

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a  
Professional Corporation,<sup>1</sup>

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908 (CML)

**DECLARATION OF LOUIS E. ROBICHAUX IV IN SUPPORT OF DEBTOR'S  
EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS: (I)  
AUTHORIZING THE DEBTOR TO OBTAIN SECURED POSTPETITION  
FINANCING; (II) GRANTING LIENS AND PROVIDING CLAIMS WITH  
SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS; (III) MODIFYING THE  
AUTOMATIC STAY; (IV) SCHEDULING A FINAL HEARING;  
AND (V) GRANTING RELATED RELIEF**

I, Louis E. Robichaux IV, hereby declare and state as follows:

1. I am a Senior Managing Director at Ankura Consulting Group, LLC ("Ankura"). I have over 30 years of healthcare industry and restructuring experience, with significant expertise serving in chief restructuring officer roles. I have provided restructuring, crisis management, financial advisory, and expert witness services to parties in a broad variety of distressed corporate settings, with a significant emphasis on the US healthcare industry.

2. In the above-captioned case (the "Case"), I am the Chief Restructuring Officer ("CRO") of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession (the "Debtor").

3. I make this Declaration in support of the *Debtor's Emergency Motion For Entry of Interim and Final Orders: (I) Authorizing the Debtor to Obtain Secured Postpetition Financing;*

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<sup>1</sup> The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.



*(II) Granting Liens and Providing Claims With Superpriority Administrative Expense Status; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the “DIP Motion”),<sup>2</sup> which was filed contemporaneously herewith.

4. Ankura has worked collaboratively with the Debtor’s management to secure the DIP Facility, which will allow the Debtor to gain access to critical liquidity.

5. The DIP Facility has been evaluated by the Debtor and its professionals. The Debtor was unable to obtain sufficient financing on an administrative or unsecured basis at all, and was unable to obtain financing on a secured basis on terms better than the DIP Facility. The Debtor negotiated the DIP Facility in good faith and at arm’s length.

6. I have determined, based on my experience, that: (i) the DIP Facility is fair and reasonable based on typical market terms for financings of this type and size, and based on the circumstances of the Debtor, including its current liquidity crisis; (ii) the pricing, covenants, and maturity profile reflected in the DIP Facility are reasonable and customary under the circumstances; and (iii) there are no other financing options available to the Debtor that would provide financing on terms more favorable than those reflected in the DIP Facility. Based on my experience with debtor-in-possession financing transactions, as well as my involvement in the negotiation of the DIP Facility, the DIP Facility is the best and only reasonable financing option currently available to the Debtor.

7. Additionally, the Debtor and I believe that each “Significant Provision” identified in the DIP Motion is justifiable under the circumstances of this chapter 11 case because, among other things, the DIP Lender will not make the DIP Facility available to the Debtor without such

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Motion.

provisions, and the DIP Facility, taken as a whole, is fair, reasonable, and adequate for the Debtor (in the context of this chapter 11 case and constitutes the best financing option available).

8. In sum, it is my professional opinion that the terms of the DIP Facility, taken as a whole, are fair and reasonable under the circumstances and are the product of good faith, arm's length negotiations. For all the reasons included in this Declaration, I believe it is appropriate for the Court to approve the DIP Facility as contemplated by the DIP Motion.

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: October 28, 2025

/s/ Louis E. Robichaux IV  
Louis E. Robichaux IV  
Senior Managing Director  
Ankura Consulting Group, LLC