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

In re:	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1]	Case No. 24-34908 (CML)
Debtor and Debtor in Possession.	

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ANKURA CONSULTING GROUP, LLC AS FINANCIAL AND RESTRUCTURING ADVISOR

IF YOU OBJECT TO THE RELIEF REQUESTED, THEN 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 (21) DAYS FROM THE DATE THIS APPLICATION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, THEN YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK WITHIN TWENTY-ONE (21) DAYS FROM THE DATE THIS APPLICATION WAS FILED. OTHERWISE, THE COURT MAY TREAT THIS APPLICATION AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the "Debtor"), hereby files this application (the "Application") seeking to employ Ankura Consulting Group, LLC ("Ankura") as financial and restructuring advisor to the Debtor as of the Petition Date according to the terms and conditions of the engagement letter, attached hereto as **Exhibit A** (the "Engagement Letter"). In support of this Application, the Debtor submits the *Declaration of Isaac Lee* (the "Lee Declaration"), attached hereto as **Exhibit B**, and respectfully states as follows:

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

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JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157(a) and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. The statutory basis for the relief requested are §§ 105(a) and 327 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"),[2] Rules 2002(a)(2), 2014, 2016, and 5002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1(a)(2), 2014-1, 2016-1, 9003-1 and 9013-1(i) of the Local Rules (the "BLR") for the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court").

BACKGROUND

3. On October 21, 2024 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to chapter 11.

4. The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to §§ 1107 and 1108.

5. No trustee, examiner or official committee has been appointed in this chapter 11 case.

6. A description of the Debtor, its business, and the reasons for commencing this case are set forth in greater detail in the *Declaration of Ralph Cetrulo in Support of the Chapter 11 Petition and First Day Motions* [Docket No. 8] (the "First Day Declaration"). The First Day Declaration is incorporated by reference herein.

7. The Debtor seeks to retain Ankura as its financial and restructuring advisor. Ankura is an independent global expert services and advisory firm with its principal office located at 485

[2] Unless specified otherwise, all chapter and section reference are to the Bankruptcy Code.

Lexington Avenue, 10th Floor, New York, New York 10017, and other locations worldwide. Ankura, together with its advisor affiliates, has approximately 1,800 professionals serving over 3,000 clients across 55 countries.

8. Pursuant to the Engagement Letter, Ankura will:

(a) Advise and assist the Debtor with bankruptcy filing preparation and case management, including without limitation, the development of business and financial information required for filing of first and second day motions, schedules of assets and liabilities, statements of financial affairs, monthly operating reports and other required bankruptcy disclosures;

(b) Advise and assist the Debtor and its bankruptcy counsel in developing, negotiating and supporting a bankruptcy exit plan;

(c) Advise and assist the Debtor with analysis of potential claims and negotiation of claim recoveries;

(d) Advise and assist the Debtor with developing a short-term liquidity forecast and, if requested, a short-term and long-term financial projection model;

(e) Advise and assist the Debtor with developing initiatives to enhance and preserve the Debtor's liquidity;

(f) Advise and assist the Debtor with communications and negotiations with other parties in interest, including, but not limited to, landlords, creditors, vendors, and lenders;

(g) Advise and assist the Debtor in connection with responding to information requests from the Debtor's stakeholders and the preparation of various stakeholder presentations and financial reports required to support stakeholder negotiations and coordination;

(h) Advise and assist the Debtor in its review and assessment of vendor relationships and other executory contracts; and

(i) Advise and assist the Debtor with internal and external communications concerning the bankruptcy filing; and

(j) Perform such other professional services as may be requested by the Debtor and agreed to by Ankura in writing.

9. To the extent necessary, Ankura professionals also may provide testimony in any matter in this case in which such testimony is required.

10. Isaac Lee is a Managing Director at Ankura and has more than twenty (20) years of operational and financial restructuring experience. He has advised numerous companies on turnaround plan development and evaluation, liquidity improvement initiatives, asset dispositions, liability management and bankruptcy filing preparation. He has also assisted in managing and administering companies during chapter 11 cases. Additionally, he has prior experience with health care providers, including acting as Chief Restructuring Officer for Borrego Community Health Foundation and holding senior level responsibilities for a nine surgical center system engagement and a long-term care hospital system engagement where Ankura was involved. He received his MBA from the Tuck School at Dartmouth College and a BS in Business Administration from the University of Southern California.

