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.	§	

APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (A) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN FTI CONSULTING, INC. 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 FTI Consulting, Inc. ("**FTI**") as financial advisor pursuant to the terms of the engagement letter by and among the Debtors and FTI, dated as of June 18, 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 Timothy J. Dragelin in Support of the Application of Debtors for Entry of an Order (A) Authorizing the Debtors to Employ and Retain FTI Consulting, Inc. as Financial Advisor Effective as of the Petition Date; and (B) Granting Related Relief* (the "**Dragelin 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 Dragelin 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].

FTI'S QUALIFICATIONS

6. The Debtors understand that FTI has a wealth of experience in providing restructuring and financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors throughout the United States.

7. FTI professionals have provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Chapter 11 Cases. FTI has provided financial, restructuring, and/or crisis management services in numerous large cases in this district. *See, e.g.*, *In re ModivCare Inc.*, Case No. 25-90309 (ARP) (Bankr. S.D. Tex. Dec. 15, 2025) [Docket No. 505]; *In re Wellpath Holdings, Inc.*, Case No. 24-90533 (ARP) (Bankr. S.D. Tex. Nov. 11, 2024) [Docket No. 444]; *In re Wolfspeed, Inc.*, Case No. 25-90163 (CML) (Bankr. S.D. Tex. Aug. 21, 2025) [Docket No. 230]; *In re Ascend Performance Materials Holdings Inc.*, Case No. 25-90127 (CML) (Bankr. S.D. Tex. June 12, 2025) [Docket No. 462]; *In re DocuData Solutions, L.C.*, Case No. 25-90023 (CML) (Bankr. S.D. Tex. May 16, 2025) [Docket No. 695]; *In re Cutera, Inc.*, Case No. 25-90088 (ARP) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 195]; *In re MLN US HoldCo LLC*, Case No. 25-90090 (CML) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 221]; *In re Jervois Texas, LLC,* Case No. 25-90002 (CML) (Bankr.

S.D. Tex. Mar. 6, 2025) [Docket No. 164]; *In re The Container Store Group, Inc.,* Case No. 24-90627 (ARP) (Bankr. S.D. Tex. Jan. 28, 2025) [Docket No. 197]; *In re Mobileum, Inc.*, Case No. 24-90414 (CML) (Bankr. S.D. Tex. Aug. 26, 2024) [Docket No. 166]; *In re Diebold Holding Company, LLC*, Case No. 23-90602 (MI) (S.D. Tex. July 18, 2023) [Docket No. 267]; *In re National Cinemedia, LLC*, Case No. 23- 90291 (MI) (S.D. Tex. June 6, 2023) [Docket No. 298]; *In re Serta Simmons Bedding, LLC*, Case No. 23-90020 (DRJ) (S.D. Tex. Mar. 6, 2023) [Docket No. 421]; *In re Cypress Environmental Partners, L.P.*, Case No. 22-90039 (MI) (S.D. Tex. July 12, 2022) [Docket No. 289]; and *CEC Entertainment, Inc.*, Case No. 20-33163 (MI) (S.D. Tex. Aug. 14, 2020) [Docket No. 581].

8. Accordingly, FTI 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 FTI be approved, FTI will provide services to the Debtors in accordance with the Engagement Letter and applicable orders of the Court. The FTI professionals will work closely with the Debtors' management and other professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, FTI is well-qualified to provide services to and represent the Debtors' interests in the Chapter 11 Cases.

9. The Debtors submit that the retention of FTI, 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

10. On June 18, 2026, the Debtors and FTI entered into that certain engagement agreement between FTI and counsel to the Debtors (the "**Engagement Letter**") to assist the Debtors with preparing business plan projections, exploring strategic alternatives and managing liquidity. Under the Engagement Letter, FTI agreed to provide restructuring and financial advisory

services to the Debtors. Generally, FTI 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, FTI will assist the Debtors in evaluating and implementing strategic and tactical options through the restructuring process. The FTI professionals may provide the following services:

- Assistance with the development of a plan of reorganization including business plan forecast and projections, liquidation analysis, reorganization value, and review detailed assumption thereof;
- Assistance with managing liquidity and with the preparation of cash and liquidity forecasts, including a rolling 13-week cash flow forecast, cash receipts and disbursement analyses, and budget vs. actual reporting;
- Assistance with sizing/budgeting for contingency reserves, and developing strategies to conserve cash, preserve optionality and extend liquidity runway;
- Assistance with procurement and vendor management;
- Assistance with the identification and implementation of short-term cash management procedures;
- Assistance and advice with respect to the identification of core business assets and the disposition of assets or liquidation of unprofitable operations;
- Assistance with the identification of executory contracts and leases and performance of cost/benefit evaluations with respect to the affirmation or rejection of each;
- Assistance in the preparation of financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Court approval is sought;
- Attendance at meetings and assistance in discussions with potential investors, banks, the Debtor's prepetition debt holders, the Committee and any other official committee appointed in this Chapter 11 Case, the U.S. Trustee, and other parties in interest and professionals hired by the same, as requested;
- Assistance in the preparation of information and analysis necessary for the confirmation of a plan in this Chapter 11 Case;
- Assistance with the development of customer and creditor communications plans;
- Assistance with the development of management incentive and employee retention plans that may be required to maintain key individuals and continuity through a transaction;
- If requested and required, provide testimony or testimony support; and
- Render such other general business consulting or such other assistance as Debtor's management or counsel may deem necessary that are consistent with the role of a financial advisor and not duplicative of services provided by other professionals in this proceeding.

NO DUPLICATION OF SERVICES

11. FTI 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 FTI are intended to complement, not duplicate, the services to be rendered by any other professional retained in the Chapter 11 Cases. The Debtors and FTI 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

12. FTI'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**").

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

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

Restructuring / Financial Services - United States

Title	Hourly Rate
Senior Managing Directors	\$1,270 - \$1,580
Directors / Senior Directors / Managing Directors	\$940 - \$1,195

Consultants/Senior Consultants	$535 - $850
Administrative / Paraprofessionals	$195 - $395

15. FTI reviews and revises its billing rates periodically. FTI 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.

16. The FTI 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. FTI'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]

17. To the extent FTI uses the services of independent contractors (the "**Contractors**") in the Chapter 11 Cases, FTI shall (a) pass through the cost of such Contractors to the Debtors at the same rate that FTI 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 FTI, and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

18. To the extent FTI requires the services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

19. In addition to compensation for professional services rendered by FTI Professionals, FTI will seek reimbursement for reasonable, necessary, and documented out-of-

pocket expenses incurred in connection with the Chapter 11 Cases, including transportation costs, lodging, meals, postage, vendor charges, delivery services, and other expenses incurred in providing professional services.

20. The Debtors understand that FTI 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 FTI in the Chapter 11 Cases.

21. To the best of the Debtors' knowledge, there is no agreement or understanding between FTI 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, FTI 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 FTI 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 $200,000 to FTI, of which FTI currently holds $176,059.33 "on account" to be applied to FTI's professional fees, charges, and disbursements (including estimates of the foregoing) for the term of the Engagement Letter (the "**Cash on Account**"). According to FTI's books and records, during the ninety (90) days before

the Petition Date, the Debtors paid $200,000 to FTI for the cash on account associated with the Engagement Letter. The Debtors do not owe FTI any sums for prepetition services.

