UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
	§	
	§	

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HMP ADVISORY HOLDINGS, LLC, DBA HARNEY PARTNERS, AS FINANCIAL ADVISOR FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

IF YOU OBJECT TO THE RELIEF REQUESTED IN THIS APPLICATION, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS APPLICATION. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE DAYS FROM THE DATE YOU WERE SERVED WITH THIS APPLICATION. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEYS.

The above-captioned debtor and debtor-in-possession (the "Debtor") states the following in support of this application (the "Application"):

RELIEF REQUESTED

1. The Debtor seeks entry of an order (the "**Proposed Order**"): (a) authorizing the Debtor to employ and retain HMP Advisory Holdings, LLC, dba Harney Partners ("**HP**") as its financial advisor in accordance with the terms and conditions of the Proposed Order and that certain engagement letter dated as of May 18, 2026 (the "**Engagement Letter**"),[1] a copy of which

[1] Capitalized terms used herein but undefined have the meaning provided in the Engagement Letter.

is attached to the Proposed Order as **Exhibit 1**, (b) approving the terms of HP's employment and retention, including the fee and expense structure and the indemnification provisions set forth in the Engagement Letter, (c) waiving certain informational requirements, and (d) granting related relief. In support of the Application, the Debtor submits the declaration of Mac Rowland, a Managing Director of HP (the "**Rowland Declaration**"), which is attached hereto as **Exhibit A** and incorporated herein by reference.

BACKGROUND

2. On May 21, 2026 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief (the "**Chapter 11 Case**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). The Debtor is authorized to continue to operate its businesses and manage its property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. No trustee or examiner has been appointed in this Chapter 11 Case.

4. On June 11, 2026, the Office of the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**") appointed the Official Committee of Unsecured Creditors (the "**Committee**") [Docket No. 80].

5. A description of the Debtor's business, the reasons for commencing the chapter 11 case, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of H.H. Wommack, III in Support of Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, filed on May 21, 2026 [Docket No. 12], incorporated herein by reference.

JURISDICTION AND VENUE

6. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of Texas, dated May 24, 2012.

7. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtor confirms its consent to entry of a final order 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.

8. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

HP'S QUALIFICATIONS

9. The Debtor seeks to retain HP as its financial advisor because, among other things, HP has a strong reputation and a wealth of experience providing financial advisory and turnaround management services to debtors and creditors in financial restructuring and bankruptcy proceedings similar to this chapter 11 case. Mac Rowland, a Managing Director of HP, will oversee HP's engagement with the Debtor.

10. In connection with the performance of its duties and obligations as debtor-in-possession, the Debtor desires to employ HP because HP is a multidisciplinary financial advisory firm with leading practices in the areas of bankruptcy and financial restructuring. HP has extensive experience and knowledge in the fields of financial restructuring and turnaround services and has assisted numerous troubled companies and creditors both in workout situations and in bankruptcy proceedings. HP and its personnel are frequently engaged as estate professionals, including chief

restructuring officer, responsible party, chapter 11 trustee, chapter 11 post-confirmation trustee, financial advisor, and court-appointed receiver.

11. HP's resources, experience, and capable professionals are critical to ensuring the Debtor's successful restructuring, satisfying a critical need of the Debtor, and complementing and enhancing the services being provided by the Debtor's other retained professionals.

12. HP's representative cases include *In re Platinum Heights, LP* (Bankr. S.D. Tex. Case No. 25-90012-arp); *In re Hilltop SPV, LLC* (Bankr. W.D. Tex. Case No. 24-60308-mmp); *In re Cottonwood Financial Ltd.* (Bankr. N.D. Tex. Case No. 24-80035); *In re Catarina Construction LLC* (Bankr. W.D. Tex. Case No. 16-1209-hcm); *In re Richard Mark Phillips* (Bankr. W.D. Tex. Case No. 17-10068-tmd); *In re Mary Brenna Rylee* (Bankr. W.D. Tex. Case No. 21-10436-tmd); *In re Bentoli Inc.* (Bankr. W.D. Tex. Case No. 23-10827-smr); *In re Flix Brewhouse NM LLC* (Bankr. W.D. Tex. Case No. 21-30676-hcm); and *In re 6 to 9 Dental Texas PLLC* (Bankr. W.D. Tex. Case No. 23-51139-cag).

13. Since its retention, HP has familiarized itself with the Debtor and its business, as well as the Debtor's financial affairs, debt structure, operational needs and related matters. HP has worked closely with the Debtor's management and counsel and has familiarity with the other major stakeholders that are or will be involved in this chapter 11 case. For these reasons, the Debtor believes that HP has developed relevant experience and expertise regarding the Debtor that makes HP the best selection as the Debtor's financial advisor.

SERVICES TO BE PROVIDED TO THE DEBTOR

14. The Engagement Letter governs the relationship between the Debtor and HP. The terms and conditions of the Engagement Letter were negotiated at arm's length and in good faith between the Debtor and HP, and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Under the Engagement Letter, in consideration for the

compensation contemplated thereby, HP has provided and will provide the Debtor with the following financial advisory services, which may include but are not limited to:[2]

a. Assist the Debtor and its counsel with general matters related to a restructuring and contemplated chapter 11 proceeding, including, but not limited to, case strategy development, data gathering, financial analysis, liquidity management, operational improvement opportunities, business plan development, stakeholder communications, restructuring strategy, and related matters intended to enhance enterprise value and support the Debtor's long-term success, as needed;

b. Coordinate with the Debtor's current financial advisor and the Debtor to facilitate workstreams;

c. Review the 13-week cash flow model and monthly budget prepared by the Debtor's current advisor, validate assumptions and forecasted liquidity or profitability, prepare revised forecasts and budgets if necessary, provide weekly variance reporting and sensitivity analysis, and ensure alignment with the existing debtor-in-possession financing plan and budget, as needed;

d. Prepare forecasted creditor recovery waterfalls and liquidation analyses, including any best-interests analysis needed to support plan confirmation;

e. Assist the Debtor and its counsel with bankruptcy-required reporting and administrative matters, including Monthly Operating Reports, the Initial Debtor Interview questionnaire, the required Schedules of Assets and Liabilities, the Statement of Financial Affairs, first day motions, and preparation for the § 341 meeting of creditors;

f. Assist with claims reconciliation and objections, 502(b)(6) cap calculations and other financial analysis required for landlord negotiations, potential preference-payment calculations, stakeholder communications, and information requests from the U.S. Trustee, the Committee and other parties, as needed;

