, Stretto Inc., https://cases.stretto.com/SynergenX.

CONCLUSION

Based on the foregoing and the Shannon Declaration, the Debtors respectfully request that the Court (a) enter the Proposed Order, substantially in the form attached hereto, approving the employment of SLB effective as of July 2, 2026; and (b) grant such other and further relief to which the Debtors may be justly entitled.

[*Remainder of Page Intentionally Left Blank*]

Dated: July 15, 2026

Respectfully submitted,

/s/Wayne Wilson
Wayne Wilson
Chief Executive Officer
SynergenX Legacy Holdings, LLC and its debtor affiliates

CERTIFICATE OF SERVICE

I hereby certify that on the date of filing, a true and correct copy of the foregoing Application was served electronically via the Court's CM/ECF notification system on all parties registered to receive electronic notice of filings in this case, including counsel for the United States Trustee.

/s/ R. J. Shannon
R. J. Shannon

EXHIBIT A

Engagement Letter

SHANNON LEE BEATTY LLP

CENTRAL SQUARE
2100 TRAVIS ST. STE 1480
HOUSTON, TX 77002
(713) 714-5770

R. J. Shannon | rshannon@shannonleellp.com | Direct: (346) 535-0515

[CONFIDENTIAL COMMUNICATION TO OBTAIN LEGAL SERVICES]

June 15, 2026

SynergenX Legacy Holdings, LLC
Attn: Wayne Wilson, CEO
11445 Compaq Center W. Dr., Ste. 800
Houston, Texas 77070

Re: Engagement Agreement

Dear Wayne:

We appreciate your selection of Shannon Lee Beatty LLP ("**SLB**" or the "**Firm**") as Co-Counsel in connection with the bankruptcy representation of SynergenX Legacy Holdings, LLC and its subsidiaries and affiliates (the "**Client**" or "**you**"), as Debtors-in Possession under Chapter 11 of the United States Bankruptcy Code. The purpose of this letter is to set forth the nature of our representation and the terms on which that representation is to be accomplished.

You have contacted this Firm with regard to engaging us to assist you in the financial restructuring of the Client through a bankruptcy reorganization procedure ("**Matter**"). We shall work with Frank J. Wright PLLC ("**Lead Counsel**") to furnish advice regarding the effect of a Chapter 11 filing, assist in settlement negotiations, if necessary, and actually file for protection under Chapter 11 and agree to represent the Clients during the course of the Chapter 11 filing; provided, however, that such representation throughout the entire Chapter 11 bankruptcy proceeding is conditioned upon our fees being funded during the course of the bankruptcy from unrestricted cash, cash collateral and/or the retainer procedure set forth below.

1. Staffing

We will be serving as co-counsel for the Matter at the direction of Lead Counsel. We will keep the Client and Lead Counsel informed of our progress and will utilize our best efforts to respond to the Client and Lead Counsel as promptly as possible. In return, the Client agrees to keep us informed of any developments that affect the Matter as soon as the Client becomes aware of them, and to be available when we need to consult with the Client.

2. Conflicts of Interest, Advance Waiver of Conflicts, and Client Identity

We have determined that there is no present conflict of interest that prevents us from working on the Matter. However, there may be instances where you ask us to represent you in a matter that involves another existing or new client of our Firm. Or, conversely, our Firm may be asked during the course of our representation of you to represent another existing or new client in a matter that involves you. In either instance, if the other client's interests and your interest interests in the matter are directly adverse, our Firm may not handle the matter without your consent.

The Firm agrees that it will not handle directly adverse matters for other clients that are substantially related to any work our Firm performs for the Client.

This consent shall also permit our Firm to represent in the future any other parties who are or become adversely involved in any matters in which our Firm represents you, provided that the matters in which our Firm represent those other parties are not substantially related to any work our Firm performs for you.

Finally, unless specifically requested by you and agreed to by our Firm, our Firm's representation does not extend to your affiliates. Accordingly, our Firm may represent other clients in matters directly adverse to those affiliates. If you request and our Firm agrees to represent an affiliate, and you agree that, the affiliate is bound by the terms set forth in this Agreement.

3. Fees and Billing

The fees and costs for the Matter are not predictable. Therefore, we cannot promise what fees or expenses will be necessary to resolve or complete the Matter. Any fees and costs we might have previously discussed are estimates only. Client also understands that the payment of our Firm's fees and costs is not contingent upon the outcome of the Matter.

a. It is agreed that you will compensate us for services, subject to the professional responsibility rules governing our practice, based on the time devoted to the Matter at the hourly rates charged by members of our Firm. Currently, the hourly rates of the attorneys who will likely work on this matter range from $300 to $1,000.00. In all such reorganization cases, such fees are also subject to formal fee applications and/or hearing before the Bankruptcy Court.

b. We will bill you for support services, such as messenger and delivery service, online research, travel, word processing, court costs, and search and filing fees. We do not bill long-distance telephone charges or for conference calls. If we arrange a video conference on your behalf, we will bill at rates established by the service provider. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect our internal costs. It is our policy to provide the most cost effective and efficient support systems available.

c. You agree that we can make arrangements to have you billed directly by third parties, or you will pay directly invoices which we receive for costs from third parties, such as costs for consultants, appraisers, court reporters, technical support, foreign attorneys, or other parties that render billable services during the Matter. If arrangements have not been made for direct billing or direct payment by you for third-party costs, you agree that we may pay these invoices on your behalf after we have first been paid by you for such costs.