FTI'S DISINTERESTEDNESS

24. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Dragelin Declaration, FTI (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 Dragelin Declaration, FTI has certain connections with creditors, equity security holders, and other parties in interest in the Chapter 11 Cases. All of these matters, however, are unrelated to the Chapter 11 Cases. FTI does not believe that any of these matters represent an interest materially adverse to the Debtors' estates or otherwise create a conflict of interest regarding the Debtors or 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 FTI's retention are discovered or arise, FTI will file a supplemental declaration pursuant to Bankruptcy Rule 2014.

INDEMNIFICATION

27. The Engagement Letter contains standard indemnification language with respect to FTI's services including, without limitation, an agreement by the Debtors to indemnify FTI and its shareholders, directors, officers, managers, employees, contractors, agents, and controlling persons, from and against any losses, claims, damages or expenses arising out of or in connection with the engagement of FTI 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 FTI and comparable firms providing restructuring and financial advisory services. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and FTI at arm's-length and in good faith. The Indemnification Provisions, viewed in conjunction with the other terms of FTI'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 FTI'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. FTI 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 FTI, or provide contribution or reimbursement to FTI, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from FTI's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of FTI'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 FTI 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 the Chapter 11 Cases, FTI 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, FTI must file an application therefor in this Court, and the Debtors may not pay any such amounts to FTI 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 FTI for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify FTI. All parties in interest shall retain the right to object to any demand by FTI for indemnification, contribution, or reimbursement.

BASIS FOR RELIEF

30. In consideration of the size and complexity of their businesses, the Debtors seek to engage FTI 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 FTI and (b) fee and expense structures and indemnification provisions typically utilized by FTI and other leading financial advisory and consulting firms. In addition, FTI 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 FTI 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 FTI professionals are well-qualified and equipped to assist the Debtors. Accordingly,

the retention of FTI 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

Dragelin Declaration

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.	§	

DECLARATION OF TIMOTHY J. DRAGELIN IN SUPPORT OF THE APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (A) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN FTI CONSULTING, INC. AS FINANCIAL ADVISOR, FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE; AND (B) GRANTING RELATED RELIEF

Pursuant to 28 U.S.C. § 1746, Timothy J. Dragelin declares as follows:

1. I am a Senior Managing Director with FTI Consulting, Inc. ("**FTI**"), which has a place of business at 201 S. College Street, Suite 2350, Charlotte, NC 28202, among other locations.

2. I submit this declaration on behalf of FTI in support of the *Application of Debtors for Entry of an Order (A) Authorizing the Debtors to Employ and Retain FTI Consulting, Inc., as Financial Advisor for Debtors Effective as of the Petition Date; and (B) Granting Related Relief* (the "***Application***").[2] Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

FTI'S QUALIFICATIONS AND PROPOSED RETENTION

3. FTI has a wealth of experience in providing restructuring and financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors throughout the United States.

[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.

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 FTI to assist them in taking steps that are crucial to the success of the Chapter 11 Cases. FTI performs critical services that complement the services provided by the Debtors' other professionals.

5. FTI professionals have provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Chapter 11 Cases. FTI has provided financial, restructuring, and/or crisis management services in numerous large cases in this district. *See, e.g.*, *In re ModivCare Inc.*, Case No. 25-90309 (ARP) (Bank. S.D. Tex. Dec. 15, 2025) [Docket No. 505]; *In re Wellpath Holdings, Inc.*, Case No. 24-90533 (ARP) (Bankr. S.D. Tex. Nov. 11, 2024) [Docket No. 444]; *In re Wolfspeed, Inc.,* Case No. 25-90163 (CML) (Bankr. S.D. Tex. Aug. 21, 2025) [Docket No. 230]; *In re Ascend Performance Materials Holdings Inc.*, Case No. 25-90127 (CML) (Bankr. S.D. Tex. June 12, 2025) [Docket No. 462]; *In re DocuData Solutions, L.C.*, Case No. 25-90023 (CML) (Bankr. S.D. Tex. May 16, 2025) [Docket No. 695]; *In re Cutera, Inc.*, Case No. 25-90088 (ARP) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 195]; *In re MLN US HoldCo LLC*, Case No. 25-90090 (CML) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 221]; *In re Jervois Texas, LLC,* Case No. 25-90002 (CML) (Bankr. S.D. Tex. Mar. 6, 2025) [Docket No. 164]; *In re The Container Store Group, Inc.,* Case No. 24-90627 (ARP) (Bankr. S.D. Tex. Jan. 28, 2025) [Docket No. 197]; *In re Mobileum, Inc.*, Case No. 24-90414 (CML) (Bankr. S.D. Tex. Aug. 26, 2024) [Docket No. 166]; *In re Diebold Holding Company, LLC*, Case No. 23-90602 (MI) (S.D. Tex. July 18, 2023) [Docket No. 267]; *In re National Cinemedia, LLC*, Case No. 23- 90291 (MI) (S.D. Tex. June 6, 2023) [Docket No. 298]; *In re Serta Simmons Bedding, LLC*, Case No. 23-90020 (DRJ) (S.D. Tex. Mar. 6, 2023) [Docket

No. 421]; *In re Cypress Environmental Partners, L.P.*, Case No. 22-90039 (MI) (S.D. Tex. July 12, 2022) [Docket No. 289]; and *CEC Entertainment, Inc.*, Case No. 20-33163 (MI) (S.D. Tex. Aug. 14, 2020) [Docket No. 581].

6. I have extensive experience which includes advising companies, creditors, shareholders and other interested parties on restructuring transactions both in chapter 11 and in non-bankruptcy driven resolutions. I have industry expertise in healthcare, real estate, and financial services, among other areas.

7. My experience includes leading engagements where I have represented companies and creditors in formal and informal restructurings and advising clients, including companies and creditors, on structuring, negotiating and refinancing various forms of debt and equity. I have served as Chief Restructuring Officer and Chief Financial Officer to distressed companies and developed and implemented cost reduction and cash flow improvement initiatives. In addition, I have valued and sold companies in and outside of chapter 11, advised acquirers of such companies, and identified, analyzed and recommended strategic and financial alternatives thereto.

8. I am a Senior Managing Director in FTI's Corporate Finance and Restructuring practice and co-leader of FTI's Healthcare and Life Sciences Restructuring Practice. I have more than 30 years of experience in restructuring matters, including representing debtors and creditors in bankruptcy and out-of-court restructurings. My experience includes bankruptcy planning and management, turnaround consultation, interim management, lender advisory, buy-side due diligence, sell-side mandates, valuation, process improvement, forensic investigations, and litigation advisory work. Accordingly, I have significant relevant experience regarding the Debtors that will assist me in providing effective and efficient services in these chapter 11 cases.

