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]	§	
	§	**Joint Administration Requested**
DEBTORS.	§	

DEBTORS' EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING PAYMENT OF ALL OR A PORTION OF THE PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 2:00 P.M. (PREVAILING CENTRAL TIME) ON JULY 7, 2026.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON TUESDAY, JULY 7, 2026, AT 2:00 P.M. (PREVAILING CENTRAL TIME) IN COURTROOM 402, 4TH FLOOR, 515 RUSK AVENUE, HOUSTON, TX 77002.

PARTICIPATION AT THE HEARING WILL ONLY BE PERMITTED BY AN AUDIO AND VIDEO CONNECTION.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT 832-917-1510. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE LOPEZ'S CONFERENCE ROOM NUMBER IS 590153. VIDEO COMMUNICATION WILL BE BY USE OF THE GOTOMEETING PLATFORM. CONNECT VIA THE FREE GOTOMEETING APPLICATION OR CLICK THE LINK ON JUDGE LOPEZ' HOME PAGE. THE MEETING CODE IS "JUDGELOPEZ". CLICK THE SETTINGS ICON IN THEUPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

[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.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF BOTH ELECTRONIC AND IN-PERSON HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE LOPEZ'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

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**"), by and through their proposed undersigned counsel, file this, their *Emergency Motion for Entry of Order Authorizing Payment of All or a Portion of the Prepetition Claims of Certain Critical Vendors* (the "**Critical Vendor Motion**"), seeking interim and final order authorizing the Debtors to pay prepetition amounts to certain vendors critical to the Debtors' continued operations during these Chapter 11 Cases. In support of this Critical Vendor Motion, the Debtors would respectfully show the Court as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein include Sections 105, 363, 365, 1107, and 1108 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6004(h) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

BACKGROUND

2. On July 2, 2026, (the "Petition Date"), each Debtor commenced a chapter 11 case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of Texas,

Houston Division (the "**Court**"). Contemporaneously herewith, the Debtors have requested joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b).

3. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. To date, no request for the appointment of a trustee or examiner has been made in this case, and no committees have been appointed or designated.

5. 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.

6. 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* (the "**First Day Declaration**") filed contemporaneously and incorporated by reference as if fully set forth herein.

7. In the ordinary course of their businesses, the Debtors need to pay certain critical vendors to continue current operations uninterrupted. Such critical vendors include vendors for

health care products, pharmacies, laboratory services, environmental monitoring, medical management software, billing software, employee management software, and IT services. Debtors require continuing provision of all such services on the same, or more favorable, terms than existed prior to the Petition Date. Therefore, even brief delays in ordinary course payments could jeopardize these critical business relationships.

RELIEF REQUESTED & BASIS FOR RELIEF

8. By this Critical Vendor Motion, the Debtors seek the authority, but not the direction, to pay all or a portion of these critical vendor claims, as identified on **Exhibit A** to the proposed order attached hereto, to the extent necessary, provided however that each critical vendor first agrees to provide its prepetition trade terms; if such terms are not continued. If the critical vendors do not continue their prepetition trade terms, then any payment to the critical vendors shall be an unauthorized post-petition transfer pursuant to section 549 of the Bankruptcy Code and is returnable to the respective Debtor's estate.

9. Due to their centrality to the Debtors' operations, the relief sought herein is critical to reorganization and operational efforts. Debtors need a steady provision of medical supplies and medication, as well as uninterrupted access to laboratory services, and necessary shipping services to maintain quality care and preservation of the going-concern. If the requested relief is not granted and the critical vendors ultimately refuse to provide such services, it is uncertain if the Debtors will be able to continue operations, resulting in impairment to revenue generation and imperilment of the reorganization effort; thereby damaging the estates and diminishing creditor recoveries.

10. In the exercise of its sound business judgment, the Debtors believe that the failure to satisfy the unsecured claims listed herein, in whole or in part, is likely to result in the critical vendors refusing to provide critical services to the Debtors during the post-petition period. This outcome would have an immediate effect on the Debtors' ability to operate its business. Therefore,

the Debtors seek the authority, but not direction, to pay all or a portion of the amounts owing to critical vendors. The Debtors estimate the maximum amount needed to pay the prepetition claims of the critical vendor counterparties is approximately $146,726.99, which represents only a small percentage of the total amount of the prepetition claims in the chapter 11 cases. The funds for this are included in the current budget being contemporaneously proposed to the Court in their Cash Collateral Motion.

11. The Debtors also request that the Interim Order and the Final Order authorize the Debtors' banks and other financial institutions (collectively, the "**Banks**") to receive, process, honor, and pay any and all checks and other forms of payment drawn on the Debtors' bank accounts, including fund transfers and electronic payment requests, to the extent they are necessary to any of the foregoing and to rely on the Debtors' direction to pay amounts authorized under the Critical Vendor Motion, provided that sufficient funds are available in the applicable accounts to make such payments.