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[2] The summaries provided in this Application are provided for convenience only. In the event of any inconsistency between any summary and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter control. Capitalized terms used but not otherwise defined in the summaries of the Engagement Letter contained herein shall have the meanings ascribed to such terms in the Engagement Letter. In the event of any inconsistency between any summary and the terms and provisions of the Proposed Order, the terms of the Proposed Order shall control.

g. Review executory contracts, unexpired leases, and customer MSAs to support assumption/rejection analysis and assess go-forward profitability;

h. Assess operational performance, identify EBITDA improvement opportunities, and evaluate business segments, product lines, or customer concentrations for profitability and strategic fit;

i. Support the development of the Plan of Reorganization, including a go-forward business plan, feasibility analysis, financial projections, liquidation analysis, claims analysis and reconciliation, and other analysis, as needed;

j. Assist in the collection of accounts receivable and in vendor, contractor, or employee negotiations, as needed;

k. Maintain a data room and engagement memorandum with relevant information required to complete the Services;

l. Arrange exit and other financing as necessary, subject to a separate engagement letter with Harney Capital; and

m. Other services as may be agreed upon between HP and the Debtor.

15. The Debtor believes that HP's services will not duplicate the services provided by other professionals retained by the Debtor in this chapter 11 case. HP will use reasonable efforts to coordinate with the Debtor's other professionals to avoid any unnecessary duplication of work and services.

HP'S COMPENSATION

16. In consideration of the services to be provided by HP as financial advisor, and as more fully described in the Engagement Letter, subject to the Court's approval, the Debtor has agreed to compensate HP for its services based on (i) hours spent by HP professionals at the following hourly rates and (ii) an evergreen retainer in the amount of $50,000.00, from its available cash, consistent with other orders of the Court, including any orders authorizing use of cash collateral or postpetition financing, as follows (the "**Fee Structure**"):

President / EVP/ COO	$700 to $900 / hour
Managing Director	$550 to $750 / hour

Sr. Manager / Director	$450 to $600 / hour
Manager	$350 to $500 / hour
Sr. Consultant	$300 to $400 / hour
Support Staff	$180 to $250 / hour

These hourly rates are subject to periodic adjustment to reflect economic and other conditions. Other professionals and employees may from time to time provide services to the Debtor in connection with the matters described herein.

17. The Debtor and HP anticipate that the services provided to the Debtor initially will be provided primarily by Managing Director Mac Rowland, whose hourly rate is $600, with cost-efficient support from a Senior Manager, whose hourly rate is $500, if needed. Lou Natale, Managing Director, whose hourly rate is $600, will provide support on an as-needed basis, and Jim Harney, whose hourly rate is $800, may consult on overall strategic matters and/or discrete projects from time to time.[3]

18. Given the emergency nature of the Debtor's bankruptcy filing, HP agreed to provide financial advisory services to the Debtor conditioned upon the receipt of the evergreen retainer. The Debtor believes that providing HP with its requested evergreen retainer was reasonable and appropriate for a case of this size and given the emergency nature of the Debtor's need for a financial advisor.

19. The Debtor believes that the Fee Structure is comparable to fees generally charged by financial advisors and investment bankers of similar size and capabilities of HP in the provision of financial advisory services, both in and out of bankruptcy proceedings. The Fee Structure is

[3] Notwithstanding the foregoing, additional resources and staffing may be needed and HP shall supplement the service providers to the Debtor as necessary.

consistent with HP's typical billing practices for comparably sized and complex cases and transactions, both in and out of bankruptcy proceedings, involving the services to be provided to the Debtor. In light of the foregoing, the Debtor believes that the Fee Structure is fair, reasonable and in line with market standards, and therefore in accordance with the standards set forth in section 328(a) of the Bankruptcy Code.

RECORD KEEPING AND APPLICATIONS FOR COMPENSATION

20. HP will maintain time records in one-tenth hour (0.10) increments setting forth, in a summary format, a reasonably detailed description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtor.

21. HP will also maintain reasonably detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. HP's applications for compensation and expense reimbursement will be paid by the Debtor pursuant to the terms of the Engagement Letter and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures established by the Court.

HP'S DISINTERESTEDNESS

22. In connection with its proposed retention by the Debtor in this Chapter 11 Case, Harney undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor.

23. To the best of the Debtor's knowledge and belief, and except to the extent disclosed herein and in the Rowland Declaration, HP (i) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; and (ii) does not hold or represent any interest materially adverse to the Debtor or its estate.

24. As set forth in further detail in the Rowland Declaration, the Texas Office of the Attorney General has made an appearance in this case on behalf of the Comptroller of Public Accounts, Revenue Accounting Department, and an equity partner of Harney Partners (Greg Milligan) is married to the Managing Attorney of the Bankruptcy Regulatory Team in the Bankruptcy and Collections Division of the Office of the Texas Attorney General (Layla Milligan). The Debtor and HP do not believe that this connection constitutes an interest materially adverse to the interest of the estate or of any class of creditors or equity holders in this chapter 11 case.

25. To the extent HP discovers any material facts bearing on the matters described herein during the period of HP's retention, HP will amend and supplement the information contained in this Application and the Rowland Declaration to disclose such facts.

26. Prior to the Petition Date, HP received the $50,000 retainer from the Debtor and held any unused balance of that retainer as of the Petition Date.

27. As set forth in the Rowland Declaration, HP has not shared or agreed to share any of its compensation from the Debtor with any other person, other than as permitted by section 504 of the Bankruptcy Code. If any such agreement is entered into, HP will amend and supplement the information contained in this Application and the Rowland Declaration to disclose the terms of any such agreement.

