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.	§	

DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF THE LAW OFFICES OF FRANK J. WRIGHT, PLLC AS BANKRUPTCY LEAD COUNSEL FOR THE DEBTORS EFFECTIVE AS OF JULY 2, 2026

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

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

[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.

Debtors submit the declaration of Frank J. Wright attached hereto as **Exhibit B** (the "**Wright Declaration**") and respectfully represent as follows:

JURISDICTION AND VENUE

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

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

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

BACKGROUND

A. Case Background

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

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

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

B. The Debtors' Business and Operations

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

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

C. Proposed Employment of FJW PLLC

i. Scope of employment

8. Subject to the Court's approval, FJW PLLC will serve as bankruptcy lead counsel along with Shannon Lee Beatty LLP ("**SLB**").[2] The professional services that FJW PLLC will render to the Debtors in these Chapter 11 Cases, includes without limitation, the following:

a. To advise the Debtors of their rights, obligations, and powers in these Chapter

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

11 Cases;

b. To attend meetings and negotiate with representatives of creditors and other parties in interest;

c. To assist the Debtors in the preparation of all administrative documents required to be filed or prepared herein, and to prepare, on behalf of the Debtors, all necessary applications, motions, answers, responses, orders, reports and other legal documents required;

d. To assist the Debtors in obtaining Court approval for use of cash collateral or debtor-in-possession financing and other negotiations with secured creditors;

e. To take such action as is necessary to preserve and protect the Debtors' assets and interests therein, including pursuing and prosecution actions on the Debtors' behalf and defending any action brought against the Debtors, and representing the Debtors' interest in negotiations concerning all litigation in which the Debtors are involved, including objections to claims filed against their Estates;

f. To advise the Debtors in connection with any potential sale of assets or other disposition of their Estates' assets;

g. To assist the Debtors in the formulation of a disclosure statement and in the formulation, confirmation, and consummation of a plan of liquidation or reorganization;

h. To appear before the Court, any appellate courts and the United States Trustee and protect the interests of the Debtors and the assets in their Estates before such courts and the United States Trustee;

i. To consult with the Debtors regarding tax matters; and

j. To perform any and all other legal services that may be necessary to protect the rights and interests of the Debtors and their Estates in the Chapter 11 Cases and any actions hereafter commenced in the Chapter 11 Cases.

9. FJW PLLC will serve as lead counsel, with SLB serving as co-counsel to provide additional manpower and addressing particular issues delegated by FJW PLLC or the Debtors. FJW PLLC will focus on directing the case and addressing critical restructuring objectives. While the Debtors seek authority to engage FJW PLLC and SLB to both provide all services necessary or appropriate to assist the Debtors in fulfilling their duties under the Bankruptcy Code, the clear

delineation between FJW PLLC and SLB will prevent unnecessary duplication of services among the firms.

ii. Necessity of Employment

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

iii. Reasons for Selection

11. FJW PLLC is well suited to represent the Debtors during these Chapter 11 Cases. FJW PLLC has the requisite expertise on matters that are likely to arise in the Chapter 11 Cases, including, without limitation, handling and solving bankruptcy, non-bankruptcy (*i.e.,* real estate, litigation, and tax-related problems), and debt-reorganization problems and procedures arising during the Chapter 11 Cases. In prepetition representation, FJW PLLC has become familiar with the Debtors' business and affairs and many of the potential legal issues that may arise in the context of the Chapter 11 Cases. Further, FJW PLLC will be able to provide these services at a lower cost than other firms with similarly skilled professionals.

iv. Proposed Compensation and Reimbursement

12. FJW PLLC will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of this Court in these Chapter

11 Cases. Any compensation or reimbursement of expenses will be pursuant to Bankruptcy Code §§ 330 and 331.

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

BILLER	HOURLY RATE
Frank J. Wright	$1,000.00
Jeffery M. Veteto	$750.00
Paralegals	$225.00

FJW PLLC's hourly rates are set at a level designed to fairly compensate FJW PLLC for the work of its attorneys and legal assistants and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged elsewhere. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged in this district. FJW PLLC will provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and any creditors' committee appointed in connection with any increase of FJW PLLC's hourly rates while these Chapter 11 Cases are pending.

