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

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

APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (A) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN LAIN, FAULKNER & CO., P.C. AS FINANCIAL ADVISOR FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE; AND (B) GRANTING RELATED RELIEF

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

SynergenX Legacy Holdings, LLC and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the "**Debtors**"), respectfully state as follows in support of this application (this "**Application**"):

RELIEF REQUESTED

1. By this Application, and pursuant to sections 327(a), 328(a), and 1107 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Bankruptcy Local Rules**"), and the

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

Procedures for Complex Cases in the Southern District of Texas (the "**Complex Case Procedures**"), the Debtors seek entry of an order (the "**Proposed Order**"), substantially in the form attached hereto, (a) authorizing the Debtors to employ and retain Lain, Faulkner & Co., P.C. ("**LainFaulkner**") as financial advisor pursuant to the terms of the engagement letter by and among the Debtors and LainFaulkner, dated as of July 2, 2026 (the "**Engagement Letter**"), effective as of the Petition Date (as defined below) and (b) granting related relief.[2] In support of this Application, the Debtors rely upon the *Declaration of Jason Rae in Support of the Application of Debtors for Entry of an Order (A) Authorizing the Debtors to Employ and Retain Lain, Faulkner & Co., P.C. as Financial Advisor Effective as of the Petition Date; and (B) Granting Related Relief* (the "**Rae Declaration**"), a copy of which is attached hereto as **Exhibit A**.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper under 28 U.S.C. § 1408.

BACKGROUND

3. On July 2, 2026 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made

[2] A copy of the Engagement Letter is attached to the Rae Declaration (as defined below) as **Exhibit 1** and incorporated herein by reference. Further, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Engagement Letter.

in these Chapter 11 Cases, and no official committee of unsecured creditors has been appointed in the Chapter 11 Cases.

4. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Bankruptcy Rules and Rule 1015-1 of the Bankruptcy Local Rules.

5. Additional factual background regarding the Debtors, including their businesses, operations, their corporate and capital structure, and the events leading to the filing of 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**") [Docket No. 9].

LAINFAULKNER'S QUALIFICATIONS

6. LainFaulkner is a business advisory, interim management, accounting and financial services firm whose professionals have a wealth of experience in providing accounting and financial and enjoy an excellent reputation for services they have rendered on behalf of debtors and creditors throughout the United States. The LainFaulkner team is comprised of advisors with proven skills necessary to identify, preserve, and create value in the most challenging and complex situations.

7. LainFaulkner's professionals have extensive experience across a wide range of industries. The Debtors selected LainFaulkner because of LainFaulkner's reputation and extensive experience and knowledge in the fields of accountancy, financial reporting, and business restructuring. Indeed, LainFaulkner professionals collectively have more than 200 years of experience in bankruptcy and restructuring services. All of LainFaulkner's directors are certified public accountants, and each brings a rich and varied experience to the table and therefore offers valuable perspective.

8. The Debtors also understand that LainFaulkner has extensive other experience of financial advisory of chapter 11 debtors, including assistance with formulation and review of plans

of reorganization, as well as cash management, financial modeling, covenant compliance review, forensic accounting investigations, preference and fraudulent transfer analysis, claims analysis, valuation analysis, and commercial damage analysis.

9. Accordingly, LainFaulkner has significant relevant work experience regarding the Debtors that will assist in providing effective and efficient services in the Chapter 11 Cases. Should the retention of LainFaulkner be approved, LainFaulkner will provide services to the Debtors in accordance with the Engagement Letter and applicable orders of the Court. The LainFaulkner professionals will work closely with the Debtors' management and other professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, LainFaulkner is well-qualified to provide services to and represent the Debtors' interests in the Chapter 11 Cases.

10. The Debtors submit that the retention of LainFaulkner, on the terms and conditions set forth in the Engagement Letter and herein are necessary and appropriate, in the best interests of the Debtors' estates, and all parties in interest, and should be granted in all respects.

SERVICES TO BE RENDERED

11. On July 2, 2026, the Debtors and LainFaulkner entered into that certain engagement agreement (the "**Engagement Letter**"). Under the Engagement Letter, LainFaulkner agreed to provide certain restructuring and financial advisory services to the Debtors. Generally, LainFaulkner will perform activities and services to assist the Debtors throughout the chapter 11 process. Working collaboratively with the Debtors' senior management team, chief executive officer, chief financial officer, and other professionals, LainFaulkner will assist the Debtors in compliance with chapter 11 reporting requirements, in addition to providing strategic and tactical support as requested by the Debtors' or their counsel. The LainFaulkner professionals may provide the following services:

- Assist the Client with preparation of accounting and financial related bankruptcy required reporting including the Statements of Financial Affairs, Schedules of Assets/Liabilities and Monthly Operating Reports;
- Assist with the preparation of budgets, variance reports and forecasting as needed[3];
- Analyze financial data and other information exchanged between the Debtors and their creditors, any regulatory agencies, consultants, prospective investors/purchasers or other third parties, as may be necessary or appropriate; and
- Perform all other financial and accounting services and provide all other financial advice as Client may specifically request in writing and as are reasonably related to the contemplated restructuring or Chapter 11 cases.

NO DUPLICATION OF SERVICES

12. LainFaulkner understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The services provided by LainFaulkner are intended to complement, not duplicate, the services to be rendered by any other professional retained in the Chapter 11 Cases. The Debtors and LainFaulkner are mindful of the need to avoid duplication of services and appropriate procedures have been implemented to ensure that there is no such duplication.

TERMS OF RETENTION

13. LainFaulkner's decision to accept this engagement is conditioned upon its ability to be retained and paid by the Debtors in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in the Engagement Letter (the "**Fee and Expense Structure**").

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[3] LainFaulkner shall only assist with this work under the direction of the Debtors or Debtors' counsel, being cognizant FTI Consulting is also retained as the present primary source of this assistance and the need to avoid duplication of work.

14. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, the Debtors may retain LainFaulkner on reasonable terms and conditions. The terms and conditions set forth in the Engagement Letter, which are similar to the terms and conditions LainFaulkner offers to similar clients for similar services, are reasonable.

15. LainFaulkner's current standard hourly rates, which are subject to periodic adjustments, are as follows:

Title	Hourly Rate
Directors	$440 - $540
Accounting Professionals	$210 - $350
Staff Accountants	$270 - $295
Clerical and Bookkeepers	$95 - $145

16. LainFaulkner reviews and revises its billing rates periodically. LainFaulkner has agreed to provide ten (10) days' notice to the Debtors, the United States Trustee for Region 7 (the "**U.S. Trustee**"), and any statutory committee appointed in the Chapter 11 Cases before any increases in the hourly rates set forth in this Application or the Engagement Letter are charged to the Debtors.

17. The LainFaulkner professionals will maintain records in support of any fees in one-tenth (0.10) of an hour increments. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors. LainFaulkner's applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by this Court, pursuant to an interim compensation order or otherwise.[4]

18. To the extent LainFaulkner uses the services of independent contractors (the "**Contractors**") in the Chapter 11 Cases, LainFaulkner shall (a) pass through the cost of such Contractors to the Debtors at the same rate that LainFaulkner pays the Contractors, (b) seek reimbursement for actual costs only, (c) ensure that the Contractors are subject to the same conflict checks as required for LainFaulkner, and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

19. In addition to compensation for professional services rendered by LainFaulkner Professionals, LainFaulkner will seek reimbursement for reasonable, necessary, and documented out-of- pocket expenses incurred in connection with the Chapter 11 Cases.

20. The Debtors understand that LainFaulkner intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases consistent with the Fee and Expense Structure, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of this Court – both in connection with this Application and the interim and final fee applications to be filed by LainFaulkner in the Chapter 11 Cases.