d. If attorneys' fees should be awarded pursuant to any applicable federal or state statute, then any attorneys' fees awarded and collected shall be credited against the attorneys' fees incurred by you. If any fees or expenses are awarded to our Firm over and above the cash retainers, it is understood that such an award will constitute a priority claim against the Client which must be paid in full prior to any distribution to parties holding claims which are afforded a lesser status under the United States Bankruptcy Code

4. Retainer Requirements

In addition, the parties hereto have agreed that the Clients will deposit with the Firm the sum of $100,000 as a cash retainer for the fees and expenses that will be incurred by the Firm in the bankruptcy case ("**Bankruptcy Retainer**"). The Bankruptcy Retainer will be held by the Firm in trust and placed in an IOLTA account. The Bankruptcy Retainer is not an estimate of the total costs that will be incurred in the bankruptcy case, and the costs may exceed that amount. The Client hereby grants our Firm a perfected security interest in the retainer to secure the payment of all fees and expenses now owing or which may become owing to our Firm in connection with this representation. Each month, subject to Court requirements, we will draw from the Bankruptcy Retainer as our fees and expenses accrue and will provide monthly statements reflecting the charges deducted from the account. Client agrees to replenish the Bankruptcy Retainer upon request and subject to any necessary Court approvals. Upon completion of our services, any unused portion of the Bankruptcy Retainer as advanced remaining after deducting all outstanding charges for fees and expenses will be returned.

It is understood that the Firm does not guarantee the accomplishment of any result but agrees to give its best efforts on behalf of the Clients.

5. Termination of Representation

a. Either of us may terminate this Agreement at any time for any reason by written notice. The Firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, the Firm will take all reasonable and practical steps to protect the Clients' interests in the Matter and, at your request, suggest possible new counsel. We will provide new counsel with any papers the Clients have given us. If permission from the court is necessary for withdrawal, we will promptly apply for it, and the Clients will engage new counsel to represent the Clients.

b. Unless previously terminated, our representation of the Clients in the Matter will end when we send our final invoice. After the Matter ends, there might be changes in laws or regulations that might affect the Clients' future rights and liabilities, but the Firm does not have an obligation to continue to advise the Clients about future legal developments, unless the Clients engaged the Firm to do so.

6. Disposition of Files and Records

a. Following the conclusion of the Matter, we will maintain the confidentiality of any of your confidential information provided us in accordance with applicable rules of professional conduct. We will attempt to return to you any original documents provided by you, or provided by a third party, unless you provide written authorization to destroy them.

b. Our Firm has internal policies that determine the retention period for closed representation files, which include all electronic or hard copy records related to the matter. Therefore, we will retain the files pertaining to the matter, including material prepared by or for the internal use of our attorneys, for a minimum period of five (5) years following the conclusion of the matter. Therefore, if you do not request return of this file material prior to the expiration of the retention period, our Firm reserves the right to destroy it at the end of the defined retention period without further notice to you. Upon your reasonable request, our Firm will provide such portions of these file materials to you as required by the applicable rules of professional responsibility or other legal requirements. Unless applicable rules of professional responsibility require an earlier return, we may retain such file material pending receipt of payment of any outstanding fees or costs. Our Firm reserves the right to retain a copy of your representation files.

7. Communication

a. We often send to our clients' information about our Firm or legal matters we think might be of interest to them. You agree that we may send this material, either by electronic mail or other means. You also agree that we may communicate with you about this Matter by electronic mail on an unencrypted basis.

b. Either at the beginning or during representation, we might express opinions or beliefs concerning the Matter and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guarantee of results.

c. You agree that our Firm may list you on publicly disclosed lists and other materials as a client that our Firm represents.

Please confirm that the Clients' approval of this Agreement by returning a signed copy. If the Client has any questions, or if this Agreement does not accurately set forth our arrangement, please let me know. If you do not return a signed copy, but request that the Firm continue working on your behalf after receiving this Agreement, you will be deemed to have accepted and agreed to its terms.

We look forward to working with you on this Matter.

Very truly yours,

By: ______________________
R. J. Shannon

AGREED AND ACCEPTED:

SYNERGENX LEGACY HOLDINGS, LLC

By: ______________________
Wayne Wilson, Chief Executive Officer

Dated: July 2, 2026

EXHIBIT B

Shannon Declaration

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

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

DECLARATION OF R. J. SHANNON IN SUPPORT OF THE DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF SHANNON LEE BEATTY LLP AS BANKRUPTCY CO-COUNSEL FOR THE DEBTORS EFFECTIVE AS OF JULY 2, 2026

I, R. J. Shannon, hereby declare as follows:

1. I am an attorney at law duly admitted and in good standing to practice in the State of Texas and United States District Court for the Southern District of Texas. I am the managing partner of Shannon Lee Beatty LLP ("**SLB**" or the "**Firm**"), the office of which is located at 2100 Travis Street, Suite 1480, Houston, Texas 77002.

2. I am making this declaration (the "**Declaration**") in support of the Debtors' *Application for an Order Authorizing the Employment of Shannon Lee Beatty LLP as Bankruptcy Co-Counsel for the Debtors Effective as of July 2, 2026* (the "**Application**"). Unless otherwise indicated, capitalized terms used but not defined herein have the meanings ascribed to such terms in the Application.

