

ENTERED

July 07, 2026

Nathan Ochsner, Clerk

**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 (CML)
<i>et al.</i>,¹	§	
	§	Joint Administration Requested
DEBTORS.	§	

**ORDER GRANTING EMERGENCY MOTION FOR AN ORDER
PROVIDING ADEQUATE ASSURANCE OF UTILITY PAYMENTS**

Came on to be considered the Debtors' *Emergency Motion for an Order Providing Adequate Assurance of Utility Payments* (the "**Motion**").² Based on the specific facts and circumstances of this case and for the reasons stated on the record, which are incorporated herein, the Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the Constitution and Section B.4(a) of the *Procedure for Complex Cases in the Southern District of Texas*, effective September 18, 2024; (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors' estate, their creditors and other parties in interest; (v) notice of the Motion and the hearing were appropriate under the circumstances and no other notice need be provided; and (vi) upon review of the record before the Court, including the legal and factual bases set forth in the Motion and the statements made by

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 16131 N. Eldridge Pwky, STE 100, Tomball, TX 77377.

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

counsel at the hearing, and after due deliberation thereon, there being found good and sufficient cause exists it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on a final basis to the extent specified in this Order.
2. The Utility Providers are prohibited from altering, refusing or discontinuing service, or discriminating against the Debtors, on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than as set forth in the Adequate Assurance Procedures, as follows.
 3. Absent compliance with the Adequate Assurance Procedures, the Utility Providers are forbidden to discontinue, alter or refuse service on account of any unpaid pre-petition charges, or require additional adequate assurance of payment other than the Proposed Adequate Assurance.
 4. Any Utility Provider desiring an Adequate Assurance Deposit must serve a request ("**Adequate Assurance Request**") so that it is received by the Debtors at the following addresses within twenty-one (21) days of entry of the Interim Order:
 - (a) Law Offices of Frank J. Wright
1800 Valley View Lane, Suite 250
Farmers Branch, Texas 75234
 - (b) SynergenX Legacy Holdings, LLC
11445 Compaq Center Dr. W
Suite 800
Houston, Texas 77070
5. Any Adequate Assurance Request must: (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the customer Debtor's payment history relevant to the affected account(s), including any security deposit; and (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

6. Upon the Debtors' receipt of any Adequate Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) fourteen (14) days from the receipt of such Adequate Assurance Request; or (b) thirty (30) days from the Petition Date (collectively, "**Resolution Period**") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment.

7. The Debtors may, in their discretion, resolve any Adequate Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

8. If the Debtors determine that the Adequate Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, may request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider ("**Determination Hearing**") pursuant to Section 366(c)(3) of the Bankruptcy Code.

9. Pending resolution of any such Determination Hearing, such particular Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for pre-petition service or on account of any objections to the Proposed Adequate Assurance.

10. Any Utility Provider who objects to the Adequate Assurance Procedures outlined above must file an objection to such procedures ("**Procedure Objection**") so that it is actually

received within twenty-one (21) days of entry of this Order by the Debtors at the following addresses:

(a) Law Offices of Frank J. Wright
1800 Valley View Lane, Suite 250
Farmers Branch, Texas 75234

(b) SynergenX Legacy Holdings, LLC
11445 Compaq Center Dr. W
Suite 800
Houston, Texas 77070

11. Any Procedure Objection must (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the customer Debtor's payment history relevant to the affected account(s), including any security deposits; (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (e) set forth why the Utility Provider believes it should be exempted from the Adequate Assurance Procedures.

12. The Debtor may, in its discretion, resolve any Procedure Objection by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

13. If the Debtor determines that the Procedure Objection is not reasonable and is not able to reach a prompt alternative resolution with the Utility Provider, the Procedure Objection will be promptly set for hearing no later than 30 days after the Petition Date.

14. All Utility Providers that do not timely file a Procedure Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Adequate Assurance

Procedures. The sole recourse of all Utility Providers that do not timely file a Procedure Objection shall be to submit an Adequate Assurance Request pursuant to the Adequate Assurance Procedures and shall be prohibited from altering, refusing, or discontinuing performance pending any Determination Hearing pursuant to the Adequate Assurance Procedures.

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

16. The Debtor shall serve a copy of this Order on each Utility Provider listed on **Exhibit A** to the Motion within two (2) business days of the date that this Order is entered, and shall similarly serve this Order on each Utility Provider subsequently added by the Debtors to the Utilities List.