21. To the best of the Debtors' knowledge, there is no agreement or understanding between LainFaulkner and any nonaffiliated person or entity for sharing compensation received, or to be received, for services rendered in connection with the Chapter 11 Cases. The Fee and Expense Structure is consistent with, and typical of compensation arrangements entered into by, LainFaulkner and other comparable firms that render similar services under similar circumstances. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate LainFaulkner fairly for its work and to cover fixed and routine overhead expenses.

22. Thus, the Debtors submit that the Fee and Expense Structure is fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

23. Pursuant to the Engagement Letter, the Debtors paid $50,000.00 to LainFaulkner, of which LainFaulkner currently holds $50,000.00 "on account" to be applied to LainFaulkner's professional fees, charges, and disbursements (including estimates of the foregoing) for the term of the Engagement Letter (the "**Cash on Account**"). The Debtors do not owe LainFaulkner any sums for prepetition services.

LAINFAULKNER'S DISINTERESTEDNESS

24. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Rae Declaration, LainFaulkner (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed by the U.S. Trustee; and (c) does not hold any interest adverse to the Debtors' estates.

25. As set forth in further detail in the Rae Declaration, LainFaulkner has no connections with creditors, equity security holders, and other parties in interest in the Chapter 11 Cases.

26. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of LainFaulkner's retention are discovered or arise, LainFaulkner will file a supplemental declaration pursuant to Bankruptcy Rule 2014.

INDEMNIFICATION

27. The Engagement Letter contains standard indemnification language with respect to LainFaulkner's services including, without limitation, an agreement by the Debtors to indemnify

LainFaulkner from and against any losses, claims, damages or expenses arising out of or in connection with the engagement of LainFaulkner that is the subject of the Engagement Letter.

28. The indemnification provisions contained in the Engagement Letter (the "**Indemnification Provisions**") are customary and reasonable for LainFaulkner and comparable firms providing restructuring and financial advisory services. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and LainFaulkner at arm's-length and in good faith. The Indemnification Provisions, viewed in conjunction with the other terms of LainFaulkner's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require LainFaulkner's services to successfully reorganize.

29. During the pendency of the Chapter 11 Cases until the earlier of (i) the effective date of a chapter 11 plan approved by the Court and (ii) the entry of an order closing the Chapter 11 Cases, the Engagement Letter's indemnification provisions are subject to the following:

> a. LainFaulkner shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services provided under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
>
> b. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify LainFaulkner, or provide contribution or reimbursement to LainFaulkner, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from LainFaulkner's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of LainFaulkner's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which LainFaulkner should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified; and
>
> c. If, before the earlier of (i) the effective date of a chapter 11 plan in the Chapter 11 Cases or (ii) the entry of an order closing these Chapter 11 Cases,

LainFaulkner believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, LainFaulkner must file an application therefor in this Court, and the Debtors may not pay any such amounts to LainFaulkner before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by LainFaulkner for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify LainFaulkner. All parties in interest shall retain the right to object to any demand by LainFaulkner for indemnification, contribution, or reimbursement.

BASIS FOR RELIEF

30. In consideration of the size and complexity of their businesses, the Debtors seek to engage LainFaulkner to provide restructuring and financial advisory services, effective as of the Petition Date, under section 327(a) of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor's] duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case."

31. The Debtors seek approval of the Fee and Expense Structure and the Engagement Letter pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors "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 consultants, on flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *In re Nat'l Gypsum Co.*, 123 F.3d 861, 862 (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).

123 F.3d at 862 (footnote omitted).

32. Bankruptcy Rule 2014 requires that an application for retention include:

> [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

33. The Fee and Expense Structure in the Engagement Letter sets forth reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code. The Fee and Expense Structure adequately reflects (a) the nature of the services to be provided by LainFaulkner and (b) fee and expense structures and indemnification provisions typically utilized by LainFaulkner and other leading financial advisory and consulting firms. In addition, LainFaulkner is "disinterested" and all of its fees and expenses are subject to approval of the Court in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and further orders of the Court.

34. The retention of LainFaulkner and the corresponding services are in the best interests of the Debtors and their estates and is a sound exercise of the Debtors' business judgment. As set forth above, the LainFaulkner professionals are well-qualified and equipped to assist the Debtors. Accordingly, the retention of LainFaulkner on the terms set forth herein and in the Engagement Letter is in the best interests of all parties in interest in the Chapter 11 Cases.

35. This Application is filed within 30 days of the Petition Date and, pursuant to Bankruptcy Local Rule 2014-1 and paragraph 47 of the Complex Case Procedures, the Application is deemed contemporaneous with the Petition Date and, therefore, entitled to relief effective as of the Petition Date. Bankr. L. R. 2014-1(b)(1) ("If an application for approval of the employment of a professional is made within 30 days of the commencement of that professional's provision of services, it is deemed contemporaneous."); Complex Case Procedures ¶ 47.

NOTICE

36. Notice of this Application will be given to the parties on the Debtors' Master Service List and all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

37. A copy of this Application is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Stretto, Inc., at https://cases.stretto.com/SynergenX.

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WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in this Application and such other and further relief as may be just and proper.

Signed: July 15, 2026

Respectfully Submitted,

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

CERTIFICATE OF SERVICE

I certify that on the date of filing, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

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

EXHIBIT A

Rae Declaration

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

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

DECLARATION OF JASON A. RAE IN SUPPORT OF THE APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (A) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN LAIN, FAULKNER & CO., P.C. AS FINANCIAL ADVISOR, FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE; AND (B) GRANTING RELATED RELIEF

Pursuant to 28 U.S.C. § 1746, Jason A. Rae declares as follows:

1. I am a Managing Director of Lain, Faulkner & Co., P.C. ("**LainFaulkner**"), a professional corporation headquartered at Hartford Building, 400 North St. Paul, Suite 600, Dallas, Texas 75201.

2. I submit this declaration on behalf of LainFaulkner in support of the *Application of Debtors for Entry of an Order (A) Authorizing the Debtors to Employ and Retain Lain, Faulkner & Co., P.C. as Financial Advisor for Debtors Effective as of the Petition Date; and (B) Granting Related Relief* (the "**Application**").[2] Except as otherwise noted, the statements set forth herein are based upon my personal knowledge, my review of relevant documents, and information provided to me by professionals at LainFaulkner. If called to testify, I would testify competently to the facts set forth herein.

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

LAINFAULKNER'S QUALIFICATIONS AND PROPOSED RETENTION

3. I believe that LainFaulkner and the professionals it employs are uniquely qualified to advise the Debtors on the matters for which LainFaulkner is proposed to be employed in a cost-effective, efficient, and expert manner.

1. LainFaulkner is a business advisory, accounting, and financial services firm whose professionals have a wealth of experience in providing accounting and financial advisory and enjoy an excellent reputation for services they have rendered on behalf of debtors and creditors throughout the United States. The LainFaulkner team is comprised of advisors with proven skills necessary to identify, preserve, and create value in the most challenging and complex situations. LainFaulkner's professionals have extensive experience across a wide range of industries. The Debtors selected Lain Faulkner because of Lain Faulkner's reputation and extensive experience and knowledge in the fields of accountancy, financial reporting, and business restructuring. Indeed, Lain Faulkner professionals collectively have more than 200 years of experience in bankruptcy and restructuring services. All of Lain Faulkner's directors are certified public accountants, and each brings a rich and varied experience to the table and therefore offers valuable perspective.

2. The Debtors also understand that LainFaulkner has extensive other experience of financial advisory of chapter 11 debtors, including assistance with formulation and review of plans of reorganization, as well as cash management, financial modeling, covenant compliance review, forensic accounting investigations, preference and fraudulent transfer analysis, claims analysis, valuation analysis, and commercial damage analysis.

4. In light of the size and complexity of the Chapter 11 Cases, the Debtors require qualified and experienced officers and advisors with the resources, capabilities, and experience of LainFaulkner to assist them in taking steps that are crucial to the success of the Chapter 11 Cases.