3. Except as otherwise noted, all facts set forth in this Declaration are based upon my personal knowledge, upon the client and matter records of SLB reviewed by me, or derived from information available to me that I believe to be true and correct. If called upon to testify, I would

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

testify competently to the facts est forth in this Declaration. To the extent any information disclosed herein requires amendment or modification as additional information regarding parties in interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

4. Except as set forth herein below, to the best of my knowledge, after due inquiry, neither I nor any partner or associate of the Firm represents any party in interest, other than the Debtors, in these Chapter 11 Cases or any other matter related to these Chapter 11 Cases.

SLB'S CONNECTIONS SEARCH & DISCLOSURES

A. Seach and General Description of Connections

5. In conjunction with the Debtors' retention of SLB, I performed the following actions to determine whether SLB, or any of its attorneys, have any disclosable connections to the Debtors, equity security holders, 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:

a. First, I caused a search to be conducted of SLB's electronic files using the list of parties in interest in these chapter 11 cases (the "**Potential Parties in Interest**").[2] A copy of the list of the Potential Parties in Interest searched by SLB is attached hereto as **Schedule 1**.

b. Second, I caused an email to be sent to all SLB email account holders requesting that they review the list of Potential Parties in Interest for any connections and respond with any connection they have or of which they were aware.

[2] SLB's inclusion of any parties as Potential Parties in Interest is solely to illustrate SLB's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described therein.

6. The computerized search and email to all SLB account holders uncovered no connections other than the parties disclosed herein.

B. Disclosures of Connections

7. The connections search described above and my review of SLB's records, uncovered the following connections between SLB and the Potential Parties in Interest:

a. Debtors—SLB represented the Debtors in connection with its contemplated restructuring prior to the Petition Date. SLB consulted with the Debtors and Wright PLLC on June 12, 2026. On July 1, 2026, the Debtors funded SLB's retainer and SLB began providing substantial services to the Debtors in preparation of the filing of their petitions for chapter 11 relief.

b. Millie Aponte Sall (U.S. Trustee)—Kyung Lee, a partner at SLB, and Millie Aponte Sall, the Assistant U.S. Trustee for the Houston office of the U.S. Trustee for Region 7, were previously contemporaneously employed by the same law firm. Mr. Lee was a partner and Ms. Sall was an associate at the firm.

c. Vianey Garza (U.S. Trustee)—Sean T. Wilson, a partner at SLB, and Vianey Garza, an attorney at the Office of the U.S. Trustee for Region 7, were co-workers at Cage Hill & Niehaus LLP from approximately 2012 – 2016 and continue to be friends.

d. Frank J. Wright—Sean T. Wilson, a partner at SLB, and Frank J. Wright, a partner at Wright PLLC, were previously contemporaneously employed at Foley & Lardner LLP. Mr. Wright was a partner and Mr. Wilson was an associate at the firm.

e. Texas Comptroller—Austin Niemtschk was a law clerk at the Bankruptcy & Collections Division of the Office of the Attorney General of Texas during the summer of 2025, where he was involved in matters related to the Texas Comptroller of Public Accounts.

f. General Disclosure—Max Beatty, partner at SLB, serves as a chapter 7 trustee in the Southern District of Texas. Parties in interest in these Chapter 11 Cases may be creditors or parties in interest in matters in which Mr. Beatty serves as a trustee. Additionally, the Office of the U.S. Trustee provides oversight with respect to Mr. Beatty's activities as a chapter 7 trustee.

g. General Disclosure—SLB regularly represents clients that may be adverse to creditors or parties in interest in these Chapter 11 Cases, but only in unrelated matters.

h. General Disclosure—SLB and its attorneys are or may be subject to the taxing authorities that may have or assert claims against the Debtors.

i. General Disclosure—SLB and its attorneys are regularly in contact and have professional relationships with attorneys and other professionals who have appeared in these Chapter 11 Cases, might be expected to appear in these Chapter 11 Cases, or provide services to parties in interest related to these Chapter 11 Cases.

j. General Disclosure—SLB and its attorneys and staff have personal accounts or contractual relationships with Amazon, FedEx, JPMorgan, AT&T, or Bank of America that are unrelated to these Chapter 11 Cases. SLB and its attorneys and staff may have personal accounts or contractual relationships with other parties in interest, but only with respect to matters unrelated to these Chapter 11 Cases.

8. I believe that none of these connections reflect holding or representing an interest adverse to the estate or any class of creditors or equity security holders in this case. None of these connections give SLB a meaningful incentive to act contrary to the best interests of the Debtors' bankruptcy estates.

9. Given the large number of parties in interest in these Chapter 11 Cases and because the information on Potential Parties in Interest may have changed without SLB's knowledge and may change during the pendency of the Debtors' Chapter 11 Cases, SLB is not able to conclusively identify all relationships or potential relationships with all creditors or other parties in interest in these Chapter 11 Cases. If any new relevant facts or relationships are discovered or arise, SLB will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a).

C. Affirmative Statement of Disinterestedness

10. Based on the foregoing, insofar as I have been able to ascertain after diligent inquiry, I believe that SLB does not hold or represent an interest adverse to the Debtors' estates in the matters upon which SLB is to be employed and that SLB is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

11. Neither I nor any partner at SLB is a creditor, an equity security holder, or an insider of the Debtors; neither I nor any parter at SLB is not and was not within 2 years before the Petition Date a director of the Debtors; and neither I nor any partner at SLB has any interest materially adverse to the interests of the Debtors' bankruptcy estates, or any creditor.