9. A representative list of my client experience includes:

- Interim CFO and CRO of Wellpath Holdings Inc., leading medical and mental health services provider in correctional facilities.
- CEO of Smith Drug Company, a national pharmaceutical wholesaler.
- CEO and CRO of Orion Health Corp., Constellation Healthcare Technologies, a national RCM, MSO and IPA.
- Interim CFO EyeSouth Partners, a national Ophthalmology group.
- CRO of Vanguard Healthcare, a skilled nursing portfolio owner/operator including pharmacy company.
- Financial advisor to Endologix, a medical device manufacturer.
- Financial advisor to the secured lenders of a national general dentistry and orthodontic DSO.
- Financial advisor to the secured lenders of a national behavioral health provider.
- Interim CFO of Elara Caring a home health, hospice and PCS provider.
- Board member and manager of Country Place Senior Living, a multi-state assisted living and memory care limited liability corporation.

10. The FTI 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 FTI professionals will work closely with the Debtors' management and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, FTI is well qualified to provide services to and represent the Debtors' interests in the Chapter 11 Cases.

11. FTI 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

12. On June 18, 2026, the Debtors and FTI entered into the Engagement Letter to assist the Debtors with preparing business plan projections, exploring strategic alternatives and

managing liquidity. The terms and conditions of the Engagement Letter were negotiated between the Debtors and FTI and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement.

13. Pursuant to the Engagement Letter, FTI will provide restructuring and financial advisory services to the Debtors. Generally, FTI shall perform services to assist the Debtors throughout the chapter 11 process. Working collaboratively with the senior management team, CEO, CFO, and the Debtors' other professionals, FTI will assist the Debtors with evaluating and implementing strategic and tactical options through the restructuring process. In addition, the FTI professionals may work with the Debtors to do the following, among others:

- Assistance with the development of a plan of reorganization including business plan forecast and projections, liquidation analysis, reorganization value, and review detailed assumption thereof;
- Assistance with managing liquidity and with the preparation of cash and liquidity forecasts, including a rolling 13-week cash flow forecast, cash receipts and disbursement analyses, and budget vs. actual reporting;
- Assistance with sizing/budgeting for contingency reserves, and developing strategies to conserve cash, preserve optionality and extend liquidity runway;
- Assistance with procurement and vendor management;
- Assistance with the identification and implementation of short-term cash management procedures;
- Assistance and advice with respect to the identification of core business assets and the disposition of assets or liquidation of unprofitable operations;
- Assistance with the identification of executory contracts and leases and performance of cost/benefit evaluations with respect to the affirmation or rejection of each;
- Assistance in the preparation of financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Court approval is sought;
- Attendance at meetings and assistance in discussions with potential investors, banks, the Debtor's prepetition debt holders, the Committee and any other official committee appointed in this Chapter 11 Case, the U.S. Trustee, and other parties in interest and professionals hired by the same, as requested;
- Assistance in the preparation of information and analysis necessary for the confirmation of a plan in this Chapter 11 Case;
- Assistance with the development of customer and creditor communications plans;
- Assistance with the development of management incentive and employee retention plans that may be required to maintain key individuals and continuity through a

transaction;

- If requested and required, provide testimony or testimony support; and
- Render such other general business consulting or such other assistance as Debtor's management or counsel may deem necessary that are consistent with the role of a financial advisor and not duplicative of services provided by other professionals in this proceeding.

NO DUPLICATION OF SERVICES

14. FTI 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 FTI will complement, and not duplicate, the services to be rendered by any other professional retained in the Chapter 11 Cases. The Debtors and FTI 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

15. FTI'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***").

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

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

Restructuring / Financial Services - United States

Title	Hourly Rate
Senior Managing Directors	$1,270 - $1,580
Directors / Senior Directors / Managing Directors	$940 - $1,195
Consultants/Senior Consultants	$535 - $850
Administrative / Paraprofessionals	$195 - $395

18. FTI reviews and revises its billing rates periodically. FTI 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.

19. The FTI 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. FTI'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]

20. To the extent FTI uses the services of independent contractors (the "***Contractors***") in the Chapter 11 Cases, FTI will (a) pass through the cost of such Contractors to the Debtors at the same rate that FTI 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 FTI, and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

21. To the extent FTI requires the services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

22. In addition to compensation for professional services rendered by the FTI professionals, FTI will seek reimbursement for reasonable, necessary, and documented out-of-pocket expenses incurred in connection with the Chapter 11 Cases, including transportation costs, lodging, meals, postage, vendor charges, delivery services, and other expenses incurred in providing professional services.

23. FTI 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.

24. To the best of my knowledge, there is no agreement or understanding between FTI 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, FTI 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.

25. Pursuant to the Engagement Letter, the Debtors paid $200,000 to FTI, of which FTI currently holds $176,059.33 "on account" to be applied to FTI's professional fees, charges, and

disbursements (including estimates of the foregoing) for the term of the Engagement Letter (the "***Cash on Account***"). According to FTI's books and records, during the ninety (90) days before the Petition Date, the Debtors paid $200,000 to FTI for the cash on account associated with the Engagement Letter. I understand that the Debtors do not owe FTI any sums for prepetition services.

<u>INDEMNIFICATION</u>

26. The Engagement Letter contains standard indemnification language with respect to FTI's services, including an agreement by the Debtors to indemnify FTI and its shareholders, directors, officers, managers, employees, contractors, agents, and controlling persons, as well as myself (each, an "***FTI Party***") from and against any losses, claims, damages or expenses arising out of or in connection with the engagement of FTI that is the subject of the Engagement Letter.

27. The indemnification provisions contained in the Engagement Letter (the "***Indemnification Provisions***") are customary and reasonable for FTI 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 FTI at arm's length and in good faith. In my view, the Indemnification Provisions, viewed in conjunction with the other terms of FTI'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 FTI's services to successfully reorganize.

28. 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 FTI'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 FTI's services to successfully reorganize. For these reasons, I ask the Court to approve the Indemnification Provisions as modified in the proposed order.

FTI'S DISINTERESTEDNESS

29. In connection with the preparation of this Declaration, FTI 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 FTI. A listing of the parties reviewed is reflected on **Schedule 1** to this Declaration. FTI'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 FTI. A summary of such relationships that FTI identified during this process is set forth on **Schedule 2** to this Declaration.

30. Based on the results of its review, except as set forth in this Declaration, FTI does not have a relationship with any of the parties on **Schedule 1** in matters related to the Debtors or the Chapter 11 Cases. FTI has provided and could reasonably be expected to continue to provide services unrelated to the Chapter 11 Cases for the various entities shown on **Schedule 2**. FTI's assistance to these parties has been related to providing various financial restructuring, litigation support, technology, strategic communications, and economic 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 FTI's involvement in the Chapter 11 Cases compromise its ability to continue such consulting services.

31. In addition to the disclosures set forth on **Schedule 2**, FTI discloses the following:

- FTI has been retained by the BoyarMiller in connection to its representation of SynergenX Physician Services, PPLC, a non-Debtor affiliate of the Debtors, to provide certain consulting services related to the non-Debtor affiliates operations. The engagement and work remain ongoing. FTI believes that its work on this matter does not (x) compromise its ability to provide services to the Debtors in these

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

Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.