28. No promises have been received by HP, or by any professionals engaged hereunder, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

INDEMNIFICATION

29. The Engagement Letter provides that the Debtor shall defend, indemnify and hold harmless the HP Parties to the fullest extent lawful from any and all claims, liabilities, losses, damages and expenses as incurred, related to or arising out of or in connection with HP's

engagement with the Debtor, including reasonable expenses incurred in investigating, preparing, defending or settling any related action or claim, except to the extent finally judicially determined to be due primarily to such HP Party's gross negligence or willful misconduct.

30. The Debtor and HP believe that the indemnification provisions of the Engagement Letter are customary and reasonable for a financial advisory firm such as HP, and are appropriate and customary in this jurisdiction. The terms of the Engagement Letter, including the indemnification provisions, were negotiated by the Debtor and HP at arm's length and in good faith. The Debtor submits that such provisions, viewed in conjunction with the other terms of HP's proposed retention, are reasonable and in the best interests of the Debtor, its estate and creditors in light of the fact that the Debtor requires HP's services in this chapter 11 case.

BASIS FOR RELIEF

31. The Debtor seeks authority to employ and retain HP as its financial advisor under section 327 of the Bankruptcy Code, which authorizes the employment of professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons," to assist the Debtor in carrying out its duties under title 11. 11 U.S.C. § 327(a).

32. In addition, the Debtor seeks approval of the Engagement Letter (including the Fee Structure and the indemnification, contribution, reimbursement and other related provisions) pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtor "with the court's approval, may employ or authorize the employment of a professional person under section 327. . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals, including financial advisors and chief restructuring officers on terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit

recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum Co.* (*In re Nat'l Gypsum Co.*), 123 F.3d 861 (5th Cir. 1997):

> Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants "reasonable compensation" based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted), see also *Riker, Danzig, Scherer, Hyland & Perretti LLP v. Official Comm. of Unsecured Creditors* (*In re Smart World Techs. LLC*), 383 B.R. 869, 874 (S.D.N.Y. 2008).

33. The Engagement Letter appropriately reflects (i) the nature and scope of services to be provided by HP, (ii) HP's substantial experience with respect to financial advisory services, and (iii) the hourly Fee Structure typically utilized by HP and other financial advisors in cases of this size and complexity. Accordingly, the Debtor believes that HP's retention on the terms and conditions proposed herein is appropriate.

WAIVER OF BANKRUPTCY RULES 6004(a) and 6004(h)

34. The Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

NOTICE

35. Notice of this Application will be served on any party entitled to notice pursuant to Bankruptcy Rule 2002 and any other party entitled to notice pursuant to Bankruptcy Local Rule 9013-1(d).

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order, attached as **Exhibit B** hereto, granting the relief requested herein and granting such other relief as is just and proper.

Respectfully submitted,

Dated: June 23, 2026
Los Angeles, California

LOEB & LOEB LLP

/s/ Bernard R. Given II

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Proposed Counsel to the Debtor
and Debtor in Possession

EXHIBIT A
Rowland Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
	§	
	§	

DECLARATION OF MAC ROWLAND IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HMP ADVISORY HOLDINGS, LLC, DBA HARNEY PARTNERS, AS FINANCIAL ADVISOR FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

I, Mac Rowland, declare as follows:

1. I am a Managing Director of HMP Advisory Holdings, LLC, dba Harney Partners ("**HP**") and am duly authorized to execute this declaration (the "**Declaration**") on behalf of HP. I am familiar with the matters set forth herein and, if called as a witness, I can and will testify to the contents of this Declaration.

2. I make this Declaration in support of the above-captioned debtor and debtor-in-possession's (the "**Debtor**") *Debtor's Application for Entry of an Order Authorizing the Retention and Employment of HMP Advisory Holdings, LLC, dba Harney Partners, as Financial Advisor for the Debtor and Debtor in Possession Effective Nunc Pro Tunc to the Petition Date*.[1] This Declaration is also submitted to comply with the applicable provisions of sections 327, 328(a), 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a), 2016 and 5002, and Bankruptcy Local Rules 2014-1 and 2016-1.

[1] Capitalized terms used herein but undefined have the meaning provided in the Application.

<u>HP's Qualification and Services</u>

3. HP is a multidisciplinary financial advisory firm with leading practices in the areas of bankruptcy and financial restructuring. HP has extensive experience and knowledge in the fields of financial restructuring and turnaround services and has assisted numerous troubled companies and creditors both in workout situations and in bankruptcy proceedings. HP and its personnel are frequently engaged as estate professionals, including as chief restructuring officer, responsible party, chapter 11 trustee, chapter 11 post-confirmation trustee, financial advisor, and court-appointed receiver.

4. HP's resources, experience, and capable professionals are critical to ensuring the Debtor's successful restructuring, satisfying a critical need of the Debtor, and complementing and enhancing the services being provided by the Debtor's other retained professionals.

5. As financial advisor for the Debtor, HP is providing, and will continue to provide, the Debtor with the following services:

a. Assist the Debtor and its counsel with general matters related to a restructuring and contemplated chapter 11 proceeding, including, but not limited to, case strategy development, data gathering, financial analysis, liquidity management, operational improvement opportunities, business plan development, stakeholder communications, restructuring strategy, and related matters intended to enhance enterprise value and support the Debtor's long-term success, as needed;

b. Coordinate with the Debtor's current financial advisor and the Debtor to facilitate workstreams;

c. Review the 13-week cash flow model and monthly budget prepared by the Debtor's current advisor, validate assumptions and forecasted liquidity or profitability, prepare revised forecasts and budgets if necessary, provide weekly variance reporting and sensitivity analysis, and ensure alignment with the existing debtor-in-possession financing plan and budget, as needed;

d. Prepare forecasted creditor recovery waterfalls and liquidation analyses, including any best-interests analysis needed to support plan confirmation;

e. Assist the Debtor and its counsel with bankruptcy-required reporting and administrative matters, including Monthly Operating Reports, the Initial Debtor Interview questionnaire, the required Schedules of Assets and Liabilities, the Statement of Financial Affairs, first day motions, and preparation for the § 341 meeting of creditors;