12. SLB is not a creditor, an equity security holder, or an insider of the Debtors; SLB is not and was not within 2 years before the Petition Date an employee, officer, or director of the Debtors; and SLB does not have any interest materially adverse to the interests of the Debtors' bankruptcy estates or any creditor.

13. SLB does not possess or assert any economic interest that would tend to lessen the value of the Debtors' bankruptcy estates. SLB also does not possess or assert any economic interest that would create either an actual or potential dispute in which the bankruptcy estates are rival claimants. SLB does not have any incentive to act contrary to the best interests of the bankruptcy estates.

D. Bankruptcy Rule 2016(b) Statement

14. Pursuant to Bankruptcy Code § 504 and Bankruptcy Rule 2016, SLB has not shared or agreed to share (a) any compensation from the representation of the Debtors with any other person (other than among the partners of the Firm), or (b) any compensation any other persons have received, may have received, or will receive.

15. On July 1, 2026, SLB received a payment of $100,000 into its client trust account from the Debtors (the "**Retainer**"). Prior to the filing of these Chapter 11 Cases, SLB applied $26,070 of the Retainer to satisfy the outstanding fees the Debtors had incurred in connection with the prepetition services SLB provided to the Debtors.

16. SLB currently holds $73,930 of the Retainer (the "**Remaining Retainer**") in its client trust account. SLB will hold the Remaining Retainer in its client trust account subject to further order of this Court.

PROPOSED COMPENSATION

17. SLB will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and orders of the Court for all services performed and expenses incurred during the representation of the Debtors.

18. Subject to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and orders of the Court, SLB intends to request the allowance of its compensation according to the rates set out in the following table:

BILLER	HOURLY RATE
Kyung S. Lee	$1,000
Sean T. Wilson	$900
R. J. Shannon	$750
Associates	$300 – $600
Non-Lawyer Professionals	$100 – $150

19. The rates SLB intends to charge for this matter reflect SLB's standard hourly rates for services provided in complex bankruptcy and non-bankruptcy matters. While SLB charged the Debtors a rate of $750 per hour for Mr. Wilson's services prepetition, this reflects a reduced rate from SLB ordinarily charges for Mr. Wilson's services in complex matters that was mistakenly applied to those prepetition services. SLB waives any right it has to seek the correct amount for prepetition services.

20. The rates charged for this matter by SLB are comparable to the rates of similarly skilled and experienced attorneys in the Southern District of Texas. SLB will provide ten (10)

business days' notice to the Debtors, the U.S. Trustee, and any creditors' committee appointed in connection with any increase of SLB's hourly rates.

NO DUPLICATION OF SERVICES

21. Consistent with the Engagement Letter, SLB will work closely with Frank J. Wright PLLC ("**Wright PLLC**") as co-counsel. Wright PLLC will serve as lead counsel and direct the matters for which SLB will address for the Debtors. I believe that this framework will avoid unnecessary duplication of services among the firms.

22. I understand that the Debtors will retain various other restructuring professionals in these Chapter 11 Cases. SLB intends to make reasonable efforts to avoid duplication of services by any other professionals employed by the Debtors.

ATTORNEY STATEMENT PURSUANT TO FEE GUIDELINES

23. The following is provided in response to the request for additional information set forth in the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013.

Question: Did the Firm agree to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement?

Answer: No.

Question: Do any of the Firm's professionals in this engagement vary their rate based on the geographical location of the Debtors' Chapter 11 Case?

Answer: No.

Question: If the Firm has represented the Debtors in the 12 months pre-petition, disclose the Firm's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If the Firm's billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Answer: A copy of SLB's Engagement Letter is attached to the Application as Exhibit A. Consistent with its prepetition arrangement with the Debtors, SLB will receive compensation at its standard rates for these Chapter 11 Cases in accordance with the terms of the Engagement Letter and set forth in the Application.

Question: Have the Debtors approved SLB's budget and staffing plan, and if so, for what budget period?

Answer: The Debtors have not requested budget/staffing plan from SLB.

CONCLUSION

24. The foregoing constitutes the statement of SLB pursuant to sections 327(a), 329 and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), Bankruptcy Local Rules 2014-1 and 2016-1, and the Complex Case Procedures.

25. By reason of the foregoing, I believe SLB is eligible for employment and retention by the Debtors pursuant to sections 327(a) and 1107(b) of the Bankruptcy Code, and the applicable Bankruptcy Rules and Bankruptcy Local Rules.