14. The Debtors understand that it is FJW PLLC's customary policy to charge its clients in all areas of practice for certain expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel

expenses (including mileage, parking, airfare, lodging and meals), filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working meals," and fax charges.

15. In addition to the compensation for services rendered, FJW PLLC shall be reimbursed for all reasonable out-of-pocket expenses incurred relating directly to work performed for the Debtors in the Chapter 11 Cases. Examples of such expenses include travel, lodging, meals, equipment and vehicle rental, clerical supplies, and services, and telephone, fax, and photocopy charges. FJW PLLC charges only the amount actually incurred by FJW PLLC in connection with such items.

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

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

v. Prepetition Retainer & Compensation Paid

18. On June 26, 2026, FJW PLLC received a payment of $250,000 into its client trust account from the Debtors in connection with preparation for chapter 11 bankruptcy relief, which partially covered its June 2026 balance of $275,274.30. On July 1, 2026, FJW PLLC received a further payment of $300,000 into its client trust account (collectively, the "**Retainer**") from the Debtors, which was used to cover the existing balance in the amount of $25,274.30 and the July 1

invoice in the amount of $15,155.00. FJW PLLC also received a payment of $107,756 to cover filing fees for the bankruptcy cases. FJW PLLC currently holds $259,570.70 of the Retainer (the "**Remaining Retainer**") in its client trust account. FJW PLLC will hold the Remaining Retainer in its client trust account subject to further order of this Court.

vi. Connections & Disinterestedness

19. The Wright Declaration describes the inquiry FJW PLLC conducted into the potential connections to parties in interest in these Chapter 11 Cases and the connections thus uncovered. To the best of the Debtors' knowledge, and except as otherwise disclosed in the Wright Declaration, FJW PLLC and its partners and associate attorneys: (a) do not have any connection with the Debtors, their affiliates, their creditors, any other party in interest, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors' estates.

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

RELIEF REQUESTED

21. The Debtors seek entry of an order, substantially in the form of the Proposed Order, authorizing the employment and retention of FJW PLLC as bankruptcy co-counsel for the Debtors effective as of July 2, 2026, in accordance with and pursuant to the terms and conditions of the

Engagement Letter, which is incorporated herein by reference.

BASIS FOR RELIEF

22. Subject to bankruptcy court approval, Bankruptcy Code §§ 327(a) and 1107 authorize a debtor-in-possession to "employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties . . . ." Bankruptcy Code § 327(c) provides that "[i]n a case under chapter 7, 12, or 11 of this title, a person is not disqualified for employment under this section solely because of such person's employment by or representation of a creditor, unless there is objection by another creditor or the United States trustee, in which case the court shall disapprove such employment if there is an actual conflict of interest." Further, Bankruptcy Code § 1107(b) provides that a professional person is not disqualified for employment by a debtor in possession solely because of the professional's employment by or representation of the debtor before the commencement of the chapter 11 case.

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

a. be filed by the trustee or committee and served on the United States Trustee (except in a case under Chapter 9 of the Bankruptcy Code);

b. state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee; and

c. be accompanied by a verified statement of the person to be employed setting forth the person's connections with the debtor, creditors, any party in interest,

> their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee.

Fed. R. Bankr. P. 2014.

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

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

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

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

> (1) to possess or assert any economic interest that would tend to lessen the value of the bankruptcy estate or that would create either an actual or potential dispute in which the estate is a rival claimant; or

> (2) to possess a predisposition under circumstances that render such a bias against the estate.

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

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

> The term "disinterested person" means a person that—(A) is not a creditor, an equity security holder, or an insider; (B) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and (C) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

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

28. The Wright Declaration describes no connections or other circumstances that amount to holding or representing an adverse interest or that render FJW PLLC not a "disinterested person." The only material connection described by the Wright Declaration related to these Chapter 11 cases are FJW PLLC's prepetition representation of the Debtors beginning August 5, 2025. The Debtors are not aware of any connections in addition to those disclosed in the Wright Declaration.