LainFaulkner performs critical services that complement the services provided by the Debtors' other professionals.

5. I am a restructuring professional with more than twenty (20) years of experience providing financial consulting services to companies in distress. My experience includes serving as a chief restructuring officer, chapter 11 trustee, plan administrator, liquidating trustee, disbursing agent/settlement administrator, and controller in numerous insolvency matters.

6. My services have included pre-bankruptcy financial planning, cash management, financial modeling, covenant compliance review and reporting, assistance with formulation and review of plans of reorganization, and monitoring performance. My practice also includes the performance of forensic accounting investigations in either a consulting or expert capacity for cash and asset tracings, preference and fraudulent transfer analysis, claims analysis, management financial statement fraud, asset misappropriation investigations, valuation analysis, and commercial damage analysis.

7. My professional qualifications include the following:

- Bachelor of Business Administration in Accounting, University of Texas at Dallas;
- Masters of Business Administration, University of Texas at Dallas;
- Certified Public Accountant;
- Accredited in Business Valuation;
- Certified Fraud Examiner;
- Certified Insolvency and Restructuring Advisor;
- Master Analyst in Financial Forensics; and
- Certified in Distressed Business Valuation

8. I am a member of the following professional associations: the American Institute of Certified Public Accountants; the Association of Certified Fraud Examiners; the Association of Insolvency and Restructuring Advisors; the Texas Society of Certified Public Accountants; the National Association of Certified Valuators and Analysts; and the Turnaround Management Association.

9. The LainFaulkner professionals working on behalf of the Debtors, including myself, have substantial expertise in the areas discussed above, and, if approved, will provide services to the Debtors in accordance with the Engagement Letter and applicable orders of the Court. The LainFaulkner professionals will work closely with the Debtors' management and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, LainFaulkner is well qualified to provide services to and represent the Debtors' interests in the Chapter 11 Cases.

10. LainFaulkner has experience, expertise, and specifically relevant knowledge regarding the Debtors that will assist it in providing effective and efficient services in the Chapter 11 Cases.

SERVICES TO BE RENDERED

11. On July 2, 2026, the Debtors and LainFaulkner entered into the Engagement Letter to assist the Debtors with their prospective chapter 11 filings. The terms and conditions of the Engagement Letter were negotiated between the Debtors and LainFaulkner and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement.

3. Under the Engagement Letter, LainFaulkner agreed to provide certain restructuring and financial advisory services to the Debtors. Generally, LainFaulkner will perform activities and services to assist the Debtors throughout the chapter 11 process. Working collaboratively with the Debtors' senior management team, chief executive officer, chief financial officer, and other

professionals, LainFaulkner will assist the Debtors in compliance with chapter 11 reporting requirements, in addition to providing strategic and tactical support as requested by the Debtors' or their counsel. The LainFaulkner professionals may provide the following services:

- Assistance Assist the Client with preparation of accounting and financial related bankruptcy required reporting including the Statements of Financial Affairs, Schedules of Assets/Liabilities and Monthly Operating Reports;
- Assist with the preparation of budgets, variance reports and forecasting as needed;
- Analyze financial data and other information exchanged between the Debtors and their creditors, any regulatory agencies, consultants, prospective investors/purchasers or other third parties, as may be necessary or appropriate; and
- Perform all other financial and accounting services and provide all other financial advice as Client may specifically request in writing and as are reasonably related to the contemplated restructuring or Chapter 11 cases.

NO DUPLICATION OF SERVICES

12. LainFaulkner understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The services provided by LainFaulkner will complement, and not duplicate, the services to be rendered by any other professional retained in the Chapter 11 Cases. The Debtors and LainFaulkner are mindful of the need to avoid duplication of services and appropriate procedures have been implemented to ensure that there is no such duplication.

TERMS OF RETENTION

13. LainFaulkner's decision to accept this engagement is conditioned upon its ability to be retained and paid by the Debtors in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs

in accordance with its customary billing practices, as set forth in the Engagement Letter (the "**Fee and Expense Structure**").

14. The terms and conditions set forth in the Engagement Letter, which are similar to the terms and conditions LainFaulkner offers to similar clients for similar services, are reasonable.

15. Payment for the services provided by LainFaulkner will be based on LainFaulkner's current standard hourly rates, which, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Directors	$440 - $540
Accounting Professionals	$210 - $350
Staff Accountants	$270 - $295
Clerical and Bookkeepers	$95 - $145

16. LainFaulkner reviews and revises its billing rates periodically. LainFaulkner has agreed to provide ten (10) days' notice to the Debtors, the U.S. Trustee, and any statutory committee appointed in the Chapter 11 Cases before any increases in the hourly rates set forth in this Application or the Engagement Letter are charged to the Debtors.

17. The LainFaulkner professionals will maintain records in support of any fees in one-tenth (0.10) of an hour increments. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors. LainFaulkner's applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by this Court, pursuant to an interim compensation order or otherwise.[3]

18. To the extent LainFaulkner uses the services of independent contractors (the "**Contractors**") in the Chapter 11 Cases, LainFaulkner will (a) pass through the cost of such

Contractors to the Debtors at the same rate that LainFaulkner pays the Contractors, (b) seek reimbursement for actual costs only, (c) ensure that the Contractors are subject to the same conflict checks as required for LainFaulkner, and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

19. In addition to compensation for professional services rendered by the LainFaulkner professionals, LainFaulkner will seek reimbursement for reasonable, necessary, and documented out-of- pocket expenses incurred in connection with the Chapter 11 Cases.

20. LainFaulkner intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases consistent with the Fee and Expense Structure, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of this Court.

21. To the best of my knowledge, there is no agreement or understanding between LainFaulkner and any nonaffiliated person or entity for sharing compensation received, or to be received, for services rendered in connection with the Chapter 11 Cases. The Fee and Expense Structure is consistent with, and typical of compensation arrangements entered into by, LainFaulkner and other comparable firms that render similar services under similar circumstances. For these reasons, I believe that the Fee and Expense Structure is fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

4. Pursuant to the Engagement Letter, the Debtors paid \$50,000.00 to LainFaulkner, of which LainFaulkner currently holds \$50,000.00 "on account" to be applied to LainFaulkner's professional fees, charges, and disbursements (including estimates of the foregoing) for the term

of the Engagement Letter (the "**Cash on Account**"). The Debtors do not owe LainFaulkner any sums for prepetition services.

INDEMNIFICATION

5. The Engagement Letter contains standard indemnification language with respect to LainFaulkner's services including, without limitation, an agreement by the Debtors to indemnify LainFaulkner from and against any losses, claims, damages or expenses arising out of or in connection with the engagement of LainFaulkner that is the subject of the Engagement Letter.

6. The indemnification provisions contained in the Engagement Letter (the "**Indemnification Provisions**") are customary and reasonable for LainFaulkner and comparable firms providing restructuring and financial advisory services. I understand that the terms and conditions of the Indemnification Provisions were negotiated by the Debtors and LainFaulkner at arm's length and in good faith. In my view, the Indemnification Provisions, viewed in conjunction with the other terms of LainFaulkner's proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require LainFaulkner's services to successfully reorganize.

22. I believe that the Indemnification Provisions contained in the Engagement Letter (as modified in the proposed order) viewed in conjunction with the other terms of LainFaulkner's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require LainFaulkner's services to successfully reorganize. For these reasons, I ask the Court to approve the Indemnification Provisions as modified in the proposed order.

LAINFAULKNER'S DISINTERESTEDNESS

23. In connection with the preparation of this Declaration, LainFaulkner conducted a review of its contacts with the Debtors, their affiliates, and certain entities holding large claims

against or interests in the Debtors that were made reasonably known to LainFaulkner. A listing of the parties reviewed is reflected on **Schedule 1** to this Declaration. LainFaulkner's review, completed under my supervision, consisted of a query of the Schedule 1 parties within an internal computer database[4] containing names of individuals and entities that are present or recent former clients of LainFaulkner.