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

Executed on July 13, 2026

R. J. Shannon

SCHEDULE 1

Searched Potential Parties in Interest[1]

Debtors

Colorado Springs Group, LLC
Dublin Group Health, LLC
Edmond Group Health, LLC
Franklin Group Health, LLC
Friendswood Group Health, LLC
Gahanna Group Health, LLC
Greenwood Group Health, LLC
Greenwood Village Group Health, LLC
Healthco Operations, L.L.C.
Hendersonville Group Health, LLC
Her Kare Holdings, LLC
Hot Springs Health, LLC
Independence Group Health, LLC
Indianapolis Group Health, LLC
Johnson City Group Health, LLC
Little Rock Group Health, LLC
Low T Center Development, L.L.C.
Low-T Centers, Inc.
Low-T Ip Holdings, L.L.C.
Mansfield Group Health LLC
Mason Group Health, LLC
Murfreesboro Group Health, LLC
Pasadena Group Health, LLC
Pflugerville Group Health, LLC
SynergenX Health Poplar Creek LLC
SynergenX Health Sonterra San Antonio LLC
SynergenX Health Spring Houston LLC
Pineville Group Health, LLC
Southwest Group Health, LLC
SynergenX Health – Burr Ridge LLC
SynergenX Health – Cibolo LLC
SynergenX Health – Cypress LLC
SynergenX Health – Galleria LLC
SynergenX Health – Katy LLC
SynergenX Health – Kingwood LLC
SynergenX Health – Knoxville LLC
SynergenX Health – Mckinney LLC
SynergenX Health – Prosper LLC
SynergenX Health – Sugarland LLC
SynergenX Health – Webster LLC
SynergenX Health – Woodlands LLC
SynergenX Health Alamo Ranch San Antonio LLC
SynergenX Health Atascocita LLC
SynergenX Health Dallas North Park LLC
SynergenX Health Holdings, LLC
SynergenX Health New Braunfels San Antonio LLC
SynergenX Health Northeast San Antonio LLC
SynergenX Health Northwest San Antonio LLC
SynergenX Health Vintage Park LLC
SynergenX Joint Holdings, LLC
SynergenX Legacy Holdings, LLC

[1] The inclusion of a person in a category in this Schedule should not be construed as an admission by the Debtors that the person falls into such category for purposes of the Debtors' chapter 11 cases. This list was compiled to be as broad as possible for purposes of disclosure.

Syn-Lt Buyer Co, Inc.
Tomorrowmed Pharma
Tomorrowmed, LLC
Tomorrowmedrx, LLC
Trakehner Research LLC
Tulsa Group Health, LLC
Tyler Group Health, LLC
Village Lane Apothecary, LLC
West Houston Group Health, LLC
Westminster Group Health, LLC
Westmont Greenwood Group Health, LLC

Former and Current Officers and Directors

Benjamin Hisey
David Fletcher
David Richardson
Larry Long
Steven Flack
Vanessa McKeown
Welton Wilson
Wayne Wilson

Debtors' Professionals/Proposed Professionals

Stretto Inc.
Law Offices of Frank J. Wright PLLC
Frank Wright
Jeffery Veteto
Shannon Lee Beatty LLP
Kyung Lee
R. J. Shannon
Sean Wilson
Ella Cornwall
Austin Niemtschk
McDermott Will & Schulte LLP
Adam Spiegel
FTI Consulting
Timonthy Dragelin
Jan Naifeh
Lain Faulkner & Co. P.C.
Jason Rae
Aniza Rowe
Janice Oden

Equity Holders

B3HS, LLC
Chatham Health Management, LLC
Chris Wilkinson
Jeff Voelkel
Jimmie Thurmond III
Leslie Allen
LTKW Enterprises, LP
LT-VP Investments LLC
Matthew D. Hammit, M.D.
Michale J. Leahy, M.D.
Poker Management LLC
SynergenX Health Holdings
SynergenX Joint Holdings
Wayne Wilson

Wilkinson Group LLC

WWTJW Holdings, LLC

Non-Debtor Affiliates

Midwest Eight Medical Group, PLLC (Illinois)

Midwest Illinois Six Medical Group, PLLC

Midwest Indiana Four Medical Group, PLLC

Midwest Missouri Three Medical Group, PLLC

Midwest Ohio Five Medical Group, PLLC

Midwest Seven Medical Group, PLLC (Ohio)

Southeast Arkansas Five Medical Group, PLLC

Southeast Eight Medical Group, PLLC (Tennessee)

Southeast North Carolina Seven Medical Group, PLLC

Southeast Six Medical Group, PLLC (Arkansas)

Southeast Tennessee Two Medical Group, PLLC

Southeast Virginia Nine Medical Gorup, PLLC

Southwest Oklahoma Two Medical Group, PLLC

Southwest Texas Four Medical Group, PLLC

Southwest Texas Three Medical Group, PLLC

Southwest Texas Two Medical Group, PLLC

SynergenX Physician Servics, PLLC

Telehealth Six Medical Group, PLLC

West Colorado Three Medical Gorup, PLLC

West Two Medical Group, PLLC (Colorado)

Taxing Authorities and Regulatory and Governmental Agencies

Arkansas Department of Finance and Administration

Arkansas Division of Workforce Services

City of Austin

City of Franklin

City of Houston

City of Pflugerville

Colorado Department of Revenue

Fort Bend County

Harris Co ESD #09

Harris Co ESD #11

Harris Co ESD #13

Harris Co ESD #16

Houston City College, FKA Houston Comm College

Houston ISD

Illinois Department of Employment Security

Illinois Department of Revenue

Indiana Department of Revenue

Indiana Department of Workforce Development

Internal Revenue Service

Lone Star College System

Missouri Department of Revenue

Montgomery County

North Carolina Department of Revenue

Ohio Bureau of Workers' Compensation

Ohio Department of Taxation

Oklahoma Employment Security Commission

Oklahoma Tax Commission

Tennessee Department of Revenue

Tennessee Labor & Workforce Development

Texas Comptroller of Public Accounts

Texas Workforce Commission

The County of Denton, Texas

The County of Guadalupe, Texas

The Couty of Comal, Texas

U.S. Department of Labor

United States Attorney's Office

Florida Department of Revenue

New York Department of Taxation and Finance

Food & Drug Administration

Texas Department of Health

Arkansas Department of Health

Colorado Department of Health

Florida Department of Health

Illinois Department of Health

Indiana Department of Health

Missouri Department of Health

New York Department of Health

North Carolina Department of Health

Ohio Department of Health

US Department of Health & Human Services

<u>Creditors/Potential Creditors</u>

ADT Commercial/Protection One DBA Everon LLC

AireServ of Central and North Austin

Alamo Sign Solutions, LLC

Alliance Maintenance, Inc.