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

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

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

30. This Application and the Wright Declaration meet the requirements of Bankruptcy Local Rule 2014-1. This Application describes the compensation agreed and paid to FJW PLLC in connection with this case. Further, the Wright Declaration contains specific statements regarding the compensation paid and agreed to be paid to FJW PLLC in connection with this case. FJW PLLC does not have any agreement with respect to the sharing of compensation received in this case except among its partners. Further, because the Application was filed within thirty (30) days of the Petition Date, it is deemed contemporaneous with the commencement of the cases.

NOTICE

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

CONCLUSION

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

[*Remainder of Page Intentionally Left Blank*]

Dated: July 15, 2026

Respectfully submitted,

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

CERTIFICATE OF SERVICE

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

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

EXHIBIT A

Engagement Letter

LAW OFFICES OF
FRANK J. WRIGHT

FRANK J. WRIGHT
frank@fjwright.law
(214) 935-9100

July 1, 2026

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

Re: **Engagement Agreement**

Dear Ben:

We appreciate your selection of the Law Offices of Frank J. Wright, PLLC (the "**Firm**") in connection with the bankruptcy representation of SynergenX Legacy Holdings, LLC and its subsidiaries and affiliates (the "**Client**"), as Debtors-in Possession under Chapter 11 of the United States Bankruptcy Code. The purpose of this letter is to set forth the nature of our representation and the terms on which that representation is to be accomplished.

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

1. Staffing

I will have primary responsibility for the Matter but will utilize other Firm attorneys and paraprofessionals when that is appropriate and cost effective. We will keep the Client informed of our progress and will utilize our best efforts to respond to the Client as promptly as possible. In return, the Client agrees to keep us informed of any developments that affect the Matter as soon as the Client becomes aware of them, and to be available when we need to consult with the Client.

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

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

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

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

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

3. **Fees and Billing**

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

a. It is agreed that you will compensate us for services, subject to the professional responsibility rules governing our practice, based on the time devoted to the Matter at the hourly rates charged by members of our Firm. Currently, the hourly rates of the attorneys who will likely work on this matter range from $250.00 to $1000.00. My bankruptcy hourly rate for the Matter is currently $1000.00. In all such reorganization cases, such fees are also subject to formal fee applications and/or hearing before the Bankruptcy Court.

b. We will bill you for support services, such as photocopy, messenger and delivery service, online research, travel, word processing, court costs, and search and filing fees. We do not charge long-distance telephone charges or for conference calls. If we arrange a video conference on your behalf, we will bill you at rates established by the service provider. We currently charge $.20 per page for photocopies. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect our internal costs. It is our policy to provide the most cost effective and efficient support systems available.

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

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

4. **Retainer Requirements**

In addition, the parties hereto have agreed that the Clients will deposit with the Firm the sum of $300,000 as a cash retainer for the fees and expenses that will be incurred by the Firm in the bankruptcy case ("**Bankruptcy Retainer**"). The Bankruptcy Retainer will be held by the Firm in trust and placed in an IOLTA account. The Bankruptcy Retainer is not an estimate of the total costs that will be incurred in the bankruptcy case, and the costs may exceed that amount. The Client hereby grants our Firm a perfected security interest in the retainer to secure the payment of all fees and expenses now owing or which may become owing to our Firm in connection with this representation. Each month, subject to Court requirements, we will draw from the Bankruptcy Retainer as our fees and expenses accrue and will provide monthly statements reflecting the charges deducted from the account. Client agrees to replenish the Bankruptcy Retainer upon request and subject to any necessary Court approvals. Upon completion of our services, any unused portion of the Bankruptcy Retainer as advanced remaining after deducting all outstanding charges for fees and expenses will be returned.