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

18. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order nor any actions taken pursuant to the relief granted herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an

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

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

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

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

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

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

IN RE: SYNERGENX LEGACY HOLDINGS, LLC, et al.,¹ DEBTORS.	§ § § § § §	Chapter 11 Case No. 26-90644 (CML) Joint Administration Requested
--	----------------------------	--

**ORDER GRANTING EMERGENCY MOTION FOR AN ORDER
PROVIDING ADEQUATE ASSURANCE OF UTILITY PAYMENTS**

Came on to be considered the Debtors’ *Emergency Motion for an Order Providing Adequate Assurance of Utility Payments* (the “**Motion**”).² Based on the specific facts and circumstances of this case and for the reasons stated on the record, which are incorporated herein, the Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the Constitution and Section B.4(a) of the *Procedure for Complex Cases in the Southern District of Texas*, effective September 18, 2024; (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors’ estate, their creditors and other parties in interest; (v) notice of the Motion and the hearing were appropriate under the circumstances and no other notice need be provided; and (vi) upon review of the record before the Court, including the legal and factual bases set forth in the Motion and the statements

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 16131 N. Eldridge Pwky, STE 100, Tomball, TX 77377.

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

made by counsel at the hearing, and after due deliberation thereon, there being found good and sufficient cause exists it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on a final basis to the extent specified in this Order.
2. The Utility Providers are prohibited from altering, refusing or discontinuing service, or discriminating against the Debtors, on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than as set forth in the Adequate Assurance Procedures, as follows.
 3. Absent compliance with the Adequate Assurance Procedures, the Utility Providers are forbidden to discontinue, alter or refuse service on account of any unpaid pre-petition charges, or require additional adequate assurance of payment other than the Proposed Adequate Assurance.
 4. Any Utility Provider desiring an Adequate Assurance Deposit must serve a request (“**Adequate Assurance Request**”) so that it is received by the Debtors at the following addresses within twenty-one (21) days of entry of the Interim Order:
 - (a) Law Offices of Frank J. Wright
1800 Valley View Lane, Suite 250
Farmers Branch, Texas 75234
 - (b) SynergenX Legacy Holdings, LLC
11445 Compaq Center Dr. W
Suite 800
Houston, Texas 77070
 5. Any Adequate Assurance Request must: (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the customer Debtor’s payment history relevant to the affected account(s), including any security deposit; and (d) set

forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

6. Upon the Debtors' receipt of any Adequate Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) fourteen (14) days from the receipt of such Adequate Assurance Request; or (b) thirty (30) days from the Petition Date (collectively, "**Resolution Period**") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment.

7. The Debtors may, in their discretion, resolve any Adequate Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

8. If the Debtors determine that the Adequate Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, may request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider ("**Determination Hearing**") pursuant to Section 366(c)(3) of the Bankruptcy Code.

9. Pending resolution of any such Determination Hearing, such particular Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for pre-petition service or on account of any objections to the Proposed Adequate Assurance.

10. Any Utility Provider who objects to the Adequate Assurance Procedures outlined above must file an objection to such procedures (“**Procedure Objection**”) so that it is actually received within twenty-one (21) days of entry of this Order by the Debtors at the following addresses:

(a) Law Offices of Frank J. Wright
1800 Valley View Lane, Suite 250
Farmers Branch, Texas 75234

(b) SynergenX Legacy Holdings, LLC
11445 Compaq Center Dr. W
Suite 800
Houston, Texas 77070

11. Any Procedure Objection must (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the customer Debtor’s payment history relevant to the affected account(s), including any security deposits; (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (e) set forth why the Utility Provider believes it should be exempted from the Adequate Assurance Procedures.

12. The Debtor may, in its discretion, resolve any Procedure Objection by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

13. If the Debtor determines that the Procedure Objection is not reasonable and is not able to reach a prompt alternative resolution with the Utility Provider, the Procedure Objection will be promptly set for hearing no later than 30 days after the Petition Date.

14. All Utility Providers that do not timely file a Procedure Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Adequate Assurance Procedures. The sole recourse of all Utility Providers that do not timely file a Procedure Objection shall be to submit an Adequate Assurance Request pursuant to the Adequate Assurance Procedures and shall be prohibited from altering, refusing, or discontinuing performance pending any Determination Hearing pursuant to the Adequate Assurance Procedures.

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

16. The Debtor shall serve a copy of this Order on each Utility Provider listed on **Exhibit A** to the Motion within ~~threetwo~~ (32) business days of the date that this Order is entered, and shall similarly serve this Order on each Utility Provider subsequently added by the Debtors to the Utilities List.

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

18. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order nor any actions taken pursuant to the relief granted herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any claim is of a type specified or defined in the Motion, or in this Order granting the relief requested by the Motion, or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claim or cause of action that may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; (h) an implication or admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Order are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) an impairment or waiver of any claims or causes of action that may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant

to this Order is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute the extent, perfection, priority, validity, or amount of such claim.

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

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

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

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

Summary report: Litera Compare for Word 11.16.0.74 Document comparison done on 7/6/2026 8:03:28 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: 7.1 - SGX - Proposed Order to Utilities Motion (SLB 7.2.26 Draft v.1).docx	
Modified filename: 7.1 - SGX - Proposed Order to Utilities Motion (SLB 7.6).docx	
Changes:	
<u>Add</u>	2
Delete	2
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	4