- From January 2022 through February 2022, FTI's forensic and litigation consulting segment was engaged by Debtor SynergenX Health Holdings, LLC, non-Debtor SynergenX Physician Services PLLC, as well as, Shelia Jumper, PHS Holdings, LLC, Medpro Consulting, LLC, Texas Medsurge, LLC, and Welton Wayne Wilson to provide expert testimony on damages in connection with trademark dispute litigation captioned *BestLife Holdings, Inc. d/b/a Cenegenics v. Synergenx Health Holdings, LLC*, et al., No. 4:21-cv-00071 (S.D. Tex.). FTI's work on this matter is complete. FTI believes that its work on this matter does not (x) compromise its ability to provide services to the Debtors in these Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.

- From June 2021 through July 2021, FTI's forensic and litigation consulting segment was engaged by Debtor Synergenx Health Holdings LLC, Welton Wayne Wilson and WWTJW Holdings LLC to provide a damages analysis in connection with an employment dispute litigation captioned *1920 HWY 114 LLC, Low-T Physicians Service PLLC, and Low-T Centers, Inc. v. Welton Wayne Wilson, Synergenx Health Holdings LLC, and WWTJW Holdings LLC*, No. 342-304948-18 (Tex. Dist. Ct.). Low-T Centers, Inc. is now a subsidiary of SynergenX Health Holdings, LLC and is a debtor in the Chapter 11 Cases. FTI's work on this matter is complete. FTI believes that its work on this matter does not (x) compromise its ability to provide services to the Debtors in these Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.

- It is my understanding that Duke Energy is a utility provider and creditor of the Debtors. Nicholas C. Fanandakis, a member of the board of directors of FTI Consulting, Inc., is also a member of the board of directors of Duke Energy Corporation. To the best of my knowledge, Mr. Fanandakis does not have any professional involvement in this matter in any capacity.

32. As part of its diverse practices, FTI 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, FTI 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, FTI 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 FTI is to be employed and none are in connection with the Chapter 11 Cases.

33. FTI is not a "creditor" of any of the Debtors within the meaning of section 101(1) of the Bankruptcy Code. Further, neither I, FTI, nor any other of the FTI 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, FTI (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, FTI believes that it is eligible to represent the Debtors under section 327(a) of the Bankruptcy Code.

34. It is FTI'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, FTI 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

FTI CONSULTING, INC.

/s/ Timothy J. Draglin
Timothy J. Dragelin
Senior Managing Director
FTI Consulting, Inc.

Exhibit 1

Engagement Letter

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PRIVATE & CONFIDENTIAL

June 18, 2026

Frank J. Wright
Law Offices of Frank J. Wright
1800 Valley View Lane, Suite 250
Farmers Branch, TX 75234

Re: SynergenX Joint Holdings, LLC

Dear Frank:

1. **Introduction**

This letter confirms that we, FTI Consulting, Inc. ("FTI"), have been retained by you, Law Offices of Frank J. Wright (the "Counsel"), to provide certain financial advisory and consulting services (the "Services") as set forth below in relation to your representation of SynergenX Joint Holdings, LLC ("Company" or the "Client"). This letter of engagement (the "Engagement Letter") and the related Standard Terms and Conditions constitute the engagement contract (the "Engagement Contract") pursuant to which the Services will be provided (the provision of such Services, the "Engagement").

2. **Scope of Services**

The Services, to be performed at Counsel's direction, are expected to include the following:

1. Assisting Management with developing analyses to support on-going operating initiatives
2. Assisting Management with analyzing strategic alternatives
3. Assisting with the Company's Business Plan projections and liquidity forecasting by performing detailed reviews of underlying assumptions. The services may include analyses performed on a service line and clinical, and patient basis, as appropriate
4. Analyzing potential opportunities for revenue enhancements and cost reductions (clinical and general and administrative)
5. Preparing a summary of the analyses which may be used in discussions with stakeholders
6. Attending and participating in meetings and discussions with stakeholders
7. Performing other customary services typical for an engagement of this type as may be mutually agreed to by the Company, Counsel and FTI from time to time

The Services may be performed by FTI or by any subsidiary or affiliate of FTI, as FTI shall determine; provided that FTI shall notify the Client and Counsel if any subsidiary or affiliate shall be used on this engagement. FTI may also provide Services through its or its subsidiaries' or affiliates' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary, each affiliate, and any such agents or independent contractors and their employees. For purposes of this Engagement Contract, the term "affiliate" shall mean and include any entity that directly or indirectly controls, is controlled by, or is under

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common control with a party, for as long as such relationship remains in effect. The term "control" means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, through contract, or otherwise.

The Services, as outlined above, are subject to change as mutually agreed between FTI, Client and Counsel in writing.

FTI is engaged by Counsel on behalf of its Client to provide the Services . Accordingly, while FTI may from time to time suggest options which may be available to Client and further give FTI's professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with Client, its management, and board of directors. FTI and its employees will not make any management decisions for Client and will not be responsible for communicating information concerning Client to the public, Client's shareholders, or others.

As part of the Services, FTI may be requested to assist Client (and Counsel or other advisors) in negotiating with Client's creditors and equity holders and with other interested parties. In the event that FTI participates in such negotiations, the representations made and the positions advanced will be those of Client and its management, not FTI or its employees.

If cases under Title 11 of the United States Code (the "Bankruptcy Code") are commenced and FTI's retention is approved, FTI's role will include serving as principal bankruptcy financial advisors to the debtors and debtors in possession in those cases under a general retainer, subject to court approval. FTI's role also will encompass all out-of-court planning and negotiations attendant to these tasks.

As usual, FTI's Engagement is to represent Client and not its individual directors, officers, employees, or shareholders. FTI, however, anticipates that FTI may provide information or advice to directors, officers, or employees in their corporate capacities over the course of the Engagement.

3. **Fees and Cash on Account**

Fees in connection with this Engagement will be based upon the time incurred providing the Services, multiplied by FTI's standard hourly rates, summarized as follows:

United States

	Per Hour (USD)
Senior Managing Directors	$1,270 – 1,580
Directors / Senior Directors / Managing Directors	940 – 1,195
Consultants / Senior Consultants	535 – 850
Administrative / Paraprofessionals	195 – 395

Hourly rates are generally revised periodically. To the extent this Engagement requires services of FTI's International divisions or personnel, the time will be multiplied by FTI's standard hourly rates applicable on International engagements. Note that FTI does not provide any assurance regarding the outcome of FTI's work, and FTI's fees will not be contingent on the results of such work.

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All payments will be due upon receipt of the invoice. For Client's information and use, FTI's Taxpayer Identification Number is 52-1261113. If Client disputes any of the fees or expenses on a specific invoice, Client shall notify FTI within thirty (30) days of receipt of the invoice of such a dispute. If Client fails to notify FTI within the thirty (30) day period, Client shall have waived its right to dispute such invoice.