24. Based on the results of its review, except as set forth in this Declaration, LainFaulkner does not have a relationship with any of the parties on **Schedule 1** in matters related to the Debtors or the Chapter 11 Cases, or otherwise.

25. LainFaulkner has provided and could reasonably be expected to continue to provide services unrelated to the Chapter 11 Cases for the various entities shown above LainFaulkner's assistance to these parties has been related to providing various financial restructuring, accounting or consulting services. To the best of my knowledge and except as otherwise disclosed herein, no services have been provided to these parties in interest that involve their rights in the Chapter 11 Cases, nor does LainFaulkner's involvement in the Chapter 11 Cases compromise its ability to continue such consulting services.

26. As part of its diverse practices, LainFaulkner appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties in interest in the Chapter 11 Cases. Also, LainFaulkner has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition,

[4] For the avoidance of doubt, LainFaulkner's computer database covers LainFaulkner Consulting, Inc. and its wholly-owned subsidiaries globally.

LainFaulkner has in the past, may currently, and will likely in the future be working with or against other professionals involved in the Chapter 11 Cases in matters unrelated to the Debtors and these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests adverse to the Debtors in matters upon which LainFaulkner is to be employed and none are in connection with the Chapter 11 Cases.

27. LainFaulkner is not a "creditor" of any of the Debtors within the meaning of section 101(1) of the Bankruptcy Code. Further, neither I, LainFaulkner, nor any other of the LainFaulkner professionals serving the Debtors, to the best of my knowledge, (a) is a creditor, equity security holder, or insider of any of the Debtors, (b) is or has been within two years before the Petition Date, a director, officer, or employee of any of the Debtors, or (c) has any interest materially adverse to the interest of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. As such, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, LainFaulkner (y) is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and (z) neither holds nor represents an interest adverse to the Debtors or their estates. Therefore, LainFaulkner believes that it is eligible to represent the Debtors under section 327(a) of the Bankruptcy Code.

28. It is LainFaulkner's policy and intent to update and expand its ongoing relationship search for additional parties in interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, LainFaulkner will file a supplemental declaration pursuant to Bankruptcy Rule 2014.

[*Remainder of Page Intentionally Left Blank*]

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: July 14, 2026

/s/ Jason A. Rae
Jason A. Rae, CPA
Managing Director
Lain, Faulkner & Co., P.C.

Exhibit 1

Engagement Letter

LainFaulkner

Via Electronic Mail

SynergenX Legacy Holdings, LLC
Attn: Wayne Wilson, CEO
11445 Compaq Center Dr. W. Ste. 800
Houston, Texas 777070

Re: *Financial Advisor Consulting Services relating to a Chapter 11 bankruptcy filing*

Dear Mr. Wilson:

This letter sets forth the agreement between SynergenX Legacy Holdings, LLC, SynergenX Joint Holdings, LLC, SynergenX Health Holdings, LLC, Syn-LT Buyer Co, Inc. and Low T Centers, Inc. together with their subsidiaries and affiliates that ultimately become party to a bankruptcy proceeding (collectively "Client") and Lain, Faulkner & Co., P.C. (hereafter "LainFaulkner") for the engagement of LainFaulkner to provide accounting and financial consulting services relating to an anticipated Chapter 11 bankruptcy filing and restructuring process as described below. By signing on the last page, you represent that you have authority to enter into this agreement for each Client.

1.) The purpose of this engagement is to accumulate documents and support, perform consulting procedures, and develop schedules and other necessary information. The supporting material will form the bases for any opinions LainFaulkner develops during this engagement.

2.) The scope of our work will be continually re-evaluated based upon our findings, and scope re-evaluations will be periodically communicated to you. We reserve the right to require a revised engagement letter should the scope of our work or the nature of this engagement change materially. No material expansion of scope, new workstream, or engagement of additional personnel at materially different rates shall be undertaken or billed without Client's prior written approval. LainFaulkner will assist the Client with accounting and financial analysis throughout the Client's contemplated restructuring/liquidation process, including but not limited to:

a. Assist the Client with preparation of accounting and financial related bankruptcy required reporting including the Statements of Financial Affairs, Schedules of Assets/Liabilities and Monthly Operating Reports;

b. Assist with the preparation of budgets, variance reports and forecasting as needed;

c. Analyze financial data and other information exchanged between the Debtors and their creditors, any regulatory agencies, consultants, prospective investors/purchasers or other third parties, as may be necessary or appropriate; and

d. Perform all other financial and accounting services and provide all other financial advice as Client may specifically request in writing and as are reasonably related to the contemplated restructuring or Chapter 11 cases.

3.) To the extent any services are provided after the filing of any bankruptcy petition, LainFaulkner's engagement, compensation, reimbursement of expenses, and continued performance shall be subject to all required approvals of the Bankruptcy Court and applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and any applicable local rules or orders. Nothing in this agreement shall require Client to seek approval of any provision that is inconsistent with applicable bankruptcy law or any order of the Bankruptcy Court.

4.) LainFaulkner acknowledges that certain services may be performed at the direction of Client's legal counsel in anticipation of litigation, in connection with restructuring advice, or to assist counsel in providing legal advice. LainFaulkner shall maintain the confidentiality of all privileged, work-product, attorney-client, attorney-directed, or otherwise protected materials and shall not disclose such materials except as authorized in writing by Client or Client's counsel, or as required by court order or applicable law after providing Client reasonable prior notice.

5.) Client shall use all reasonable efforts to: (i) provide LainFaulkner with access to management and other representatives; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects that LainFaulkner reasonably requests in connection with the services to be provided. LainFaulkner shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Client and otherwise reviewed by LainFaulkner in connection with the services performed. Client acknowledges and agrees that LainFaulkner is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. LainFaulkner is under no obligation to update data submitted to them or to review any other areas unless specifically requested to do so. Notwithstanding the foregoing, LainFaulkner shall exercise professional judgment and commercially reasonable diligence in identifying material inconsistencies, apparent errors, or omissions in information provided to it that become evident during the performance of its services.

6.) You understand that the services to be rendered by LainFaulkner may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of operations, which may materially and adversely differ from those projections. In addition, LainFaulkner will be relying on information provided by the Client in the preparation of those projections and other forward-looking statements.

7.) Client acknowledges and agrees that LainFaulkner is not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

8.) LainFaulkner's services will be performed in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants and with the level of professional care ordinarily exercised by professionals providing similar services under similar circumstances. Because of the intended scope and anticipated purpose, LainFaulkner will not audit, review, or compile any financial information, as those terms are generally defined by the American Institute of Certified Public Accountants.

9.) LainFaulkner makes no representations or guarantees that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated (ii) any proposal or strategic alternative presented to management will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Client, or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Client's creditors, shareholders and other constituents. Further, LainFaulkner assumes no responsibility for the Client's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction.

LainFaulkner shall be responsible for implementation only of the restructuring proposal or alternative approved by you and only to the extent and in the manner authorized and directed by you. The failure of any recommendation, analysis, restructuring proposal, or strategic alternative to be accepted or approved by any creditor, stakeholder, court, regulator, or other party shall not, standing alone, constitute a breach of this agreement or negligence by LainFaulkner; provided, however, that the foregoing shall not limit liability for gross negligence, willful misconduct, bad faith, fraud, material breach of this agreement, breach of confidentiality, unauthorized disclosure, or violation of applicable law or professional standards.