A. The Court May also Authorize Payment of the Claims Pursuant to Section 363

12. Pursuant to Bankruptcy Code section 363(b), a debtor's decision to use, sell, or lease assets outside the ordinary course of business under Bankruptcy Code section 363(b) must be based upon the sound business judgment of the debtor. *See In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *see also In re Chateaugay Corp.*, 973 F.2d 141, 145 (2d Cir. 1992) (holding that a judge determining a section 363(b) application must find from the evidence presented before him or her a good business reason to grant such application). In the Fifth Circuit, in order to demonstrate the soundness of a debtor's judgment in paying vendors for prepetition claims, the debtor must demonstrate (a) that it is critical for the debtor to deal with the claimant before confirmation, (b) "unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor's going concern

value, which is disproportionate to the amount of the claimant's prepetition claim," and (c) "there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim." In re CEI Roofing, Inc., 315 B.R. 50, 57 (Bankr. N.D. Tex. 2004) (citing In re CoServ, L.L.C., 273 B.R. 487, 498 (Bankr. N.D. Tex. 2002)).

13. The current circumstances satisfy the foregoing criteria and warrant payment of the Critical Vendor Claims. As stated previously, the Debtors have reason to believe that the vendors may refuse to continue to provide goods and services unless they receive some or all of the outstanding prepetition payments. However, even if a replacement vendor could be located and vetted, the time, delay, and transition could severely impact and interrupt operations. The risk of losing the goods and services provided by such Critical Vendors poses an imminent risk to the Debtors' businesses as well as the preservation of the Debtors' estates at this early stage in the Chapter 11 Cases.

14. Similarly to the above statements, the Debtors' access to building services is paramount to its operations. Any payments made under the requested authority would be insubstantial compared to the likely significant operational damage that might result from nonpayment. Accordingly, these payments would be vital to a successful reorganization and would ultimately benefit the Debtor's other creditors through the existence of continued revenue. Moreover, such authority will empower the Debtor to achieve a smooth transition into bankruptcy.

15. Moreover, certain of the Critical Vendor Claims may be entitled to administrative priority, meaning that they would merely be receiving their entitlements earlier in the chapter 11 process, thus not prejudicing other creditors. The latter also stand to benefit from the relief sought under this Critical Vendor Motion, as the requested relief will help preserve value of the Debtors'

estates to the benefit of all parties-in-interest. For such reasons, the Debtors assert that it would be in their sound business judgment to pay these claims.

B. The Court may also Grant the Motion Pursuant to the Necessity of Payment Doctrine

16. Section 105(a) of the Bankruptcy Code authorizes the Court to issue "any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a). The purpose of Section 105(a) is to "assure the bankruptcy courts power to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction." 2 COLLIER ON BANKRUPTCY ¶ 105.01 (16th ed. rev. 2020). Under Section 105(a) of the Bankruptcy Code, courts may permit pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's businesses. *See In re Just for Feet, Inc.*, 242 B.R. 821, 825 (D. Del. 1999). The Debtors submit that the relief requested in this Critical Vendor Motion is critical to the Debtor and is justified under section 105(a) of the Bankruptcy Code.

17. Moreover, the relief requested in this Motion is supported by the well-established "necessity of payment" rule (also referred to as the "doctrine of necessity"). *See In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (a court could authorize the payment of prepetition claims if such payment was essential to the continued operation of the debtor when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment"); *see also In re Penn Central Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (holding necessity of payment doctrine permits "immediate payment of claims of creditors where those creditors will not supply services or material essential to the conduct of the business until their pre-reorganization claims have been paid"); *Just for Feet*, 242 B.R. at 824-45 (debtors may pay prepetition claims that are essential to continued operation of business); *Pension Benefit Guarantee Corp. v. Sharon Steel Corp.* (*In re Sharon Steel Corp.*), 159 B.R. 730, 736 (Bankr.

W.D. Pa. 1993) (embracing "necessity of payment" doctrine and citing *Leigh & New England Ry. Co.* with approval); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (same). The same rationale applied in these cases also applies to the Debtors' efforts to continue their business operations and to preserve the current income stream and going concern value of their businesses for the benefit of its creditors. Without the requisite authority to pay the critical vendors, the Debtors cannot continue to provide care uninterrupted.

18. Allowing the Debtors to pay the claims, pursuant to all or some of the above-referenced provisions, is especially appropriate where, as here, doing so is consistent with the "two recognized policies" of chapter 11 of the Bankruptcy Code—preserving going concern value and maximizing the value of property available to satisfy creditors. *See Bank of Am. Nat'l Trust & Says. Assoc. v. 203 N LaSalle St. P'ship*, 526 U.S. 434, 453 (1999). The Debtors respectfully submit that similar relief is warranted because without these services provided by critical vendors, the Debtors could not continue to operate their businesses or move towards a successful reorganization.

C. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers

19. The Debtors also request that all applicable banks and other financial institutions be authorized to receive, process, honor, and pay all checks presented for payment, and to honor all electronic payment requests made by the Debtors, necessary to the obligations described herein, whether such checks were presented or electronic requests were submitted prior to or after the Petition Date. The Debtors further request that all such banks and financial institutions be authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to the Critical Vendor Motion. The Debtors represent that they have sufficient availability of funds to pay any amounts described herein.