Without limiting FTI's other rights and remedies, if any payment is not paid by Client within thirty (30) days of the date of invoice, then interest shall accrue, from the thirty-first (31st) day until payment in full is received, at the rate of one and one half (1 ½ %) percent per month. Nothing herein shall be construed as extending the due date of payments to be made by Client under this Engagement Contract. In addition to any other remedies set forth above and any other remedies available at law, FTI reserves the right to suspend Services until payment is received on past-due invoices. It is FTI's normal practice to be paid in full for all work performed to date prior to issuance of a report, deposition testimony, and/or trial testimony. Client agrees to pay all court costs, attorney fees (whether or not contingent on collection from Client) and other expenses, which may be associated with the collection of unpaid invoices. Should Client require FTI to submit invoices via an electronic billing service, any associated fees incurred for these electronic billing services shall be billed directly to Client for reimbursement.

In addition to the fees outlined above, FTI will bill for reasonable direct expenses which are likely to be incurred on Client's behalf during this Engagement. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the Engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this Engagement to which FTI is not a party, FTI will be compensated by Client at FTI's regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

Cash on Account. Client shall forward to FTI the amount of $150,000, which funds FTI will hold "on account" to be applied to FTI's professional fees, charges, and disbursements (including estimates of the foregoing) for the term of this Engagement Contract (the "Cash on Account"). To the extent the Cash on Account exceeds FTI's fees, charges, and disbursements after the completion of this Engagement Contract, FTI will refund any unused portion. Client agrees to increase or supplement the Cash on Account from time to time during the term of this Engagement Contract in such amounts as FTI reasonably determines are sufficient to ensure that FTI is not a pre-petition creditor in the event Client files a petition for relief under the Bankruptcy Code.

FTI will provide periodic invoices (not less frequently than monthly) to Client for Services performed in the previous invoice period plus any incidental services and other amounts approved in writing. All expenses will be billed at cost without markup. In certain circumstances, an invoice may be for estimated fees, charges, and disbursements through a certain date. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of FTI's Services.

Upon transmittal of an invoice, FTI may immediately draw upon the Cash on Account (as replenished from time to time) in the amount of the invoice. **Client agrees that invoices are due upon receipt.** Client further agrees to wire the invoice amount to FTI promptly as replenishment of the Cash on Account

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(together with any supplemental amount to which FTI and Client mutually agree), without prejudice to Client's right to advise FTI of any differences Client may have regarding such invoice set forth in the below paragraph. FTI has the right, at any time, to apply any Cash on Account (as it may be supplemented from time to time) to any outstanding invoice (including amounts billed prior to the date hereof), subject to (and without prejudice to) Client's opportunity to review FTI's invoices.

Client shall make any objections to the invoice in writing to FTI within thirty (30) days of receipt of the invoice. FTI shall have thirty (30) days from receipt of such an objection to send a (i) revised invoice, (ii) written response to the objection(s), or (iii) combination of (i) and (ii). Any reductions made to an invoice pursuant to this paragraph shall be credited to the Cash on Account and reflected on the next invoice sent by FTI. Notwithstanding anything to the contrary in this Engagement Contract, Client agrees that it will not reduce or delay any replenishments to the Cash on Account due to any objections Client may have to a particular invoice. If Client reduces or delays any replenishments to the Cash on Account, Client agrees that FTI may cease work immediately and without notice until it receives the full amount due. To the extent the parties are unable to consensually resolve a dispute over an invoice, such disputes shall be resolved in accordance with the applicable dispute resolution provisions of this Engagement Contract.

Additional Payment Terms

If any of Client's entities becomes a debtor in one or more cases under the Bankruptcy Code, some fees, charges, and disbursements (whether or not billed) incurred before the filing of bankruptcy petitions (voluntary or involuntary) might remain unpaid as of the date of the filing. The unused portion, if any, of the Cash on Account will be applied to any such unpaid pre-petition fees, charges, and disbursements. Any requisite court permission will be obtained in advance. FTI will then hold any portion of the Cash on Account not otherwise properly applied for the payment of any such unpaid pre-filing fees, charges, and disbursements (whether or not billed) as Cash on Account to be applied to FTI's final invoice in any case under the Bankruptcy Code.

In a case under the Bankruptcy Code, fees and expenses may not be paid without the express prior approval of the bankruptcy court. In most cases of this size and complexity, on request of a party in interest, the bankruptcy court permits the payment of interim fees during the case. Client agrees to file a motion in the bankruptcy court seeking the establishment of procedures for the payment of interim (monthly) fees and expenses during the case. If the bankruptcy court approves such a procedure, FTI will submit invoices on account against FTI's final fee. These interim invoices will be based on such percentage as the bankruptcy court allows of FTI's internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of FTI's Engagement.

Post-petition fees, charges, and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the bankruptcy court. Client understands that while the arrangement in this paragraph may be altered in whole or in part by the bankruptcy court, Client shall nevertheless remain liable for payment of court-approved post-petition fees and expenses. Such items are afforded administrative priority under Bankruptcy Code section 503(b)(1). Bankruptcy Code section 1129(a)(9)(A) provides that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Cash on Account (as

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may be supplemented from time to time) shall be held by FTI and applied against the final fee application filed and approved by the bankruptcy court.

4. **Terms and Conditions**

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this Engagement Letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties, and representations, and shall supersede all previous proposals, pre-engagement confidentiality agreements, letters of engagement, undertakings, agreements, understandings, correspondence, and other communications, whether written or oral, regarding the Services.

5. **Conflicts of Interest**

FTI has undertaken a limited review of its records to determine FTI's professional relationships with Client and this Engagement. As Client and Counsel may be aware, FTI is regularly retained by the administrative agent and/or other members of Client's lending group (or law firms retained by the administrative agent or lending group members). However, such representations are in matters unrelated to this Engagement.

From the results of such review, FTI was not made aware of any conflicts of interest or additional relationships that FTI believes would preclude FTI from performing the Services. However, as Client and Counsel know, FTI is a large consulting firm with numerous offices globally. FTI is regularly engaged by new clients, which may include one or more parties with interests potentially adverse to Client. The FTI professionals providing Services hereunder will not accept an engagement that directly conflicts with this Engagement without Counsel's or Client's prior written consent.

6. **Acknowledgement and Acceptance**

Please acknowledge acceptance of the terms of this Engagement Contract by signing the confirmation below and returning a copy to us at the above address.

If you have any questions regarding this Engagement Letter or the attached Standard Terms and Conditions, please do not hesitate to contact Tim Dragelin at (704) 819-3002 or Jan Naifeh at 615-390-8909.

Sincerely,

FTI CONSULTING, INC..

By: Janet R. Naifeh

Janet R. Naifeh
Senior Managing Director

Attachment – As stated

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Confirmation of Terms of Engagement

Client and Counsel agree to engage FTI Consulting, Inc. upon the terms of this Engagement Contract, which includes the attached Standard Terms and Conditions.