f. Assist with claims reconciliation and objections, 502(b)(6) cap calculations and other financial analysis required for landlord negotiations, potential preference-payment calculations, stakeholder communications, and information requests from the U.S. Trustee, the Committee and other parties, as needed;

g. Review executory contracts, unexpired leases, and customer MSAs to support assumption/rejection analysis and assess go-forward profitability;

h. Assess operational performance, identify EBITDA improvement opportunities, and evaluate business segments, product lines, or customer concentrations for profitability and strategic fit;

i. Support the development of the Plan of Reorganization, including a go-forward business plan, feasibility analysis, financial projections, liquidation analysis, claims analysis and reconciliation, and other analysis, as needed;

j. Assist in the collection of accounts receivable and in vendor, contractor, or employee negotiations, as needed;

k. Maintain a data room and engagement memorandum with relevant information required to complete the Services;

l. Arrange exit and other financing as necessary, subject to a separate engagement letter with Harney Capital; and

m. Other services as may be agreed upon between HP and the Debtor.

<u>HP's Compensation</u>

6. HP believes that the Fee Structure is comparable to those charged by financial advisors of similar size to HP for similar engagements. The Fee Structure is consistent with HP's customary billing practices for comparably sized and complex engagements. HP's financial advisory skills and expertise were important factors in determining the Fee Structure. The Debtor and HP negotiated the Fee Structure in good faith and at arm's length. I believe that the Fee Structure is fair, reasonable, and in line with the current market for the services to be provided to

the Debtor and that the Fee Structure meets the standards set forth in section 328(a) of the Bankruptcy Code.

HP's Disinterestedness

7. In connection with our proposed retention by the Debtor in this chapter 11 case, we undertook to determine whether we have any conflicts or other relationships that might cause HP not to be disinterested or to hold or represent an interest adverse to the Debtor. Harney reviewed a list of the interested persons and entities in the categories described immediately below. Harney ran the list of the Parties-in-Interest through its conflicts system:

- the Debtor;
- the Debtor's equity holders;
- the Debtor's directors;
- the Debtor's secured and unsecured creditors; and
- other parties in interest.

8. To determine Harney Partners' relationship with parties in interest in this chapter 11 case, Harney Partners researched the client databases maintained by Harney Partners to determine whether it has any relationships with the entities (each, an "**Interested Party**," and collectively, the "**Interested Parties**") that were identified to Harney Partners by the Debtor.

9. The review of the Interested Parties described herein was conducted by HP by checking its internal client databases. It is my understanding that the overall design and implementation of HP's current procedures provide a reasonable level of comfort to HP that relationships and potential conflicts will be identified and were identified. Continued inquiry will be made following the filing of this Declaration by undertaking the same procedures described

herein on a periodic basis, with additional disclosures to be filed in this Court if necessary or otherwise appropriate.

10. Given the number of Interested Parties, notwithstanding the aforementioned procedures it is impossible to determine that absolutely every connection has been discovered and disclosed.

11. Members or certain employees of HP may have connections with Interested Parties or persons who are beneficial owners, affiliates, equity holders and/or sponsors of certain Interested Parties, persons whose beneficial owners, affiliates, equity holders and/or sponsors are Interested Parties, and persons who otherwise have connections with certain Interested Parties. Furthermore, the Debtor may have had, or currently has, customers, creditors, lenders, equity owners, competitors, and other parties with whom it maintains business relationships that are parties in interest (but are not listed as Interested Parties), and with whom HP may have had, or may currently or in the future have, connections. In addition, new parties may become parties in interest and HP may have had, or may currently or in the future have, connections with such new parties in interest.

12. To the best of my knowledge and belief, other than as declared in this Declaration, neither HP nor I hold or represent any interest materially adverse to the Debtor or its estate.

13. In addition, other than as disclosed in this Declaration, I do not believe that any connection HP may have with any Interested Party in connection with any unrelated matter constitutes an interest materially adverse to the interest of the estate or of any class of creditors or equity holders in this chapter 11 case.

14. In addition, other than as disclosed in this Declaration, I do not believe that any other HP professional is related to any United States Bankruptcy Judge for this District or known employee in the United States Trustee's Office for this District.

15. The Texas Office of the Attorney General has made an appearance in this case on behalf of the Comptroller of Public Accounts, Revenue Accounting Department. An equity partner of Harney Partners (Greg Milligan) is married to the Managing Attorney of the Bankruptcy Regulatory Team in the Bankruptcy and Collections Division of the Office of the Texas Attorney General (Layla Milligan).

16. Based on all of the foregoing, I believe that HP is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

17. To the extent HP discovers any material facts bearing on the matters described herein during the period of HP's retention, HP will amend and supplement the information contained in the Application and this Declaration to disclose such facts.

18. Prior to the Petition Date, HP received the $50,000 retainer from the Debtor and is holding any unused balance of that retainer as of the Petition Date.

19. HP has not shared or agreed to share any of its compensation from the Debtor with any other person, other than as permitted by section 504 of the Bankruptcy Code. If any such agreement is entered into, HP has undertaken to amend and supplement the information contained in the Application and this Declaration to disclose the terms of any such agreement.

20. No promises have been received by HP, or by any professionals engaged hereunder, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

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

Dated: June 22, 2026
Houston, Texas

Mac Rowland

Mac Rowland

<u>Exhibit B</u>

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
Warrior Technologies, LLC	§	Case No. 26-33562 (ARP)
	§	
Debtor.	§	Chapter 11
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ORDER APPROVING DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HMP ADVISORY HOLDINGS, LLC, DBA HARNEY PARTNERS, AS FINANCIAL ADVISOR FOR THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the "**Application**")[1] of the above-captioned debtor and debtor-in-possession (the "**Debtor**") for entry of an order (this "**Order**") and the Declaration of Mac Rowland (the "**Rowland Declaration**") submitted in support of the Application, the Court hereby finds that based upon the representations made in the Application and Rowland Declaration: (i) HP does not represent any interests adverse to the Debtor's estate or its creditors with respect to the matter upon which it is to be engaged; (ii) HP is a "disinterested person" as that term is defined under section 101(14) of the Bankruptcy Code, and as provided and disclosed in the Application and the Rowland Declaration; (iii) the employment of HP is necessary and is in the best interests of the Debtor's estate; and (iv) the Application should be GRANTED. It is therefore hereby **ORDERED** that:

1. The terms of the Engagement Letter, including, without limitation, the compensation provisions and the indemnification provisions, as modified by this Order, are

[1] Capitalized terms used herein but undefined have the meaning provided in the Application.

reasonable terms and conditions of employment and are hereby approved as set forth herein; provided, however, that nothing in this Order shall constitute any findings regarding, or the approval of or any determination with respect to, the reasonableness of compensation sought in any fee applications.