10.) Client acknowledges that all advice (written or oral) provided by LainFaulkner in connection with this engagement is intended solely for the benefit and use of the Client in considering the matters to which this engagement relates. Client may use, reproduce, disseminate, quote, summarize, or refer to LainFaulkner's advice, reports, schedules, analyses, and other work product as reasonably necessary in connection with the restructuring, any Chapter 11 case, communications with Client's legal counsel and other retained professionals, lenders, creditors, regulators, prospective investors or purchasers, and the Bankruptcy Court, subject to appropriate confidentiality protections where applicable. No third parties are intended to be benefited. LainFaulkner does not assume any liability for any third party under any circumstances. Client agrees to indemnify LainFaulkner for reasonable costs and fees incurred as a direct result of Client's unauthorized dissemination of LainFaulkner's advice or work product to third parties outside the permitted uses described above, except to the extent such costs or fees arise from LainFaulkner's negligence, gross negligence, willful misconduct, bad faith, breach of this agreement, or violation of applicable law or professional standards. LainFaulkner will not provide legal, tax, investment banking, investment advisory, securities, or other professional advice outside the scope of the accounting and financial consulting services described in this agreement, and Client will rely on its separate professionals for those matters.

11.) LainFaulkner shall keep confidential all non-public information received from or on behalf of Client and shall use such information solely to perform services under this agreement. LainFaulkner shall not disclose such information except to its personnel who need to know the information to perform the services, to Client's counsel or other authorized representatives, as authorized by Client in writing, or as required by law or court order after providing Client reasonable prior notice. LainFaulkner shall maintain commercially reasonable administrative, technical, and physical safeguards to protect Client information.

12.) We cannot provide assurances that all or any financial malfeasance, if it exists, will be uncovered as a result of our engagement. The determination of whether or not certain individuals committed fraud is beyond our scope of work and is a decision only for the trier of fact in a court of law.

13.) Do not give us original documents, as we are required to maintain all records considered. We will not return documents provided to us unless prior arrangement is made. Upon request, LainFaulkner shall provide Client with copies of final deliverables, schedules, reports, and supporting analyses prepared for Client, subject to LainFaulkner's right to retain copies as required by professional standards, applicable law, court order, or internal record-retention policies.

14.) LainFaulkner's services on this matter will be led by me, whose rate is $540/per hour and Kelly McCullough, Director, whose rate is $540/per hour. Our CVs are attached as an exhibit to this engagement letter. LainFaulkner may also use additional firm professionals and staff to provide services as needed. LainFaulkner shall not materially increase hourly rates during the engagement or add senior professionals at rates above those listed above without Client's prior written approval. We will bill you at our standard hourly rates, which currently are:

Professional/Paraprofessional	Hourly Rate
Directors	$440 - $540
Accounting Professionals	$210 - $350
IT Professionals	$325
Staff Accountants	$270 - $295
Clerical and Bookkeepers	$95 - $145

15.) It is understood and agreed that Client shall pay an initial retainer in the amount listed on the signature page of this engagement contract before we have any obligation to perform any services on your behalf. In the event that we do perform services prior to the receipt of such retainer, or instruct our staff to perform analysis, you shall remain obligated to compensate LainFaulkner for such services at the hourly rate set forth herein. Any services provided before the petitions have been filed will be paid by drawing down the retainer.

16.) Until the petitions are filed, invoices for fees and reasonable out-of-pocket expenses shall be rendered monthly and shall be payable within fifteen (15) days after receipt, subject to Client's right to dispute any invoice in good faith. Should the level of work substantially exceed our initial expectations, we reserve the right to issue invoices bi-weekly and they also will be payable upon presentation. Additional services not currently contemplated may require, at our discretion, a separate engagement letter and possibly an increased retainer. The portion of any unused retainer from a previous engagement with Client will be applied to this engagement. **All invoices must be paid in full prior to the filing of the bankruptcy petitions.** Client may dispute any invoice in good faith by providing written notice within fifteen (15) days after receipt. The parties shall work in good faith to resolve any disputed amount. LainFaulkner shall not suspend services for nonpayment of amounts disputed in good faith.

17.) Upon Client's request, LainFaulkner shall provide reasonable budget estimates by workstream and periodic updates regarding fees incurred against budget. LainFaulkner shall promptly notify Client if fees are expected to materially exceed any agreed or communicated budget.

18.) Either party may terminate this engagement upon ten (10) days' written notice. LainFaulkner may suspend services for nonpayment of undisputed amounts after providing Client five (5) days' written notice and an opportunity to cure. LainFaulkner shall not suspend services for nonpayment of amounts disputed in good faith. Upon termination, LainFaulkner shall cooperate reasonably in transitioning work product and pending workstreams to Client or Client's designee. Termination shall not relieve Client of its obligation to pay undisputed fees and expenses incurred through the effective date of termination.

19.) If a dispute arises out of or relating to this contract or engagement letter, or the obligations of the parties therein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

20.) Should information become known that would make our continued involvement in this engagement inappropriate or should the attorneys or parties involved in this matter change, LainFaulkner reserves the right to withdraw from this engagement. Our engagement will be deemed to have been completed upon our notification of withdrawal.

21.) Client shall indemnify and hold LainFaulkner harmless from third-party claims arising out of LainFaulkner's authorized performance of services under this agreement, except to the extent such claims arise from LainFaulkner's negligence, gross negligence, willful misconduct, bad faith, fraud, material breach of this agreement, breach of confidentiality, unauthorized disclosure, or violation of applicable law or professional standards. LainFaulkner shall promptly notify Client of any claim for which indemnity is sought and shall not settle any such claim without Client's prior written consent. The indemnity shall not apply to fee disputes between Client and LainFaulkner or to claims asserted directly by Client against LainFaulkner.

22.) This contract sets forth the entire agreement and understanding between the parties concerning the services and subject matter hereto and supersedes all prior agreements, arrangements and understanding between the parties concerning these services and subject matter. This contract shall be subject to and governed by the laws of the State of Texas, and obligations of the parties hereunder shall be enforceable in Harris County, Texas. This contract is performable in Harris County, Texas. If a dispute regarding this contract or LainFaulkner's engagement is not resolved during the dispute resolution provisions called for above, then the parties consent to and agree that the Bankruptcy Court shall have exclusive jurisdiction over any dispute regarding this contract or LainFaulkner's engagement. This contract may not be amended or modified, except by a written instrument executed by the parties hereto. This contract and its Appendices, if any, correctly set forth the understanding of you and LainFaulkner.

23.) Electronic transmittal of the signed signature page is acceptable. This agreement is effective as of the date upon our acceptance of the engagement letter after receipt of the completed, signed and dated electronic copy of engagement letter, applicable agreements relating to the scheduling of our services in this matter, LainFaulkner conflicts check completion; and a good funds retainer payment of $50,000.00.

Sincerely,

Jason Rae
CPA/ABV, CIRA, CFE, MAFF

ACCEPTED BY:

SYNERGENX LEGACY HOLDINGS, LLC
SYNERGENX JOINT HOLDINGS, LLC
SYNERGENX HEALTH HOLDINGS, LLC
SYN-LT BUYER CO, INC.
LOW T CENTERS, INC.