Law Offices of Frank J. Wright

By: Frank J Wright
Frank J. Wright
Managing Shareholder

Date: 6/18/26

SynergenX Joint Holdings, LLC

By: S A Flack
Steve Flack
CFO

Date: 6/18/2026

Contact Information of the person designated to receive & approve invoices:	
Name:	Steven Flack
Address:	11945 Compaq Center W Drive A.6.8 Suite A Houston, TX 77070
Phone:	630-631-8174
Email:	saflack@synergenx.com
AP Invoice Email (if applicable):	accounting@synergenx.com
Invoice Processing Information	
Please list any information required on the Invoice (i.e., Purchase Order #, Hours by Resource, Fees broken down by workstream, etc.)	
Require invoice submission via electronic billing system?	
If yes, please provide the necessary electronic billing system information (i.e., e-bill internet address):	

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FTI CONSULTING, INC.

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which FTI will provide the Services to as set forth within the attached Engagement Letter with Law Offices of Frank J. Wright and SynergenX Joint Holdings, LLC dated May 28, 2026. The Engagement Letter and the Standard Terms and Conditions (collectively the "Engagement Contract") form the entire agreement between us relating to the Services to the exclusion of any other express or implied terms, including any conditions, warranties, and representations, and shall supersede all previous proposals, pre-engagement confidentiality agreements, letters of engagement, undertakings, agreements, understandings, correspondence, and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract. Capitalized terms used but not defined shall have the meanings assigned in the Engagement Letter to which these Standard Terms and Conditions are attached.

1. Reports and Advice

1.1 **Use and purpose of advice and reports** – Any advice given or report issued by FTI is provided solely for Counsel's and Client's use and benefit and only in connection with the purpose for which the Services are rendered. Unless required by law, neither Counsel nor Client shall provide any advice given or report issued by FTI to any third party, or refer to FTI or the Services, without FTI's prior written consent, which shall be conditioned on the execution of a third party release letter in the form provided by FTI and attached hereto as Schedule A. Notwithstanding the foregoing, Client may disclose any advice given or report issued by FTI to Client's affiliates and its and their respective directors, officers, employees, legal counsel, accountants, and auditors who have a need to know, and who are bound by written agreements and/or rules of professional conduct/ethics to maintain confidentiality. In no event, regardless of whether consent has been provided, shall FTI assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

1.2 **Ownership** – If FTI is required to deliver, prepare or otherwise produce a written deliverable in connection with the Services, then Client will, conditioned upon FTI's actual receipt of payment for the Services rendered (and expenses incurred, if any) necessary to prepare and issue such deliverable, obtain ownership of such deliverable in its final form, subject to the restrictions on use or disclosure contained herein. To the extent that FTI uses any of its intellectual property ("FTI IP") in connection with the Services or any deliverable, then such FTI IP shall, at all times, remain the property of FTI. Client shall not acquire any ownership right or interest in FTI IP; provided, however, FTI grants to Client a perpetual, worldwide, irrevocable, limited license to use the FTI IP for the sole purpose for which such deliverable was prepared. FTI shall have all ownership and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting FTI's business.

2. Information and Assistance

2.1 **Provision of information and assistance** – FTI's performance of the Services is dependent upon Counsel and Client providing FTI with such information and assistance as FTI may reasonably require from time to time. FTI shall rely on such information without independent verification. If FTI's performance of its obligations under this Engagement Contract is prevented or delayed by any act or omission of Client or its

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agents, subcontractors, consultants, or employees, FTI shall not be deemed in breach of its obligations under this Engagement Contract or otherwise liable for any damages sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

2.2 **Punctual and accurate information** – Counsel and Client shall use reasonable skill, care, and attention to ensure that all information FTI may reasonably require is provided on a timely basis and is accurate, complete, and relevant for the purpose for which it is required. Each of Counsel Client shall also notify FTI if either party subsequently learns that any information provided is incorrect, inaccurate, or otherwise should not be relied upon.

2.3 **No assurance on financial data** – While FTI's work may include an analysis of financial and accounting data, the Services will not include an audit, compilation, or review of any kind of any financial statements or components thereof. Client management will be responsible for any and all financial information they provide to FTI during the course of this Engagement, and FTI will not examine, compile, or verify any such financial information. Moreover, the circumstances of the Engagement may cause FTI's advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, FTI will not express any opinion or other form of assurance on the financial statements of Client or any other person.

2.4 **Prospective financial information** – In the event the Services involve prospective financial information, FTI's work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and FTI will express no assurance of any kind on such information. There will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. FTI will take no responsibility for the achievability of results or events projected or anticipated by Client's management.

3. Additional Services

3.1 **Responsibility for other parties** – Counsel and Client shall be solely responsible for the work and fees of any other party engaged by Counsel or Client to provide services in connection with the Engagement regardless of whether such party was introduced to Counsel or Client by FTI. Except as provided in this Engagement Contract, FTI shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting, or taxation matters. Further, FTI acknowledges that it is not authorized under this Engagement Contract to engage any third party to provide services or advice to Counsel, Client, other than FTI's affiliates, agents, or independent contractors engaged to provide Services, without Counsel's or Client's written authorization.

4. Confidentiality, Data Protection, Artificial Intelligence

4.1 **Restrictions on confidential information** – All parties to this Engagement Contract agree that any confidential information received from the other parties shall only be used for the purposes of providing or receiving Services under this or any other contract between the parties. Except as provided below, no party will disclose the other party's confidential information to any third party without such party's consent. Confidential information shall not include information that:

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4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;

4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or

4.1.3 is or has been independently developed by the recipient.

4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, all parties will be entitled to disclose confidential information to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable, not less than 2 business days' notice in writing is first given to the other party.

4.3 **Citation of Engagement** – Without prejudice to Clauses 4.1 and 4.2 above, Counsel and Client hereby agree that FTI shall be entitled to cite the performance of the Services hereunder to FTI's clients and prospective clients as an indication of FTI's experience and use Client's name and logo in connection with such disclosure, unless the Client specifically directs otherwise in writing.

4.4 **Internal quality reviews** – Notwithstanding the above, FTI may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews.

4.5 **Maintenance of workpapers** – Notwithstanding the above, FTI may keep one archival set of its working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with FTI's internal policies.

4.6 **Data protection** - In this paragraph, the terms "controller", "personal data", "processed", "processor", and "processing" shall have the meaning given to them, or any equivalent terms, in applicable data protection laws. FTI and Client will each act as separate and individual controllers in relation to any personal data processed by Client or FTI in connection with this Engagement Contract. FTI and Client will each comply with its own respective obligations under applicable data protection laws in relation to their processing of personal data under this Engagement Contract. Should the Services involve cross-border transfers of personal data, FTI and Client hereby enter into Module 1 of the EU Standard Contractual Clauses published by the European Commission and the UK Addendum to the EU Standard Contractual Clauses published by the ICO (where applicable) (together the "**Standard Contractual Clauses**"), with either Client or FTI acting as data exporter and either Client or FTI as data importer, as appropriate, in respect of any international transfer of personal data which would be prohibited by applicable data protection law in the absence of the Standard Contractual Clauses, in the form, manner, and version set out at https://ftitechnology.com/trust/cidta in effect as of the date of this Engagement Contract. Client acknowledges that FTI may appoint processors to process personal data on its behalf in connection with the Services. Such processors may be located overseas. Where required by applicable data protection law, FTI will enter into appropriate safeguards with these processors. Client and FTI agree that no "sale" (as that term is defined under applicable data protection laws) of personal data is intended as part of the Engagement Contract, and both parties will take steps to ensure no sale occurs. The parties agree that any provision of personal data by one party to another under the Engagement Contract is necessary to perform a business purpose and is not part of, and is explicitly excluded from, the exchange of consideration, or any other thing of value, between the parties.