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

5. **Termination of Representation**

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

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

6. **Disposition of Files and Records**

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

b. Our Firm has internal policies that determine the retention period for closed representation files, which include all electronic or hard copy records related to the matter. Therefore, we will retain the files pertaining to the matter, including material prepared by or for the internal use of our attorneys, for a minimum period of ten (10) years following the conclusion of the matter. Therefore, if you do not request return of this file material prior to the expiration of the retention period, our Firm reserves the right to destroy it at the end of the defined retention period without further notice to you. Upon your reasonable request, our Firm will provide such portions of these file materials to you as required by the applicable rules of professional responsibility or other legal requirements. Unless applicable rules of professional responsibility require an earlier return, we may retain such file material pending receipt of payment of any outstanding fees or costs. Our Firm reserves the right to retain a copy of your representation files.

7. **Communication**

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

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

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

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

We look forward to working with you on this Matter.

Very truly yours,

By: */s/ Frank J. Wright*
Frank J. Wright

FJW:iva
Attachment

AGREED AND ACCEPTED:

SYNERGENX LEGACY HOLDINGS, LLC

By: WWW
Wayne Wilson, CEO

Dated: July 1, 2026

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

ORDER OF THE SUPREME COURT AND THE COURT OF CRIMINAL APPEALS

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1 I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against the unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

EXHIBIT B

Wright 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 FRANK J. WRIGHT IN SUPPORT OF THE DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF THE LAW OFFICES OF FRANK J. WRIGHT, PLLC AS BANKRUPTCY LEAD COUNSEL FOR THE DEBTORS EFFECTIVE AS OF JULY 2, 2026

I, Frank J. Wright, hereby declare as follows:

1. I am an attorney at law admitted to practice in the State of Texas and the Federal District Courts for the Southern, Northern, Western and Eastern Districts of Texas. I am a Partner in the Law Offices of Frank J. Wright, PLLC ("**FJW PLLC**" or "**Firm**") which firm maintains office for the practice of law at 1800 Valley View Lane, Suite 230, Farmers Branch, Texas 75234.

2. I am making this declaration (the "**Declaration**") in support of the Debtors' *Application for an Order Authorizing the Employment of the Law Offices OF Frank J. Wright, PLLC as Bankruptcy Lead Counsel for the Debtors Effective as of July 2, 2026* (the "**Application**"). Unless otherwise indicated, capitalized terms used but not defined herein have the meanings ascribed to such terms in the Application.

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

[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.

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

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

FJW PLLC'S CONNECTIONS SEARCH & DISCLOSURES

A. Search and General Description of Connections

5. In conjunction with the Debtors' retention of FJW PLLC, I performed the following actions to determine whether FJW PLLC, or any of its attorneys, have any disclosable connections to the Debtors, equity security holders, creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee:

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

b. Second, I cause all attorneys to review the list of Potential Parties in Interest for any connections and respond with any connection they have or of which they were aware.

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

6. The search uncovered no connections other than the parties disclosed herein.

B. Disclosures of Connections

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

a. Debtors—FJW PLLC represented the Debtors in connection with out-of-court restructuring efforts beginning on August 5, 2025. FJW PLLC also provided substantial services to the Debtors in preparation of the filing of their petitions for chapter 11 relief.

b. Sean T. Wilson—Frank J. Wright, partner of FJW PLLC, and Sean T. Wilson, a partner at co-counsel Shannon Lee Beatty LLP, were previously contemporaneously employed at Foley & Lardner LLP. Mr. Wright was a partner and Mr. Wilson was an associate at the firm.

c. American Electric Power-Ohio—The spouse of Jeffery Veteto, associate of FJW PLLC, was previously employed by American Electric Power until June 2026.

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

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

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

g. General Disclosure—FJW PLLC and its attorneys and staff have personal accounts or contractual relationships with Amazon, Atmos Energy, AT&T, DocuSign, FedEx, The UPS Store, or Prudential Insurance that are unrelated to these Chapter 11 Cases. FJW PLLC and its attorneys and staff may have personal accounts or contractual relationships with other parties in interest, but only with respect to matters unrelated to these Chapter 11 Cases.