Altium Healthcare, Inc.

Amazon

Anazaohealth Corporation

Beckman Coulter, Inc.

Blackfire Capital

Brett Systems, Inc.

BridgeRidge

Chatham Capital

Chatham Capital Management, LLC

CleanNet of Dallas/Fort Worth

CMG Media Corporation aka Cox Media Group

Comcast Cable

ComEd

Coverall North America, Inc.

Coverall of Indianapolis

Cudjoe Key, LLC

Cyntox LLC

Cypress-Fairbanks ISD

Datasite, LLC

DeLauter Development Inc.

Dell Technologies Inc.

DEX Imaging

DFW Mechanical Group, LLC

Dinovo Pharmacy & Packaging Provisions

Dragonfly Heating, Cooling & Plumbing LLC

ETR Air Conditioning & Heating

FedEx

FirstLayerAI, Inc. – Medallion

Frontier Communications

GFL Environmental

Grande Comm

Gridmatic Retail

Henry Schein

Humble Texas Signs, LLC

Imperial, Inc.-Springdale

Jan Pro Ohio

Jani-King of Nashville

Jan-Pro of Greater Cincinnati

JP Morgan

Lenior City Utility

Mallory Valley Utility District

McKesson

MDSupplies and Service, Inc.

Michael Sisk

Mickala Sisk

National Scrubs

Omni Fire and Security Systems

Pharmetric Laboratory LLC

Pitney Bowes

Property Valuation Services

ProStar Services Inc dba Parks

Pye-Barker Fire & Safety, LLC

Qualigen Therapeutics, Inc.

Quest Diagnostics

Rapier Industries

Responsible Printing & Signs, LLC

ServiceMaster Building Services by Dogwood

Sign City Express

Softchoice Corporation

Spectrum

Spectrum

Spinutech LLC

Stingray Mechanical Services, Inc.

Stratus Building Solutions of Austin

Stratus Building Solutions of Houston

Stratus of Nashville

Technical Safety Services, LLC

The UPS Store

Tracy Medical, Inc.

Truly Nolen Pest Control

Uline

Uptown Window Cleaning LLC

UrgentShip Delivery, LLC

Village of Westmont

Wells Fargo

3 Corners Plaza LLC

ADP Screening and Selection Services

Advanced MD

Advarra, Inc.

AirCo Service

Aire Serv of Stone Oak

Airscan Tech

Airtek of York Co., Inc

Akeem LLC

All Test Service Solutions, LLC

Allstate Fire Equipment

Alltest Backflow

American Airlines Cargo

Andy Does Doors

Anybill Financial Services, Inc.

Aramark Refreshment Services, LLC

Ardent Partners, LLC
Asana Partners Fund II REIT 22 LLC
Audacy Operations, Inc.
Better View, LLC
Binaco Real Estate
BrightRidge
Brimhall Square LLC
Butler Creek Investments, LLC
Campos Engineering, Inc.
CAN Real Estate, LLC
Ceridian Benefit Services
CFRM Enterprises, LLC
Charles W. Saylor
Chatham Investment Fund V, L.P.
Chatham Investment Fund V-A, L.P.
Comfort Pros LLC
Coverall of Eastern Tennessee
Credit Agreement Lenders
Cromwell Street, LLC
Cumulus Dallas
Cymill Partners, Ltd.
Cypress Owner LLC
Dallas Air Pros
Deluxe
Disciple Window Tint, LLC
Dor Mar HVAC
DPEG First Colony, LP
Effum LLC
EMB Fiber Optics
Emes2 Pharmaceutical dba Rx Return Services
FireTron
Fish Window Cleaning
Forum Crossing LLC
Fountain Lake Retail Investors LLC
Frangon Roofing and Sheetmetal
Genecov DMLT, Ltd.
Google AdWords
Great America Financial Services
HCO Partners
Heartland Equipment
HiTouch Business Services
Horvath Realty of Illinois, LLC
iHeartMedia – Dallas Market
iHeartMedia – Houston
Indeed, Inc.
InfoWerks Data Services, LLC
Iron Mountain, Inc.
Jan-Pro of Arkansas
Jan-Pro of Northern Illinois
Jan-Pro of Southern Colorado
Josue Milan
JPMorgan Chase Bank, N.A.
KISS-FM – Cox Media Group
KM 7202 Grand Parkway, LLC
KUB
Lakeside Shoppers LLC
Landmark SPE, LLC
LBX Poplar Creek LLC
Lee Company
LH Waterview LP
Lighten Up Window Cleaning, LLC
Macnificent 5, LLC
MaidPro
Malone's Coffee Service
Marcelino Salinas
MCC Commercial Cleaning LLC
Medina Valley Security Inc
Meta Platforms, Inc.
MFI HPE Campus LLC