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4.7 **Artificial Intelligence** – In the course of providing the Services to Client, FTI may utilize artificial intelligence ("AI") technologies, including machine learning, large language models, and generative AI. The AI technologies utilized by FTI may be developed internally by FTI, developed for FTI, or otherwise contained within third-party software. FTI has developed a policy setting forth guidelines and principles for its personnel regarding the responsible and ethical development, deployment and use of AI technologies. Additionally, FTI requires that its suppliers' use of AI conforms with FTI's existing standards or requirements, including those regarding confidentiality, data protection and information security.

5. Termination

5.1 **Termination of Engagement with notice** – Either party may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, FTI will stop all work immediately. Client will be responsible for all fees and expenses incurred by FTI through the date the termination notice is received. All unused portions of any retainer with FTI shall be refunded to Client as soon as possible.

5.2 **Continuation of terms** – The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement Letter and Clauses 1.1, 4, 6, and 7 of these Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

6. Indemnification, Liability Limitation, and Other Matters

6.1 **Indemnification** – Client agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors, and employees (collectively "Indemnified Persons") from and against any and all third party claims, for liabilities, damages, obligations, costs, and expenses (including reasonable attorneys' fees and expenses and costs of investigation) (collectively, "Losses") arising out of or relating to Client's and Counsel's retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services, or other matters relating to or arising from this Engagement Contract, except to the extent that any such Losses shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an "Adverse Determination"). Client shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.

6.2 **Limitation of liability** – Client and Counsel agree that no Indemnified Person shall be liable to Counsel, Client, or their respective successors, affiliates, or assigns, for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect, or punitive damages, damages for lost profits or opportunities, or other like damages or claims of any kind. In the event that FTI agrees hereunder and/or in writing to accept liability to more than one party, the limit of FTI's liability set forth in this Section 6.2 shall be shared between the parties, and in no event shall FTI's aggregate liability exceed the total amount of the fees paid to FTI under this Engagement Contract.

7. Governing Law, Jurisdiction, WAIVER OF JURY TRIAL, Compliance with Law, Notice, and Miscellaneous

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7.1 **Governing Law** – The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

7.2 **Jurisdiction; Service** – The United States District Court for the Southern District of New York and the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York shall have exclusive jurisdiction in relation to any claim, dispute, or difference concerning the Engagement Contract and any matter arising from it. The Bankruptcy Court having jurisdiction over Client's Bankruptcy case shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such courts and irrevocably waive any right they may have to object to any action being brought in these courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction. Each party agrees that it may be served with legal process, including a summons and complaint, by a recognized overnight courier (e.g., Federal Express, UPS) and agrees to waive personal service of the same in any action or lawsuit. Service under this provision may be directed to each party's notice address as provided in Section 7.5. The notice address shall be deemed valid unless updated or changed by written notice.

7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, CLIENT, AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.

7.4 **Compliance with Laws** – Each of FTI and Client agrees that it will comply with all anti-corruption, anti-money laundering, anti-bribery, and other economic sanctions laws and regulations of the United States, United Kingdom, European Union, and United Nations (collectively, the "ABC/AML/Sanction Laws") in connection with this Engagement. Client further agrees that it shall not, and it shall procure its employees not to, pay or cause other person(s) to pay FTI using any funds that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI, or otherwise take any action that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI. Each of FTI and Client shall promptly notify the other party in the event of any violation or failure to comply with ABC/AML/Sanction Laws in connection with this Engagement, or allegations relating thereto, by such party or its directors, officers, employees, or agents.

7.5 **Notice** – All notices, requests, consents, claims, demands, waivers, and other formal communications under this Engagement Contract shall be in writing and shall be deemed to have been given (a) when delivered by hand, (b) when received by the addressee, if sent by a nationally recognized overnight courier (evidence of receipt requested), (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient (in each case, if successfully transmitted and with a copy sent via one of the other methods of delivery specified in this paragraph), or (d) upon delivery, if mailed by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below, or at such other address for a party as shall be specified in a notice given in accordance with this paragraph:

If to FTI: FTI Consulting, Inc.
555 12th Street NW, Suite 700
Washington, D.C., 20004

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Attn: Legal Department
Email: LegalNotices@fticonsulting.com

If to Client: SynergenX Joint Holdings, LLC
11445 Compaq Center Dr. W
Suite 800
Houston, TX 77070
Attn: Steve Flack
Email: SFlack@synergenx.com

7.6 **Miscellaneous** – Client shall not assign any of its rights or delegate any of its obligations under this Engagement Contract without the prior written consent of FTI. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves Client of any of its obligations under this Engagement Contract. This Engagement Contract represents the entire understanding of the parties hereto and supersedes any and all other prior agreements among the parties regarding the subject matter hereof; shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns; may be executed and sent electronically (followed by originals sent via regular mail if requested by a party), and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and may not be waived, modified or amended unless in writing and signed by a representative of Client and FTI. The provisions of this Engagement Contract shall be severable. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a waiver thereof. This Engagement Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason hereof.

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SCHEDULE A

FTI STANDARD RELEASE LETTER

[Date]

[Third Party Name]
[Address]
[City, State Zip]

To whom it may concern.

Pursuant to that engagement letter dated _____ __, 202_ (the "Engagement Letter") between FTI Consulting, Inc. ("FTI") and ________ ("Client"), FTI has been engaged to perform certain services solely for Client (the "Services") in connection with ____________________________.

Client has requested that FTI provide [name of recipient] (the "Recipient") access to the report of its findings dated [date] and including any subsequent revisions, updates, or addendums thereto (together, the "Report"). Recipient acknowledges that this Report was prepared at the direction of Client, was performed exclusively for Client's sole benefit and use, may not include all procedures deemed necessary for the purposes of Recipient, and that certain findings and information may have been communicated to Client that are not reflected in the Report. Recipient further acknowledges that (a) the Report is being provided for informational purposes only; (b) the Report shall not constitute, either expressly or impliedly, any representation or affirmation by FTI as to the accuracy, completeness, and/or fairness of presentation of the Report or any statements or information contained therein; and (c) Recipient will make any decisions based on its own investigation, due diligence, and analysis, independent of, and without reliance on or reference to, the contents of the Report or any other opinions or conclusions of FTI.

In consideration of FTI allowing Recipient access to the Report and, if requested by Recipient, discussing the Report, Recipient agrees that it does not acquire any rights as a result of such access that it would not otherwise have had and acknowledges that FTI does not assume any duties or obligations to Recipient in connection with such access.