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

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

C. Affirmative Statement of Disinterestedness

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

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

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

13. FJW PLLC does not possess or assert any economic interest that would tend to lessen the value of the Debtors' bankruptcy estates. FJW PLLC also does not possess or assert any economic interest that would create either an actual or potential dispute in which the bankruptcy

estates are rival claimants. FJW PLLC does not have any incentive to act contrary to the best interests of the bankruptcy estates.

D. Bankruptcy Rule 2016(b) Statement

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

15. On June 26, 2026, FJW PLLC received a payment of $250,000 into its client trust account from the Debtors in connection with preparation for chapter 11 bankruptcy relief, which partially covered its June 2026 balance of $275,274.30. On July 1, 2026, FJW PLLC received a further payment of $300,000 into its client trust account (collectively, the "**Retainer**") from the Debtors, which was used to cover the existing balance in the amount of $25,274.30 and the July 1 invoice in the amount of $15,155.00. FJW PLLC also received a payment of $107,756 to cover filing fees for the bankruptcy cases. FJW PLLC currently holds $259,570.70 of the Retainer (the "**Remaining Retainer**") in its client trust account. FJW PLLC will hold the Remaining Retainer in its client trust account subject to further order of this Court.

PROPOSED COMPENSATION

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

17. Subject to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and orders of the Court, FJW PLLC

intends to request the allowance of its compensation according to the rates set out in the following table:

BILLER	HOURLY RATE
Frank J. Wright	$1,000.00
Jeffery M. Veteto	$750.00
Paralegals	$225.00

18. The rates FJW PLLC intends to charge for this matter reflect FJW PLLC's standard hourly rates for services provided in complex bankruptcy.

19. The rates charged for this matter by FJW PLLC are comparable to the rates of similarly skilled and experienced attorneys in the Southern District of Texas. FJW PLLC will provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and any creditors' committee appointed in connection with any increase of FJW PLLC's hourly rates.

NO DUPLICATION OF SERVICES

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

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

ATTORNEY STATEMENT PURSUANT TO FEE GUIDELINES

22. The following is provided in response to the request for additional information set forth in the U.S. Trustee Guidelines for Reviewing Applications for Compensation and

Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013.

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

Answer: No.

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

Answer: No.

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

Answer: The Firm's prepetition billing rates are the same as those being charged in the bankruptcy with the exception of Associate Jeffery Veteto whose rate was increased from $650 an hour to $750 an hour on June 1, 2026, the Firm's anniversary and date for rate adjustments

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

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

CONCLUSION

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

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

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

Executed on July 14, 2026

/s/Frank J. Wright
Frank J. Wright

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

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

ORDER GRANTING DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF THE LAW OFFICES OF FRANK J. WRIGHT, PLLC AS BANKRUPTCY LEAD COUNSEL FOR THE DEBTORS EFFECTIVE AS OF JULY 2, 2026

Upon the application (the "**Application**")[2] of the above-captioned debtors and debtors in possession (the "**Debtors**") for an order (this "**Order**") authorizing the employment of Law Offices of Frank J. Wright, PLLC ("**FJW PLLC**") as bankruptcy lead counsel for the Debtors effective as of July 2, 2026; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor it is hereby ORDERED that:

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

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

1. In accordance with sections 327(a), 329(a), 330, 331, and 1107 of the Bankruptcy Code, Rules 2014 and 2016 of the Bankruptcy Rules, Rule 2014-1 Bankruptcy Local Rules, and the Complex Case Procedures, the Debtors are authorized to employ FJW PLLC as bankruptcy co-counsel for the Debtors as of July 2, 2026, under the terms and conditions set forth in the Wright Declaration, the Application, and Engagement Letter, all as modified by this Order.

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

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

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

5. Prior to any increases in FJW PLLC's hourly rates, FJW PLLC shall file a notice of rate increase with the Court and provide ten (10) business days' notice to the Debtors, the U.S.

Trustee, and any creditors' committee appointed in connection with these Chapter 11 Cases, which notice shall explain the basis for the requested rate increases in accordance with section 330 of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

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

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

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

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

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

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

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

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