2. Notwithstanding the terms of the Engagement Letter, in accordance with sections 327(a) and 328 of the Bankruptcy Code, the Debtor is authorized to employ and retain HP as Financial Advisor for the Debtor *nunc pro tunc* to the Petition Date in accordance with the terms and conditions set forth in the Engagement Letter, as modified by this Order.

3. Notwithstanding the terms of the Engagement Letter, HP is authorized to maintain an evergreen retainer in the amount of $50,000 from the Debtor's available cash, subject to any orders authorizing use of cash collateral or postpetition financing. HP shall file fee applications for interim and final allowance of hourly compensation and reimbursement of expenses incurred in connection with the professional services performed for the Debtor in this Chapter 11 Case in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, Bankruptcy Local Rules, Complex Case Procedures, and any applicable orders and procedures of this Court. For billing purposes, the HP professionals providing services to the Debtor shall keep their time in one tenth (1/10) hour increments.

4. In the event that, during the pendency of the chapter 11 case, HP seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in HP's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules, and shall be subject to approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327; provided, however, that HP

shall not seek reimbursement from the Debtor's estate for any fees incurred in defending any of its fee applications in the Chapter 11 Case.

5. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Rowland Declaration:

a. In the event the Debtor seeks to have HP professionals assume executive officer positions that are different than the position(s) disclosed in the Application or Engagement Letter, or to materially change the terms of the engagement by either: (i) materially modifying the functions of personnel, (ii) adding executive officers, or (iii) altering or expanding the scope of the Engagement Letter, as modified by this Order, a motion to modify the retention shall be filed with the Court;

b. HP and its affiliates shall not act in any other capacity except as described in the Application and the Engagement Letter in connection with the Chapter 11 Case, including, without limitation, as an investor or asset purchaser;

c. For a period of three (3) years after the conclusion of the engagement, HP shall not make any investments in the Debtor or the Reorganized Debtor, as applicable;

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

6. The following indemnification procedures are approved for HP's professionals during the pendency of the chapter 11 case:

a. Subject to the limitations in subparagraph (c) below, HP shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;

b. The Debtor shall have no obligation to indemnify HP, or provide contribution or reimbursement to HP, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from HP's gross negligence, willful misconduct, fraud, breach of fiduciary duty, if any, bad faith or self-dealing; or (ii) settled prior to a judicial determination as to HP's gross negligence, willful misconduct, breach of fiduciary duty, if any, or bad faith or self-dealing but determined by this Court, after notice and hearing to be a claim or expense for which HP should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order; and

c. If, before the earlier of (i) the entry of an order confirming the plan in the Chapter 11 Case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Case, HP believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation, the advancement of defense costs, HP must file an application with the Court, and the Debtor may not pay any such amounts to HP before the entry of an order by this Court approving the payment. This subparagraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by HP for indemnification, contribution, and/or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify HP. All parties in interest shall retain the right to object to any demand by HP for indemnification, contribution, and/or reimbursement.

7. Notwithstanding anything to the contrary in the Application or Engagement Letter, to the extent HP uses the services of third-party contractors or subcontractors (the "**Contractors**") in this chapter 11 case, HP shall: (a) pass through the cost of contractors to the Debtor at the same rate that HP pays the Contractors; (b) with respect to costs incurred by the Contractors, seek reimbursement for actual, reasonable, and documented costs only; (c) ensure that the Contractors are subject to the same conflict checks as were required for HP in connection with the chapter 11 case; and (d) file with the Court such disclosures as required by Bankruptcy Rule 2014.

8. HP shall provide ten (10) business days' notice to the Debtor, the U.S. Trustee, and any statutory committee appointed in the chapter 11 case before any increases in the hourly rates set forth in the Application or the Engagement Letter are charged to the Debtor. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

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

10. HP shall make a reasonable effort to comply with the U.S. Trustee's requests for additional information and documentation.

11. Absent further order of the Court, HP shall not be entitled to reimbursement for fees and expenses in connection with the defense of any objection to its fees.

12. To the extent of any inconsistency among the Application, the Engagement Letter and the Rowland Declaration, on the one hand, and this Order, on the other hand, the terms of this Order shall control.

13. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtor is authorized to take all action necessary to effectuate the relief granted in this Order in accordance with the Application.

15. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ___________

____
HON. ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

HARNEY PARTNERS
Resourceful. Respected. Results.

PERSONAL & CONFIDENTIAL

May 18, 2026

Tripp Wommack
CEO
Warrior Technologies, LLC
400 W. Illinois, Suite 950
Midland, TX 79701

Dear Tripp:

Thank you for selecting **HMP Advisory Holdings, LLC, dba Harney Partners** ("HP") to provide financial advisory services to Warrior Technologies, LLC ("Client") as outlined below. This letter agreement ("Agreement") will confirm Client's agreement to engage HP for this purpose according to the terms set forth below.

SERVICES AND SCOPE

As requested by Client and agreed to by HP, HP will provide Client with financial advisory services (the "Services"), which may include but are not limited to the following:

> Harney Partners shall act as turnaround advisor to the Company in connection with its restructuring and emergence from bankruptcy proceedings, including advising on liquidity management, operational improvement opportunities, business plan development, stakeholder communications, restructuring strategy, and related matters intended to enhance enterprise value and support the Company's long-term success.

1. **At filing**
   a. Coordinate with current FA and Company to facilitate work streams.