By: ______________________
Wayne Wilson, CEO

Schedule 1

Potential Parties in Interest

1050 Beecher, LLC	Gridmatic Retail	Pinnacle Solutions Inc.
2320 Knob Creek, LLC	GWEN SMITH	Pinpoint Mechanical Service
2952 NW 156	HA NGUYEN	Pitney Bowes
3 Corners Plaza LLC	Harris Co ESD #09	Plaza Center LLC
Aaron Jackson	Harris Co ESD #11	Poker Management LLC
Adam Spiegel	Harris Co ESD #13	Portofino Plaza
Adelman Holdings – Pflugerville, L.L.C.	Harris Co ESD #16	Portofino Plaza – Lehmann
ADP Screening and Selection Services	HCC Pharmacy Staffing	Pricewaterhousecoopers
ADT Commercial	HCO Partners	Pro Window Cleaning
ADT Commercial / Protection One DBA Everon LLC	Healthco Operations, L.L.C.	Property Valuation Services
Advanced MD	Heartland Equipment	Proskauer Rose LLP
Advarra, Inc.	HECTOR DURAN	ProStar Services Inc dba Parks
AirCo Service	Hendersonville Group Health, LLC	Protection One DBA Everon LLC
Aire Serv of Stone Oak	Henry Schein	Prudential Insurance
AireServ of Central and North Austin	Her Kare Holdings, LLC	Pye-Barker Fire & Safety, LLC
Airscan Tech	Hilco Global	QF Properties LLC
Airtek of York Co., Inc	HiTouch Business Services	Qualigen
Akeem LLC	Holrob-Schaffler Partnership VI	Qualigen Therapeutics, Inc.
Alamo Sign Solutions, LLC	Horvath Realty of Illinois, LLC	Quest Diagnostics
ALETHEA CALUZA	Hot Springs Health, LLC	R. J. Shannon
ALICIA BARCOMB	Houston City College, FKA Houston Comm College	Radiate HoldCo, LLC
ALINA SAMKO-YU	Houston ISD	Radio One
All Test Service Solutions, LLC	Humble Texas Signs, LLC	Radio One (KGLK-FM Houston)
Alliance Maintenance, Inc.	iHeartMedia – Dallas Market	Radio One of Indiana
Allstate Fire Equipment	iHeartMedia - Houston	RAJALAKSHMI KRISHNAN
Alltest Backflow	iHeartMedia - Tulsa	Rapier Industries

Altium Healthcare, Inc.	Illinois Department of Employment Security	Rasti Investments LLC
Amazon	Illinois Department of Health	Real Estate Services, Inc.
American Airlines Cargo	Illinois Department of Revenue	Reliable Fire & Security
American Electric Power-Ohio	Imperial, Inc. - Springdale	Resort TV Cable
ANA CASTRO	Indeed, Inc.	Responsible Printing & Signs, LLC
Anazaohealth Corporation	Independence Group Health, LLC	REVHC, INC.
ANDREW JIMENEZ	Indiana Department of Health	Ring Central Inc.
Andy Does Doors	Indiana Department of Revenue	Rochester Frisco Medical I, LLC
Aniza Rowe	Indiana Department of Workforce Development	Rosario Saldana
Anybill Financial Services, Inc.	Indianapolis Group Health, LLC	ROSARIO SALDANA
AP The Hill Owner, LLC	Indianapolis Power & Light Company	S &K 1, LLC
Aramark Refreshment Services, LLC	InfoWerks Data Services, LLC	Sai Portland Properties LLC
Ardent Partners, LLC	Internal Revenue Service	SAMANTHA CHILTON
ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION	Iron Mountain, Inc.	San Antonio Water System
Arkansas Department of Health	IVETTE GERHARD	Sandstone SSF II (Del) LLC
Arkansas Division of Workforce Services	J & A Frith Properties Keller, LLC	SC 1210 Carroll, LLC
Asana Partners Fund II REIT 22 LLC	J.O.U.S.T Communications	SC 2701 Matlock Road, LLC
Astound Broadband	Jack DiSorbo	SC 2701 Matlock, LLC
AT&T	Jan Naifeh	SC Chattanooga, LLC
ATAPCO Properties, Inc.	Jan Pro Ohio	SC Colleyville-60 Village Lane, LLC
Atmos Energy	JANA WHITWORTH	SC Fort Worth Medical, LLC
ATW Media LLC - Gleiser Communications LLC	Janice Oden	SC Frisco Legacy, LLC
Audacy Operations, Inc.	Jani-King of Nashville	SC FW Heritage Glen, LLC
Austin Niemtschk	Jan-Pro of Arkansas	SC Plano Medical, LLC

B3HS, LLC	Jan-Pro of Greater Cincinnati	SC Rockwall, LLC
Bank of America	Jan-Pro of Northern Illinois	SC South Austin, LLC
Beckman Coulter, Inc.	Jan-Pro of Southern Colorado	SC Southlake Medical, LLC
Benjamin Hisey	Jan-Pro Ohio	SC Woodlands, LLC
Better View, LLC	Jason Brookner	SCPortofino CB, LP
Binaco Real Estate	Jason Rae	SCPortofino LV, LP
Blackfire Capital, LLC	JAYSON B. RUFF	Sean Wilson
Bohden Contracting Group LLC	JEANNIE CHAVEZ	Servant Fire Protection LLC
Bonneville	Jeeson Enterprises, Ltd.	ServiceMaster Building Services by Dogwood
Branch Energy	Jeff Voelkel	ServPro of Braun Station
BRE DDR BR Greenway TX LLC	Jeffery Veteto	Shannon Holden
Brett Systems, Inc.	Jimmie Thurmond III	Shannon Lee Beatty LLP
BridgeRidge	John K. Turner	Shirley Enterprises, LLC
BrightRidge	John Thurmond, MD and Associates, PLLC	Shirzadi Real Estate Investment LLC
Brightspeed	Johnson City Group Health, LLC	Shred-it USA
BrimHall Square, LLC	Joshua Sturm	SIERRA THOMAS-ANDERSON
BTC Broadband	Josue Milan	Sign City Express
Builders Nation, LLC	JPMorgan Chase Bank, N.A.	Sign Country, LLC
Butler Creek Investments, LLC	JUDGE ALFREDO R. PEREZ	SLS Baybrook Passage, LLC
Campos Engineering, Inc.	JUDGE CHRISTOPHER M. LOPEZ	Softchoice Corporation
CAN Real Estate, LLC	JUDGE EDUARDO V. RODRIGUEZ	Solar X Window Film Systems
CenterPoint Energy	JUDGE JEFFREY P. NORMAN	Southeast Arkansas Five Medical Group, PLLC
Ceridian Benefit Services	JUDGE MARVIN ISGUR	Southeast Eight Medical Group, PLLC (Tennessee)
CFRM Enterprises, LLC	Julie Anne Parsons	Southeast North Carolina Seven Medical Group, PLLC
Charles W. Saylor	Just Energy	Southeast Six Medical Group, PLLC (Arkansas)
Charter Communications	Just Energy Texas, LP	Southeast Tennessee Two Medical Group, PLLC

Chatham Capital Holdings, Inc.	KABZ-FM	Southeast Virginia Nine Medical Group, PLLC
Chatham Capital Management, LLC	Kenneth Sly, Jr.	Southern Star Enterprises, LLC
Chatham Health Management, LLC	Kevin M. Epstein	Southwest Fire and Security, LLC
Chatham Investment Fund V, L.P.	Kingwood Commercial Properties, LLC	Southwest Group Health, LLC
Chatham Investment Fund V-A, L.P.	KISS-FM	Southwest Oklahoma Two Medical Group, PLLC
Cherry Bekaert LLP	KISS-FM – Cox Media Group	Southwest Texas Four Medical Group, PLLC
Chris Wilkinson	KM 7202 Grand Parkway, LLC	Southwest Texas Three Medical Group, PLLC
CHRISTOPHER R. TRAVIS	Knoxville Utilities Board	Southwest Texas Two Medical Group, PLLC
Christopher V. Arisco	KUB	Spectrum
CHRISTY SIMMONS	Kyung Lee	Spinutech LLC
Cincinnati Bell n/k/a Altafiber	LabCorp	SPS Chase Credit Card
Cinco Office VWM LP	Lain Faulkner & Co. P.C.	Stargel Office Solutions
City of Austin	Lakeside Shoppers LLC	Steve Arsalan
City of Franklin	Landmark SPE, LLC	Steven Flack
City of Hot Springs	Larry Long	Stingray Mechanical Services, Inc.
City of Houston	Law Offices of Frank J. Wright, PLLC	Stratus Building Solutions of Austin
City of Independence Utilities	LBX Poplar Creek LLC	Stratus Building Solutions of Dallas
City of Pflugerville	Lee Company	Stratus Building Solutions of Houston
City of Plano Utilities	Lenior City Utility	Stratus of Nashville
City of Southlake-Water Utilities	Lenoir City Utilities Board	Stretto Inc.
CleanNet of Dallas/Fort Worth	Leslie Allen	Suddenlink Communications
CMG Media Corporation aka Cox Media Group	LH Waterview LP	Summit Fire & Security
CNA Insurance	Lighten Up Window Cleaning, LLC	Summit Utilities
Collin Cox	LINDA MOTTON	Swain Event
Colorado Department of Health	Linebarger Goggan Blair & Sampson, LLP	Sycamore Springs Partners, LLC
Colorado Department of Revenue	Little Rock Group Health, LLC	SynergenX Health – Burr Ridge LLC