RESERVATION OF RIGHTS

20. Nothing contained in this Critical Vendor Motion nor any actions taken pursuant to the relief requested 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 this Critical Vendor Motion or any order granting the relief requested by this Critical Vendor 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; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Critical Vendor Motion 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. If the

Court grants the relief sought herein, any payment made pursuant to an order of the Court 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.

EMERGENCY CONSIDERATION

21. Pursuant to Local Rule 9013-1, the Debtors request emergency consideration of this Critical Vendor Motion. For the reasons discussed above and in the First Day Declaration, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize the value of their estates for the benefit of all stakeholders. The Debtors submit that they have demonstrated that the requested relief "is needed to avoid immediate and irreparable harm" and, as a result, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

WAIVER OF BANKRUPTCY RULE 6004

22. To the extent applicable, Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay under Bankruptcy Rule 6004(h), to the extent applicable. *See* Fed. R. Bankr. P. 6004(a), (h). As described above, the relief that the Debtors seek in this Critical Vendor Motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates. The Debtors respectfully request that the Court waive the notice requirements imposed by Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

NOTICE

23. Notice of this Motion will be provided to Notice of this Motion will be provided to (i) the Office of the United States Trustee; (ii) the holders of the thirty (30) largest unsecured claims on a consolidated basis, (iii) counsel to all secured creditors, (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002; (v) all governmental agencies having a regulatory or statutory interest in these cases; and (vi) all parties receiving notice via ECF. Based on the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order (i) granting this Motion; and (ii) granting such other relief as the Court deems proper.

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Dated: July 3, 2026

Respectfully submitted,

LAW OFFICES OF FRANK J. WRIGHT PLLC

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Proposed Counsel for the Debtors and Debtors-in-Possession

CERTIFICATE OF ACCURACY

I hereby certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made in accordance with Local Rule 9013-1(i).

/s/ Frank J. Wright
Frank J. Wright

CERTIFICATE OF SERVICE

I hereby certify that on July 3, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtors' claim agent.

/s/ Frank J. Wright
Frank J. Wright

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]	§	
	§	**Joint Administration Requested**
DEBTORS.	§	

INTERIM ORDER GRANTING EMERGENCY MOTION FOR ENTRY OF ORDER AUTHORIZING PAYMENT OF ALL OR A PORTION OF THE PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS

Came on to be considered the Debtors' *Emergency Motion for Entry of Order Authorizing Payment of All or a Portion of the Prepetition Claims of Certain Critical Vendors* (the "Motion"[2]) [Dkt. No. __]. Based on the specific facts and circumstances of this case and for the reasons stated on the record, which are incorporated herein, the Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter an interim order consistent with Article III of the Constitution; (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors' estate, their creditors and other parties in interest; (v) notice of the Motion and the hearing were appropriate under the circumstances and no other notice need be provided; and (vi) upon review of the record before the Court, including the legal and factual bases set forth in the Motion and the statements made by counsel at the hearing, and after due deliberation thereon, there being found good and sufficient cause exists it is hereby **ORDERED** that:

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

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

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

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

3. The Debtors are authorized but not directed, in the Debtors' sole discretion, to (i) pay the critical vendors identified in **<u>Exhibit "A"</u>** hereto; in the ordinary course of business on a post-petition basis and that are due, consistent with prepetition practices, based on their sound business judgment.

4. If a critical vendor that has received payment of a prepetition claim later refuses to continue to supply goods or services for the applicable period in compliance with this Order, then the Debtors may declare such payments to have been unauthorized postpetition transfers under Bankruptcy Code section 549, and may take any and all appropriate steps to cause such critical vendor to repay payments made to it on account of this Order, or apply such payments as credits against any outstanding postpetition claim held by such critical vendor. Upon recovery of a payment made in respect to a critical vendor claim, such claim shall be reinstated as a claim in the amount so recovered, less the Debtors' reasonable costs of recovery.

5. The banks and financial institutions on which checks were drawn in payment of prepetition amounts to the critical vendors are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that the Debtors have sufficient funds on deposit to cover such payments.

6. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to the relief granted herein.

7. 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.

8. 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.

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

10. 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.

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

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

LIST OF CRITICAL VENDORS

Utility Provider	Service Type	Address	Amount Owed
AT&T	Telecommunications	350 N. St. Paul St. Dallas TX 75201	$2,082.98
FedEx	Shipping	PO Box 10306 Palatine, IL 60055-0306	$246.70
Henry Schein	Medical Supplier	135 Duryea Road Melville, NY 75266	$5,454.41
Pharmetric Laboratory LLC	Laboratory	11880 28th Street North Suite 210 St. Petersburg, FL 33716	$15,025.00
Tacy Medical, Inc.	Medical Supplier	2386 Shannon Road Fernandina Beach, FL 32034	$3,020.50
The UPS Store	Shipping	PO Box 7247-0244 Philadelphia, PA 19170	$120,897.40