2. **Financial Forecasts and Budget**
   a. Review the 13-week cash flow model prepared by current advisor to validate assumptions and forecasted liquidity. If necessary, prepare a revised 13-week cash flow model including weekly variance reporting and sensitivity analysis.
   b. Review the monthly budget prepared by current advisor to validate assumptions and forecasted profitability. If necessary, prepare a monthly three-statement budget.
   c. Ensure alignment of 13-week cash flow and monthly three-statement budget with existing DIP plan/budget, adjust if necessary.
   d. Prepare forecasted creditor recovery waterfall.
   e. Prepare liquidation analysis (best interests test) to support plan confirmation.

3. **Bankruptcy Reporting, Administrative, and Miscellaneous (as necessary)**
    a. Prepare or assist in the preparation of the Chapter 11 Voluntary Petition, Schedules of Assets and Liabilities, (A-H), Statement of Financial Affairs (SOFA), and first day motions.
    b. Assist Client and counsel in the completion of the Initial Debtor Interview questionnaire, and assist Client in preparing for the §341 meeting of creditors.
    c. Prepare Monthly Operating Reports (MOR).
    d. Assist with claims reconciliation and objection process.
    e. Calculate 502(b)(6) caps and other financial analysis required for landlord negotiations.
    f. Calculate potential preference payments. Assist with stakeholder communications (lenders, UCC, vendors, employees) as needed.
    g. Assist counsel with information requests from the U.S. Trustee, UCC, and other parties as required.
    h. Review executory contracts, unexpired leases, and customer MSAs to support assumption/rejection analysis and assess go-forward profitability.
    i. Support the development of the Plan of Reorganization, including liquidation analysis.

4. **Operational/Business Review**
    a. Assess operational performance and identify EBITDA improvement opportunities (cost rationalization, pricing, footprint, headcount).
    b. Evaluate business segments, product lines, or customer concentrations for profitability and strategic fit.
    c. Support development of the plan of reorganization, including go-forward business plan and feasibility analysis.
    d. Assist in collection of Accounts Receivable, vendor, contractor, or employee negotiations as needed.

5. Harney Capital
    a. Arrange exit and other financing as necessary; subject to separate engagement letter with Harney Capital.

To ensure we have the information we need throughout the engagement, a portion of our billable efforts will be dedicated, both at the outset and throughout the engagement, to maintaining a data room and engagement memorandum with relevant information required to complete the Services. These materials will serve as an important resource throughout the engagement and are key to achieving the best possible results.

The scope outlined in this letter assumes that HP receives necessary information from the Client team on a timely basis. Delays in providing information could affect the timelines and/or HP's ability to achieve the scope.

APPLICATION FOR EMPLOYMENT

It is expected that Client will commence a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Client shall, as promptly as practicable following the filing of the petition, file an application (the "Retention Application") with the bankruptcy court (the "Court") seeking authorization to employ and retain HP as a financial advisor pursuant to section 327(a) or 328(a) and 1107 of the Bankruptcy Code, nunc pro tunc to the petition date or such earlier date as the Court may authorize, on the terms and conditions set forth in this Agreement.

This engagement in all respects is subject to the approval of the Bankruptcy Court.

FEES

Our standard hourly rates for HP professionals are:

President / EVP/ COO	$700 to $900 / hour
Managing Director	$550 to $750 / hour
Sr. Manager / Director	$450 to $600 / hour
Manager	$350 to $500 / hour
Sr. Consultant	$300 to $400 / hour
Support Staff	$180 to $250 / hour

In this matter, it is understood that HP may need to draw upon a pool of talent to address specific Client needs.

Initially, we anticipate that *Mac Rowland, Managing Director ($600/hr.)* will oversee the engagement and deliver the Services with cost-efficient support from a Senior Manager ($500/hr.) if needed. *Lou Natale, Managing Director ($600/hr.)* will provide support on an as needed basis. *Jim Harney ($800/hr.)* may consult on overall strategic matters and/or discrete projects from time to time. As necessary and cost-efficient, other HP professionals may be brought in to assist with the Services at the above rates.

HP determines additional staff rates based upon all relevant factors, which might include, for example, that staff's education, experience, or expertise within an industry. Because these factors may evolve over time, HP may modify its hourly rate from time to time, but no more often than every 6 months.

RETAINER

We will require an "evergreen" retainer in the amount of *$50,000,* which is due via ACH or wire transfer upon execution of this agreement. At the end of the engagement, any retainer amounts remaining after all charges of HP have been satisfied will be refunded to the Client.

BILLING

HP shall invoice Client on a weekly basis for its professional services based upon the hourly rates set forth above. Because it is expected that Client will be commencing a Chapter 11 case, payment for such invoices shall be due within three business days of approval by the bankruptcy court where the Chapter 11 case is pending.

ADDITIONAL TERMS

This Agreement incorporates the Standard Terms and Conditions set forth in the attached *Exhibit A.*

APPROVAL

If this letter accurately represents the agreement between the parties, please sign as indicated below and return a PDF copy to jharney@harneypartners.com.

Sincerely,

James E Harney

James Harney
President

ACCEPTED AND AGREED

WARRIOR TECHNOLOGIES, LLC

Name: Tripp Womack

Title: CEO

Date: May 18, 2026

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. **Services**:

HMP Advisory Holdings, LLC, dba Harney Partners ("HP") will use reasonable efforts to perform the agreed-upon Services more fully described in the engagement letter ("Letter") to which these Standard Terms and Conditions are attached as ***Exhibit A***. It is understood and agreed that the Services to be provided by HP will encompass all services normally and reasonably associated with this type of engagement. The Client will provide HP with all resources (physical and human) reasonably requested by HP to enable HP to perform the Services.

2. **Access to Client Personnel and Information and Client Representation Concerning Information Provided to HP**:

   A. In order to facilitate HP providing Client with the best level of service, Client shall timely disclose all pertinent material developments and information to HP.