Colorado Springs Group Health, LLC	Lone Star College System	SynergenX Health – Cibolo LLC
Colorado Springs Group, LLC	Low T Center Development Company, L.L.C.	SynergenX Health – Cypress LLC
Colorado Springs Utilities	Low T Center Development, L.L.C.	SynergenX Health – Galleria LLC
Columbia Gas of Ohio	Low T Physician Services, PLLC	SynergenX Health – Katy LLC
Comcast	Low-T Centers, Inc.	SynergenX Health – Kingwood LLC
Comcast Business	Low-T Ip Holdings, L.L.C.	SynergenX Health – Knoxville LLC
Comcast Cable	LT VP Investments, LLC	SynergenX Health – Mckinney LLC
ComEd	LTKW Enterprises, LP	SynergenX Health – Prosper LLC
ComEd Utility	LT-VP Investments LLC	SynergenX Health – Sugarland LLC
Comfort Pros LLC	LUCI JOHNSON-DAVIS	SynergenX Health – Webster LLC
Connoisseur Media Holdco, Inc.	Macnificent 5, LLC	SynergenX Health – Woodlands LLC
CoServ	MaidPro	SynergenX Health Alamo Ranch San Antonio LLC
Coverall North America, Inc.	Mallory Valley Utility District	SynergenX Health Atascocita LLC
Coverall of Colorado	Malone's Coffee Service	SynergenX Health Dallas North Park LLC
Coverall of Eastern Tennessee	Mansfield Group Health, LLC	SynergenX Health Holdings
Coverall of Indianapolis	Marcelino Salinas	SynergenX Health Holdings, LLC
Cox Media Group	Mason Group Health, LLC	SynergenX Health New Braunfels San Antonio LLC
CPS Energy	Matthew D. Hammit, M.D.	SynergenX Health Northwest San Antonio LLC
Credit Agreement Lenders	MCC Commercial Cleaning LLC	SynergenX Health Poplar Creek LLC
Cromwell Street, LLC	McCreary, Veselka, Bragg & Allen, P.C.	SynergenX Health Sonterra San Antonio LLC
Cudjoe Key, LLC	McDermott Will & Schulte LLP	SynergenX Health Spring Houston LLC

Cumulus Chattanooga	MCKESSON	SynergenX Health Vintage Park LLC
Cumulus Colorado Springs	MDSupplies and Service, Inc.	SynergenX Joint Holdings
Cumulus Dallas	Med Water Systems	SynergenX Joint Holdings, LLC
Cumulus Knoxville	Medina Vally Security Inc	SynergenX Legacy Holdings, LLC
Cumulus Media Little Rock	Meta Platforms, Inc.	SynergenX Physician Services, PLLC
Cumulus Oklahoma City	Metropolitan Telecommunications	Syn-Lt Buyer Co, Inc.
Cumulus Tri Cities	MetTel	T Villas Di Lucca TX, LLC
Cymill Partners, LTD.	MFI HPE CAMPUS LLC	Tacy Medical, Inc
Cyntox LLC	Michael Mervis	Tal Signer
Cypress Owner LLC	Michael Sisk	Tara L. Grundemeier
Cypress-Fairbanks ISD	Michale J. Leahy, M.D.	Technical Safety Services, LLC
Dallas Air Pros	Mickala Sisk	Telehealth Six Medical Group, PLLC
Datasite, LLC	Middle Tennessee Electric Membership Corp	Tennessee Department of Revenue
David Fletcher	Midwest Eight Medical Group, PLLC (Illinois)	Tennessee Labor & Workforce Development
David Hillman	Midwest Illinois Six Medical Group, PLLC	Terence Kincade
David Hollander	Midwest Indiana Four Medical Group, PLLC	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
David Moraine	Midwest Missouri Three Medical Group, PLLC	Texas Department of Health
David Richardson	Midwest Ohio Five Medical Group, PLLC	Texas Disposal Systems
Deesa Properties, LLC	Midwest Seven Medical Group, PLLC (Ohio)	Texas Workforce Commission
DeLauter Development Inc.	Mike Sisk	The County of Denton, Texas
Dell Technologies Inc.	Milestone Emory Peak S.C., Ltd.	The County of Guadalupe, Texas
Deluxe	MILLIE APONTE SALL	The Couty of Comal, Texas
Department of Justice	Mind Body Optimization Center Tennessee, LLC	The Doctors Answer

DEX Imaging	Missouri Department of Health	The UPS Store
DFW Mechanical Group, LLC	Missouri Department of Revenue	The Village at Pleasant Valley, LLC
DINOVO PHARMACY & PACKAGING PROVISIONS	Montgomery County	Thompson Safety LLC
Disciple Window Tint, LLC	Moraine & Associates, PLLC	Timonthy Rae
DocuSign Inc.	Murfreesboro Electric	Tomorrowmed Pharma
Dor Mar HVAC	Murfreesboro Electric n/k/a Middle Tennessee Electric	Tomorrowmed, LLC
Downers Grove Sanitary District	Murfreesboro Group Health, LLC	Tomorrowmedrx, LLC
DPEG First Colony, LP	Murthy Law Firm	TPx Communications
Dragonfly Heating, Cooling & Plumbing LLC	MWD Management, LLC	TRACEY CONRAD
Dublin Group Health, LLC	Nashville Electric Service	Tracy Medical, Inc.
Duke Energy	Nathan Ochsner	Trakehner Research LLC
Dylan Marker	National Scrubs	Transformation Realty Group LLC
Edmond Group Health, LLC	NBU	Tri-County Electric Cooperative, Inc.
Effum LLC	New Braunfels Marketplace LLC	Truly Nolen Pest Control
Ella Cornwall	New Braunfels Utilities	TTP 306 First Colony, LLC
EMB Fiber Optics	New Horizons Communication Corp.	Tulsa Group Health, LLC
Emes2 Pharmaceutical dba Rx Return Services	New York Department of Health	TXU Energy
Empower Pharmacy	New York Department of Taxation and Finance	Tyler Group Health, LLC
Entercom Charlotte WFNZ-AM	Nexonia, Inc.	Tyler Laws
Entergy	Nicor Gas	U.S. Department of Labor
Entergy Texas	Nooner Holdings, Ltd	Uline
EPB Fiber Optics	North Carolina Department of Health	Union Broadcasting
ETR Air Conditioning & Heating	North Carolina Department of Revenue	United Healthcare Insurance Company
FedEx	North Forest Office Space – Denver, LLC	United States Attorney's Office
FireTron	North Forest Office Space, LLC	Unum Life Insurance Company of America
First Utility District of Knox County	North Nevada Retail Ventures, LLC	UPTOWN WINDOW CLEANING LLC