Mike Sisk
Milestone Emory Peak S.C., Ltd.
NBU
New Braunfels Marketplace LLC
Nexonia, Inc.
Nooner Holdings, Ltd
North Forest Office Space – Denver, LLC
North Nevada Retail Ventures, LLC
Northwest Pest Patrol
Nviktus LLC
O'Farrell Properties, LLC
Omega Glass Tinting and Blinds, Inc.
Pacific Commercial Services LLC dba Coverall of Colorado
Panther Air, LLC
Paris II, LLC
Park Terrace
Piedmont Natural Gas
Pinnacle
Pinnacle Carothers-McEwen, LLC
Pinnacle Solutions Inc.
Pinpoint Mechanical Service
Plaza Center LLC
Portofino Plaza
Portofino Plaza – Lehmann
Pro Window Cleaning
Radiate HoldCo, LLC
Radio One
Rasti Investment LLC
Real Estate Services, Inc.
Reliable Fire & Security
REVHC, Inc.
Sai Portland Properties LLC
Sandstone SSF II (Del) LLC
SC 1210 Carroll, LLC
SC 2701 Matlock Road, LLC
SC Chattanooga, LLC
SC Fort Worth Medical, LLC
SC Frisco Legacy, LLC
SC FW Heritage Glen, LLC
SC Plano Medical, LLC
SC Rockwall, LLC
SC South Austin, LLC
SC Southlake Medical, LLC
SC Woodlands, LLC
Servant Fire Protection LLC
ServPro of Braun Station
Shirley Enterprises, LLC
Shirzadi Real Estate Investment LLC
Shred-it USA
Sign Country, LLC
SLS Baybrook Passage, LLC
Solar X Window Film Systems
SPS Chase Credit Card
Stargel Office Solutions
Steve Arsalan
Summit Fire & Security
Swain Event
Terence Kincade
The Doctors Answer
The Village at Pleasant Valley, LLC
Thompson Safety LLC
Transformation Realty Group LLC
Wage Works
Westcreek Dental Building LLC
Zenda Channing Orleans Square, LP

Utilities

American Electric Power-Ohio
Astound Broadband
AT&T
Atmos Energy
Branch Energy
Brightspeed
BTC Broadband
CenterPoint Energy
Charter Communications
Cincinnati Bell n/k/a Altafiber
City of Hot Springs
City of Independence Utilities
City of Plano Utilities
City of Southlake-Water Utilities
Colorado Springs Utilities
Columbia Gas of Ohio
Comcast
Comcast Business
ComEd Utility
Connoisseur Media Holdco, Inc.
CoServ
CPS Energy
Department of Justice
Downers Grove Sanitary District
Duke Energy
Entergy Texas
EPB Fiber Optics
First Utility District of Knox County
Gallatin Public Utility
Indianapolis Power & Light Company
J.O.U.S.T Communications
Just Energy
Just Energy Texas, LP
Knoxville Utilities Board
Lenoir City Utilities Board
Lenoir City Utility
Med Water Systems
Metropolitan Telecommunications – MetTel
Middle Tennessee Electric Membership Corp
Murfreesboro Electric n/k/a Middle Tennessee Electric
Nashville Electric Service
New Braunfels Utilities
New Horizons Communication Corp.
Nicor Gas
NRG Energy
OG&E
Oklahoma Natural Gas Co.
Pineville Electric & Communication Systems
Resort TV Cable
Ring Central Inc.
San Antonio Water System
Suddenlink Communications
Summit Utilities
Texas Disposal Systems
TPX Communications
Tri-County Electric Cooperative, Inc.
TXU Energy
White House Utility District
Xcel Energy

<u>Employees (Unredacted List Provided to U.S. Trustee)</u>

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Insurance Providers and Brokers

CNA Insurance

Prudential Insurance

United Healthcare Insurance Company

Unum Life Insurance Company of America

Wright National Flood Insurance Company

Other Parties in Interest/Potential Parties in Interest

1050 Beecher, LLC

2320 Knob Creek, LLC

2952 NW 156

Adelman Holdings – Pflugerville, L.L.C.

AP The Hill Owner, LLC

ATAPCO Properties, Inc.

ATW Media LLC – Gleiser Communications LLC

Bank of America

Bohden Contracting Group LLC

Bonneville

BRE DDR BR Greenway TX LLC

Builders Nation, LLC

Cherry Bekaert LLP

Cinco Office VWM LP

Coverall of Colorado

Cumulus Chattanooga

Cumulus Colorado Springs

Cumulus Knoxville

Cumulus Media Little Rock

Cumulus Oklahoma City

Cumulus Tri Cities

Deesa Properties, LLC

DocuSign Inc.

Empower Pharmacy

Entercom Charlotte WFNZ-AM

Giddy Up Development, LLC

GPKW Retail, Ltd.

Grant Thornton

HCC Pharmacy Staffing

Holrob-Schaffler Partnership VI

iHeartMedia – Tulsa

J & A Frith Properties Keller, LLC

Jeeson Enterprises, Ltd.