   B. The Client will provide HP with full access to all Client books and records. Client authorizes HP directly to contact Client personnel, consultants, agents, and other representatives (including those of the Client's attorneys subject to such safeguards as may be necessary to preserve applicable attorney-client privileged communications), and third parties as deemed necessary by HP in its sole business judgment regarding matters relevant to the Services.

   C. The Client recognizes and confirms that, in acting pursuant to this engagement, HP will be using information in reports and other information provided by others, including, without limitation, information provided by or on behalf of the Client and other third parties. HP does not assume responsibility for and may rely, without independent verification, on the accuracy and completeness of any such reports and information. The Client also represents and warrants to HP that except as disclosed to HP in writing, all information provided or made available to HP by the Client, its' directors, officers, employees, representatives, attorneys and agents at any time shall (to the best of the Client's knowledge: i) be complete and correct in all material respects, and ii) not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements not misleading in light of the circumstances under which such statements are made. Client agrees that it shall notify HP if it learns subsequently that any information provided or made available to HP in accordance with this Agreement is incorrect, inaccurate, or otherwise should not be relied upon.

The Services to the Client under this Agreement may include the preparation of recommendations, projections, and other forward-looking statements. The Client acknowledges that forward-looking statements are subject to risks and uncertainties, and that numerous factors may cause Client's actual financial and operational results to differ materially from those contained in such recommendations, projections and other forward-looking statements. The Client acknowledges that in rendering its services under this Agreement, HP will be using and relying upon the information provided by Client, its directors, officers, employees, representatives and agents. The Client agrees that HP shall have no duty to verify independently the reliability, accuracy or completeness of such information. The Client also agrees that HP shall incur no liability to the Client or any individual or other entity that may arise if any such information proves to be unreliable, inaccurate or incomplete.

3. **Fees and Expenses**:

A. HP will send invoices to Client for all fees and expenses weekly or as otherwise set forth in the Letter. For all post-petition work, Client will make a DIP loan draw request in the amount of the weekly invoice and such amounts shall be held in a professional fee escrow. Client will pay to HP the amounts charged in the weekly invoices – via wire transfer or ACH – upon approval by the Bankruptcy Court from the professional fee escrow. Payment of HP's invoices shall be subject to the Bankruptcy Code, the Bankruptcy Rules, the US Trustee Professional Fee Guidelines, and any fee procedures orders entered in the Bankruptcy Case. Expenses incurred by HP on behalf of the Client will be invoiced at the actual amount incurred and not marked up. All invoices are due upon approval by the Bankruptcy Court via ACH or wire transfer. All out-of-town travel time will be billed at 50% of such HP professional's applicable hourly billing rate, and Client will pay to HP the amounts charged therein via wire transfer or ACH from the professional fee escrow upon approval by the Bankruptcy. Expenses incurred by HP on behalf of the Client will be invoiced at the actual amount incurred and not marked up. HP charges for travel time during normal business hours at our applicable hourly rates. Outside normal business hours we charge one-half our applicable hourly rates unless the member of HP is able to work while traveling. If the member of HP works on your behalf while traveling, you will be charged our applicable hourly rates during such time, regardless of the time of travel. If the member of HP works on other clients' matters while traveling, you will not be charged for time during which the member of HP worked for other clients.

B. In the event HP is requested or authorized by the Client or is required by government regulation, subpoena, or other legal process, to produce HP's documents or HP's members, employees, agents, contractors, or representatives to prepare for and serve as witnesses with respect to HP's services for the Client, including without limitation in connection with HP being named as a party in any legal proceeding related to or arising out of or in connection with this engagement, the Client will reimburse HP for its professional time and expenses at the current rates in effect at such time; and if such professional time and expenses are incurred following the conclusion of the engagement, the Client will reimburse HP for its professional time and expenses at its Standard Rates in effect at such time.

4. **No Third-Party Beneficiaries:**

The Client acknowledges that all information, whether written or oral, created, prepared, or compiled by HP in connection with this Agreement (the "HP Information") is intended solely for the benefit and use of the Client; provided however, HP acknowledges and agrees that Client may utilize HP Information in negotiations with Client's creditors, including its secured lenders, after consultation with HP to determine that the HP Information is in an appropriate form for such use. No other individual or entity shall be entitled to rely on such information for any purpose without the written consent of HP. Other than as noted above, Client agrees that such information shall not be reproduced, disseminated, quoted or referred to at any time or in any manner other than to the Client's board of directors/trustees, officers, employees, representatives, attorneys, and other agents who have a need to receive such information, without HP's prior written consent. Without limiting the foregoing, the Client shall not (and shall not authorize any other individual or entity to) use HP's name or make available to third parties any HP Information for any reason, including obtaining or extending credit, offering or selling securities or other assets, or in any representations to third parties, without HP's prior written consent. It is also expressly agreed that notwithstanding the above restrictions upon the Client's dissemination and use of HP Information, HP shall have no responsibility or liability relating directly or indirectly to such disclosure (whether authorized or unauthorized) by the Client concerning the HP Information. The foregoing provisions shall not be construed or interpreted to prohibit references to HP's engagement under this Agreement in required public filings or court documents.

5. **Termination:**

Unless otherwise specified in this Agreement, the engagement can be terminated by either party effective upon one-week written notice to the other party, provided that upon any such termination by the Client, the Client pays to HP all amounts due and owing hereunder prior to the effective date of termination. Either party shall have the right to terminate this engagement immediately if the other party materially breaches this agreement. The terms of this Exhibit A shall survive any termination or expiration of this Agreement or the engagement.

6. **Independent Contractor**:

A. HP is an independent contractor under this Agreement, and accordingly, this Agreement shall not be an employment agreement. No one on behalf of any HP Party (as defined below), nor any employees, agents, or independent contractors thereof, shall be considered to be a director, officer, member, manager, partner, control person, employee, representative, agent, or insider of the Client, unless expressly agreed to in a writing signed by both Client and HP. As an independent contractor, HP will have exclusive control over the management and operation of HP, including hiring and paying the wages or other compensation of its personnel. Unless expressly provided otherwise in this Agreement, HP personnel that provide services to the Client under this Agreement may also provide services to other HP clients (past, present or future) in connection with unrelated matters. In addition, HP may utilize the services of qualified project employers, to assist HP with its performance of its services pursuant to this Agreement.