FirstLayerAI, Inc. – Medallion	Northwest Pest Patrol	UrgentShip Delivery, LLC
Fish Window Cleaning	NRG Energy, Inc.	US Department of Health & Human Services
Florida Department of Health	NVIKTUS LLC	US Stations LLC
Florida Department of Revenue	O'Farrell Properties, LLC	Vanessa McKeown
Food & Drug Administration	OG&E	VIANEY GARZA
Fort Bend County	Ohio Bureau of Workers' Compensation	Village Green Professional Center, LLC
Forum Crossing LLC	Ohio Department of Health	Village Lane Apothecary, LLC
Fountain Lake Retail Investors LLC	Ohio Department of Taxation	Village Of Colleyville LLC
Frangon Roofing and Sheetmetal	Oklahoma Employment Security Commission	Village of Westmont
Frank Wright	Oklahoma Natural Gas Co.	Vintage Dunhill, LLC
Franklin Group Health, LLC	Oklahoma Tax Commission	VPV Properties, LLC
Friendswood Group Health, LLC	Olympia Pharmacy	Wage Works
Frontier Communications	Omega Glass Tinting and Blinds, Inc.	Waterloo Media Group, LP
LainFaulkner CONSULTING, INC.	Omni Fire and Security Systems	Wayne Wilson
Gahanna Group Health, LLC	Pacific Commercial Services LLC	Wells Fargo
Gallatin Public Utility	Pacific Commercial Services LLC dba Coverall of Colorado	Welton Wilson
GARRETT COLE	Padfield & Stout, L.L.P.	West Colorado Three Medical Group, PLLC
Genecov DMLT, Ltd.	Panther Air, LLC	West Houston Group Health, LLC
GFL Environmental	Paris II, LLC	West Two Medical Group, PLLC (Colorado)
Gibson Dunn & Crutcher LLP	Park Terrace	Westcreek Dental Building LLC
Giddy Up Development, LLC	Parks	Westminster Group Health, LLC
GLENN OTTO	Pasadena Group Health, LLC	Westmont Greenwood Group Health, LLC
Google AdWords	Pflugerville Group Health, LLC	White House Utility District
GPKW Retail, Ltd.	Pharmetric Laboratory LLC	Wilkinson Group, LLC
Grande Communications	Piedmont Natural Gas	Wright National Flood Insurance Company

Grant Thornton	Pineville Electric & Communication Systems	WWTJW Holdings, LLC
Gray Reed LLP	Pineville Group Health, LLC	Xcel Energy
Great America Financial Services	Pinnacle	YASMINE RIVERA
Greenwood Group Health, LLC	Pinnacle Bank	YESENIA LILA
Greenwood Village Group Health, LLC	Pinnacle Carothers-McEwen, LLC	Zenda Channing Orleans Square, LP

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

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

ORDER (A) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN LAIN, FAULKNER & CO., P.C. AS FINANCIAL ADVISOR FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE; AND (B) GRANTING RELATED RELIEF
[Relates to Docket No.]

Upon the Application (the "**Application**")[2] of the Debtors for entry of an order (this "**Order**"), (a) authorizing the Debtors to employ and retain Lain, Faulkner & Co., P.C. ("**LainFaulkner**") as financial advisor pursuant to the terms of the engagement letter by and among the Debtors and LainFaulkner, dated as of July 2, 2026 (the "**Engagement Letter**"), effective as of the Petition Date and (b) granting related relief, all as more fully described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases being proper in this district pursuant to 28 U.S.C. § 1408; and due and proper notice of the Application having been provided, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Application.

Court having reviewed and considered the Application; and the Court having determined that the legal and factual bases set forth in the Application and the Rae Declaration establish just cause for the relief granted herein; and this Court being satisfied, based on the representations made in the Application and the Rae Declaration, that LainFaulkner is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that LainFaulkner does not hold or represent an interest adverse to the Debtors' estates; and this Court having found that the terms and conditions of LainFaulkner's employment, including the Fee and Expense Structure set forth in the Engagement Letter (as modified by this Order) and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Application, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED:**

1. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Bankruptcy Local Rules 2014-1 and 2016-1, and the Complex Case Procedures, the Debtors are authorized to employ and retain LainFaulkner as financial advisor, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Application and Engagement Letter, as modified by this Order.

2. The terms of the Engagement Letter, including the compensation provisions and the Indemnification Provisions, as modified by this Order, are reasonable terms and conditions of employment and are hereby approved as set forth herein.

3. LainFaulkner is authorized to apply the Cash on Account and/or advanced payments to satisfy any unbilled or other remaining prepetition fees and expenses that LainFaulkner becomes aware of during its ordinary course billing review and reconciliation. Any remaining Cash on Account and/or advanced payments shall be treated as an evergreen retainer, held by LainFaulkner, and applied against any amounts owed by the Debtors and approved by the Court in LainFaulkner's final fee application. After payment of LainFaulkner's fees approved in its final fee application, LainFaulkner shall remit any remaining funds in the Cash on Account to the Debtors.

4. Notwithstanding anything in the Application or the Engagement Letter to the contrary, LainFaulkner shall (a) pass through the cost of Contractors to the Debtors at the same rate that LainFaulkner 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 LainFaulkner in accordance with this retention, and (d) file with the Court such disclosures as are required by Bankruptcy Rule 2014.

5. LainFaulkner shall file monthly, interim, and final fee applications for allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable orders and procedures of this Court. For billing purposes, the LainFaulkner professionals shall keep their time in one tenth (0.10) hour increments.

6. In the event that, during the pendency of the Chapter 11 Cases, LainFaulkner seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records

from such attorneys shall be included in LainFaulkner's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules and subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such professional has been retained under section 327 of the Bankruptcy Code; *provided, however*, that LainFaulkner shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of LainFaulkner's fee applications in the Chapter 11 Cases.

7. LainFaulkner shall provide ten (10) days' notice to the Debtors, the U.S. Trustee, and any statutory committee appointed in the Chapter 11 Cases before any increases in the hourly rates set forth in the Application or the Engagement Letter are charged to the Debtors. 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.

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

9. LainFaulkner shall use its reasonable efforts to avoid any unnecessary duplication of services provided by any retained professionals in the Chapter 11 Cases.

10. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of the Bankruptcy Local Rules are satisfied by such notice.

11. The Engagement Letter's Indemnification Provisions are subject to the following during the pendency of the Debtors' chapter 11 cases until the earlier of (i) the effective date of a chapter 11 plan approved by the Court and (ii) the entry of an order closing these chapter 11 cases:

a. LainFaulkner shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services provided under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;

b. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify LainFaulkner, or provide contribution or reimbursement to LainFaulkner, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from LainFaulkner's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of LainFaulkner's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which LainFaulkner should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified; and

c. If, before the earlier of (i) the effective date of a chapter 11 plan in the Chapter 11 Cases or (ii) the entry of an order closing these Chapter 11 Cases, LainFaulkner believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, LainFaulkner must file an application therefor in this Court, and the Debtors may not pay any such amounts to LainFaulkner before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by LainFaulkner for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify LainFaulkner. All parties in interest shall retain the right to object to any demand by LainFaulkner for indemnification, contribution, or reimbursement.

12. To the extent the Debtors and LainFaulkner enter into any supplemental agreements or engagement letters not otherwise contemplated by the Application (collectively, "**Expanded Retention Documents**"), the Debtors will file such Expanded Retention Documents with the Court and serve such Expanded Retention Documents upon the U.S. Trustee and any official committee appointed in the Chapter 11 Cases. If no objection is filed and served on the Debtors within ten (10) days after such Expanded Retention Documents are served, the Court may enter an order approving LainFaulkner's retention under such Expanded Retention Documents. To the

extent any of such party objects within ten (10) days of such Expanded Retention Documents being served, the Debtors will promptly schedule a hearing before the Court on such matter. The Expanded Retention Documents will not be effective unless and until they are approved by the Court. All additional services shall be subject to the provisions of this Order.

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

14. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

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