John Thurmond, MD

KABZ-FM

Kingwood Commercial Properties LLC

LabCorp

Low T Physician Services, PLLC

Mind Body Optimization Center Tennessee, LLC

MWD Management, LLC

Olympia Pharmacy

Pricewaterhousecoopers

Q F Properties LLC

QF Properties LLC

Radio One (KGLK-FM Houston)

Radio One of Indiana

Rochester Frisco Medical I, LLC

S &K 1, LLC

SC Colleyville-60 Village Lane, LLC

SCPortofino CB, LP

SCPortofino LV, LP

Southern Star Enterprises, LLC

Southwest Fire and Security, LLC
Steven Flack
Sycamore Springs Partners, LLC
SynergenX Physician Services, PLLC
T Villas Di Lucca TX, LLC
Tacy Medical, Inc
TTP 306 First Colony, LLC
Wilkinson Group
Union Broadcasting
US Stations LLC
Village Green Professional Center, LLC
Village of Westmont
Vintage Dunhill LLC
VPV Properties, LLC
Waterloo Media Group, LP

Professionals for Creditors/Parties in Interest

Moraine & Associates, PLLC
David Moraine
Proskauer Rose LLP
Joshua Sturm
David Hillman
Michael Mervis
Dylan Marker
Tal Signer
Gray Reed LLP
Jason Brookner
Gibson Dunn & Crutcher LLP
Collin Cox
Jack DiSorbo
Linebarger Goggan Blair & Sampson, LLP
John K. Turner
Tara L. Grundemeier
Padfield & Stout, L.L.P.
Christopher V. Arisco
McCreary, Veselka, Bragg & Allen, P.C.
Julie Anne Parsons

United States Bankruptcy Judges for the Southern District of Texas & Key Staff

Aaron Jackson
Ana Castro
Garrett Cole
Jeannie Chavez
Judge Alfredo R. Perez
Judge Christopher M. Lopez
Judge Eduardo V. Rodriguez
Judge Marvin Isgur
Nathan Ochsner
Rosario Saldana
Shannon Holden
Sierra Thomas-Anderson
Tracey Conrad
Tyler Laws
Yesenia Lila

Office of the United States Trustee

- Alethea Caluza
- Alicia Barcomb
- Alina Samko-Yu
- Andrew Jimenez
- Christopher R. Travis
- Christy Simmons
- Glenn Otto
- Gwen Smith
- Ha Nguyen
- Hector Duran
- Ivette Gerhard
- Jana Whitworth
- Jayson B. Ruff
- Kevin M. Epstein
- Linda Motton
- Luci Johnson-Davis
- Millie Aponte Sall
- Rajalakshmi Krishnan
- Samantha Chilton
- Vianey Garza
- Yasmine Rivera

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

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

ORDER GRANTING DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF SHANNON LEE BEATTY LLP AS BANKRUPTCY CO-COUNSEL FOR THE DEBTORS EFFECTIVE AS OF JULY 2, 2026

Upon the application (the "**Application**")[2] of the above-captioned debtors and debtors in possession (the "**Debtors**") for an order (this "**Order**") authorizing the employment of Shannon Lee Beatty LLP ("**SLB**") as bankruptcy co-counsel for the Debtors effective as of July 2, 2026; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and this Court having determined that the legal and factual bases set forth in the Application 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. In accordance with sections 327(a), 329(a), 330, 331, and 1107 of the Bankruptcy Code, Rules 2014 and 2016 of the Bankruptcy Rules, Rule 2014-1 Bankruptcy Local Rules, and

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

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to such terms in the Application.

the Complex Case Procedures, the Debtors are authorized to employ SLB as bankruptcy co-counsel for the Debtors as of July 2, 2026, under the terms and conditions set forth in the Shannon Declaration, the Application, and Engagement Letter, all as modified by this Order.

2. SLB is authorized to perform any and all legal services for the Debtors as described in the Shannon Declaration, the Application, and the Engagement Letter.

3. SLB shall be compensated for its services and reimbursement for related expenses in accordance with the terms and conditions set out in the Application and the Engagement Letter, subject to the procedures of the Bankruptcy Code §§ 330 and 331 and in accordance with applicable Bankruptcy Rules, Bankruptcy Local Rules, and any orders of this Court.

4. All compensation for services rendered and reimbursed for expenses incurred in connection with the above-captioned Chapter 11 Cases shall be paid only pursuant to further application by SLB and orders of this Court, including any order regarding procedures for interim compensation. For billing purposes, SLB shall keep its time in one tenth (1/10) hour increments and make reasonable efforts to comply with the U.S. Trustee's requests for information and the additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* in connection with interim and final fee applications filed by SLB in these Chapter 11 Cases.

5. Prior to any increases in SLB's hourly rates, SLB shall file a notice of rate increase with the Court and provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and any creditors' committee appointed in connection with these Chapter 11 Cases, which notice shall explain the basis for the requested rate increases in accordance with section 330 of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

6. SLB will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, SLB will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration.

7. SLB shall use its best efforts to avoid duplication of services provided by any of the Debtors' other retained professionals in the Chapter 11 Cases.

8. To the extent that there is any inconsistency between the terms of the Shannon Declaration, the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

9. Notwithstanding anything to the contrary in the Application, SLB shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

10. For the avoidance of doubt, SLB will not disburse funds from the Remaining Retainer without Court approval.

11. The Debtors and SLB are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. This Order shall be immediately effective and enforceable upon entry.

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