B. In rendering its services to Client hereunder HP (i) is not assuming any responsibility for the Client’s underlying business decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any transaction and (ii) shall not make decisions on behalf of or instead of the Client; and the management and decision making of the Client shall, at all times, remain with the board of directors or managers of the Client and its equity owners in accordance with their independent business judgment. HP and Client confirm that each will rely on its own counsel, accountants and other similar expert advisors for legal, accounting, tax and other similar advice.

7. **No Fiduciary Relationship:**

Nothing in this Agreement is intended to create, or shall be deemed or construed to create a fiduciary relationship between: (a) the Client, including without limitation, the Client's directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, agents, or creditors, on the one hand: and (b) HP, HP's affiliates, and the respective directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, independent contractors, attorneys, agents, successors or assigns of HP or HP affiliates (all of the foregoing in this subpart (b) collectively include HP itself, the "HP Parties," and each a "HP Party") on the other hand.

8. **Limitation of Liability:**

Even if the remedies provided for in this agreement fail of their essential purpose and even if HP has been advised of the possibility of the following damages, in no event shall any HP Party be liable to Client or to any other person or entity, under any equitable, common law, contractual, statutory, or other theory, for (i) any incidental, special, consequential, indirect, or punitive damages, (ii) any damages measured by lost profits, opportunities or goodwill, or (iii) any damages in excess of the fees paid by Client to HP during the six-month period immediately preceding HP's actual receipt of Client's first express, written assertion of such claim.

9. **Indemnification:**

As part of the consideration for the agreement of HP to furnish its personnel and services pursuant to this Agreement, Client agrees to defend, indemnify and hold harmless the HP Parties to the fullest extent lawful from any and all claims, liabilities, losses, damages and expenses (or actions in respect thereof), as incurred, related to or arising out of or in connection with this engagement, including, without limitation, any and all of such HP Parties' reasonable expenses incurred in connection with investigating, preparing, defending or settling any action or claim arising from or relating to such liabilities, including all of such HP Parties' reasonable legal fees and expenses; provided, however, that Client shall not be responsible for any losses, claims, damages, liabilities or expenses of any HP Party to the extent, and only to the extent, that it is finally judicially determined that they are due primarily to such HP Party's gross negligence or willful misconduct. The defense, indemnity and expense reimbursement obligations set forth herein (i) shall be in addition to any liability Client may have to HP at common law or otherwise, (ii) shall survive the expiration of HP's engagement hereunder, (iii) shall apply to any modification of HP's engagement hereunder and shall remain in full force and effect following the completion or termination of the engagement as amended or modified, and (iv) shall be binding on any successor or assign of Client and its successors or assigns.

10. **Non-Solicitation:**

Unless otherwise set forth in this Agreement, during the term of this engagement and for 12 months thereafter, Client and any of its affiliated companies agree not to solicit any HP Party without HP's prior written consent, and HP agrees not to solicit Client's employees without Client's prior written consent. If an employee (or in the case of HP, any HP Party) of one party (the "First Employer") becomes employed or contracted by the other party (the "Second Employer"), and 180 days have not elapsed since such employee (or Affiliate) was last employed by or provided services as a contractor to the First Employer, then the Second Employer shall be conclusively deemed to have breached its obligations under this section. As liquidated damages for such a breach, the Second Employer shall pay the First Employer an amount equal to forty percent (40%) of the total cash compensation reasonably anticipated to be paid by the Second Employer to such employee or contractor during the first year of such employment or contract relationship with the Second Employer. For purposes of this calculation, the parties agree that such payment shall be due within 30 days after such employment or contract relationship commences, and to conclusively assume that all base salary, discretionary bonuses (in the targeted amount), contract payments (based on reasonable estimates of hours worked or jobs performed), commissions (based on reasonable performance), and other amounts are earned and paid for one entire year, without regard to whether any component of such compensation is discretionary or whether such employment or contract relationship is at will or for a definite term less than one year.

11. **Trademark License**:

HP shall have the right, during the term of this agreement and thereafter, to disclose Client's relationship as a Client or former Client of HP and to use Client's trade names, trademarks, service marks and logos (collectively, "Client's Marks") for that purpose in any medium. HP shall use Client's Marks in accordance with any commercially reasonable written trademark usage policies provided by Client to HP from time to time. Nothing herein shall affect Client's ownership of Client's Marks.

12. **Governing Law; Venue; Arbitration; Attorney's Fees**:

This agreement shall be construed in accordance with the laws of the State of ILLINOIS (except its conflicts of laws principles). The exclusive venue to resolve any dispute related in any way to this agreement or the services provided or to be provided by HP to Client shall lie in COOK COUNTY, ILLINOIS. Any dispute related in any way to this agreement shall be resolved by binding arbitration under the Commercial Rules of the American Arbitration Association (except to the extent they conflict with this agreement). The prevailing party in any dispute related in any way to this agreement shall be entitled to recover his, her or its reasonable attorney's fees and reasonable out-of-pocket expenses incurred in the prosecution or defense of claims in such dispute. In the event arbitration is unavailable to resolve a dispute, HP and Client hereby waive any right to a trial by jury with respect to any action or proceeding arising in connection with or as a result of the engagement provided for in this Agreement.

13. **Miscellaneous**:

If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, in whole or part, the remaining terms, provisions, covenants and restrictions contained in this Agreement shall remain in effect. Amounts past due under this Agreement shall accrue interest at the rate of 18% per year, or the maximum rate allowed by law, whichever is less. Client shall pay (or if HP pays, reimburse HP for) any applicable sales, use or similar tax imposed in connection with any sale of goods or services by HP to Client. This Agreement supersedes any prior agreement, understanding, or representation between HP and Client, and can only be modified by a written document signed by both HP and Client.

CERTIFICATE OF SERVICE

I hereby certify that on June 23, 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.

Dated: Los Angeles, California
June 23, 2026

/s/ *Bernard R. Given, II*
BERNARD R. GIVEN, II