Recipient agrees to release FTI and its personnel from any claims or causes of action by Recipient that arise as a result of FTI permitting Recipient access to the Report. Recipient agrees not to sue or participate in any way (except as required by a validly issued court order or subpoena) in any legal proceeding, dispute, or cause of action against FTI arising out of or relating to the Report, including any claim that Recipient has in any way relied upon the Report. Recipient acknowledges that FTI does not owe or accept a duty to Recipient, whether in contract or in tort, or however otherwise arising.

Further, Recipient agrees not to disclose or distribute the Report, or any other information received orally or in writing from FTI, to any other parties without FTI's prior written consent. Notwithstanding the foregoing, Recipient may disclose the Report (a) to its Affiliates and its and their respective directors, officers, and employees, (the "Representatives") who have a need to receive the Report in connection with the purpose for which the Report is being provided to Recipient and solely for informational purposes, (b) to its legal counsel, accountants, and auditors

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who are bound by written agreements and/or rules of professional conduct/ethics to maintain the Report as confidential ("Professional Advisors"), (c) to its advisors (including but not limited to financial advisors), consultants, lenders, and/or potential investors, provided that, before any disclosure of the Report, each advisor, consultant, lender, and/or potential investor executes its own release letter with FTI with terms no less restrictive than those contained herein, provided, further that Recipient remains responsible for any breach of this letter agreement by its Representatives or Professional Advisors. Recipient may also disclose the Report as required by any applicable law, or by order or ruling of any competent judicial, governmental, regulatory, or supervisory body, provided, to the extent legally permissible, Recipient provides FTI with written notice promptly upon becoming aware of such obligation and reasonably cooperates with FTI, at FTI's expense, in FTI's efforts to obtain a protective order and/or limit the scope of such disclosure. Notwithstanding the foregoing, no notice is required regarding any disclosure of any information to a regulator or governmental agency having jurisdiction over Recipient or its Affiliates in the course of such regulator's or governmental agency's routine examination, reporting, audit, or inspection not targeting the Report or the Services. For purposes of this letter agreement, the term "Affiliate" shall mean and include any entity that directly or indirectly controls, is controlled by, or is under common control with Recipient, for as long as such relationship remains in effect. The term "control" means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, through contract, or otherwise.

Recipient's obligations hereunder do not prohibit Recipient from disclosing, without attribution or reference in any matter to FTI or the Report, any information that: (a) is or becomes publicly available other than by a breach of this letter agreement; (b) is or becomes available to Recipient from a third party who is known by Recipient to not be prohibited from disclosing such information by a contractual or legal obligation; (c) is known to Recipient prior to the date of this letter agreement; or (d) that Recipient develops independently without the use of or reliance on the Report. FTI is not authorized to and does not waive any other non-use or non-disclosure obligations which may apply to Client's or any other party's information that may be subject to confidentiality agreements.

This letter agreement constitutes the entire agreement between the parties regarding the subject matter hereof and shall be governed by the laws of the State of New York, without giving effect to the choice of law provisions thereof.

Please confirm Recipient's agreement with the foregoing by signing and dating a copy of this letter and returning it to FTI.

Sincerely,

____

Janet R. Naifeh
Senior Managing Director
FTI Consulting, Inc.

Acknowledged, accepted, and agreed:

[ENTER RECIPIENT NAME]

By: ________________________________

(Name of Company official)

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 Dragelin
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
FTI 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

Schedule 2

Engagements with Potential Parties in Interest

Advarra, Inc.	Empower Pharmacy	OG&E
Amazon	Entergy	Pinnacle Bank
Anybill Financial Services, Inc.	FedEx	Pitney Bowes
Astound Broadband	Frontier Communications	Pricewaterhousecoopers
AT&T	GFL Environmental	Proskauer Rose LLP
Atmos Energy	Gibson Dunn & Crutcher LLP	Prudential Insurance
Audacy Operations, Inc.	Grant Thornton	Quest Diagnostics
Bank of America	Gray Reed LLP	Radiate HoldCo, LLC
Beckman Coulter, Inc.	HCO Partners	Ring Central Inc.
Brightspeed	Henry Schein	Suddenlink Communications
CenterPoint Energy	iHeartMedia – Dallas Market	SynergenX Health Holdings
Charter Communications	iHeartMedia - Houston	SynergenX Health Holdings, LLC
Cincinnati Bell n/k/a Altafiber	iHeartMedia - Tulsa	SynergenX Joint Holdings
City of Austin	Internal Revenue Service	SynergenX Joint Holdings, LLC
City of Pflugerville	JPMorgan Chase Bank, N.A.	SynergenX Physician Services, PLLC
CMG Media Corporation aka Cox Media Group	Just Energy	TPx Communications
CNA Insurance	LabCorp	United Healthcare Insurance Company
Comcast	Law Offices of Frank J. Wright, PLLC	United States Attorney's Office
Comcast Cable	McDermott Will & Schulte LLP	US Department of Health & Human Services
Cox Media Group	MCKESSON	Wayne Wilson
Dell Technologies Inc.	Meta Platforms, Inc.	Wells Fargo
Department of Justice	Nicor Gas	Welton Wilson
DocuSign Inc.	NRG Energy, Inc.	Xcel Energy
Duke Energy		

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 FTI CONSULTING, INC. 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 FTI Consulting, Inc. ("**FTI**") as financial advisor pursuant to the terms of the engagement letter by and among the Debtors and FTI, dated as of June 18, 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 Court having reviewed and

[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.

considered the Application; and the Court having determined that the legal and factual bases set forth in the Application and the Dragelin Declaration establish just cause for the relief granted herein; and this Court being satisfied, based on the representations made in the Application and the Dragelin Declaration, that FTI 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 FTI does not hold or represent an interest adverse to the Debtors' estates; and this Court having found that the terms and conditions of FTI'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 FTI 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. FTI is authorized to apply the Cash on Account and/or advanced payments to satisfy any unbilled or other remaining prepetition fees and expenses that FTI 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 FTI, and applied against any amounts owed by the Debtors and approved by the Court in FTI's final fee application. After payment of FTI's fees approved in its final fee application, FTI 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, FTI shall (a) pass through the cost of Contractors to the Debtors at the same rate that FTI 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 FTI in accordance with this retention, and (d) file with the Court such disclosures as are required by Bankruptcy Rule 2014.

5. FTI 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 FTI 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, FTI seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in FTI'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 FTI shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of FTI's fee applications in the Chapter 11 Cases.

7. FTI 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 Dragelin Declaration and this Order, the terms of this Order shall govern.

9. FTI 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. FTI 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 FTI, or provide contribution or reimbursement to FTI, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from FTI's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of FTI'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 FTI 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, FTI 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, FTI must file an application therefor in this Court, and the Debtors may not pay any such amounts to FTI 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 FTI for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify FTI. All parties in interest shall retain the right to object to any demand by FTI for indemnification, contribution, or reimbursement.

12. To the extent the Debtors and FTI 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 FTI'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.