11. The Debtor believes that Ankura and Mr. Lee have the right combination of knowledge and experience with bankruptcy cases to assist with this case. Ankura's professionals have advised management and boards of directors in numerous recent restructurings and turnarounds including: *In re Curitec, LLC,* Case No. 23-90108 (CML) (Bankr. S.D. Tex. Apr. 27, 2023) [Docket No. 123]; *In re Tehum Care Services, Inc.* Case No. 23-90086 (CML) (Bankr. S.D. Tex. Apr. 11, 2023) [Docket No. 340]; *In re Pipeline Health System, LLC,* Case No. 22-90291 (MI) (Bankr. S.D. Tex. Nov. 30, 2022) [Docket No. 602]; *In re Borrego Community Health Foundation*, Case No. 22-02384 (LT) (Bankr. S.D. Cal. Nov. 16, 2022) [Docket No. 176]; *In re Country Fresh Holding Co. Inc*., Case No. 21-30574 (MI) (Bankr. S.D. Tex. Mar. 31, 2021) [Docket No. 451]; *In re MTE Holdings LLC*, Case No. 19-12269 (CSS) (Bankr. D. Del. Feb. 26, 2020) [Docket No. 663]; *In re Furie Operating Alaska, LLC*, Case No. 19-11781 (LSS) (Bankr. D. Del. Nov. 1, 2019) [Docket No. 251]; *In re Emerge Energy Services LP*, Case No. 19-11563 (KBO) (Bankr. D. Del. Aug. 13, 2019) [Docket No. 200]; *In re 4 West Holdings, Inc*., Case No.

18-30777 (HDH) (Bankr. N.D. Tex. Apr. 18, 2018) [Docket No. 263]; *In re Foundation Healthcare, Inc*., Case No. 17-42571 (RFN) (Bankr. N.D. Tex. Jul. 20, 2017) [Docket No. 68]. Ankura provided services to the Debtor in the week leading up to the Petition Date, but Ankura is not a creditor of the Debtor.

12. As set forth more fully in the Engagement Agreement, the Debtor and Ankura have agreed to the following terms of compensation and expense reimbursement (the "Fee and Expense Structure"). Ankura charges an advisory fee based on the actual hours expended at Ankura's standard hourly rates that are in effect when the services are rendered (the "Fee"). Ankura's current standard hourly rates, subject to periodic adjustment, vary by title and experience level of the professional providing services. The hourly rates of professionals employed with Ankura who are expected to work on this matter are set forth in paragraph 2 of the Engagement Letter. Managing directors, such as Mr. Lee, charge between $1,000.00 and $1,120.00 per hour. The hourly rates for other professionals within Ankura range from $460.00 to $1,350.00 per hour. The hourly rate for paraprofessionals ranges from $360.00 to $415.00 per hour. In addition, the Debtor proposes to reimburse Ankura for all of Ankura's reasonable out-of-pocket and direct expenses incurred in connection with the services to be provided under the Engagement Agreement (including for Ankura's reasonable out-of-pocket fees and expenses for outside legal counsel and other third-party advisors) incurred in connection with the engagement.

13. Additionally, the Engagement Agreement contains terms for indemnification, contribution, and exculpation. The Debtors have agreed to indemnify Ankura in accordance with the indemnification provisions set forth in the Engagement Agreement. The indemnification and contribution provisions reflected in the Engagement Agreement are customary and reasonable

terms of consideration for financial and restructuring advisors such as Ankura for proceedings both out of court and in chapter 11.

14. The Debtor believes the proposed terms for this engagement are reasonable, market based, and designed to compensate Ankura fairly for its work and to cover fixed and routine overhead expenses. The proposed Fee and Expense Structure appropriately reflects the nature of the services to be provided by Ankura and the fee structures typically utilized by leading financial advisory firms of similar stature to Ankura for comparable engagements, with respect to both in- and out-of-court restructurings.

15. Mr. Lee's office at Ankura is located at 555 S. Flower St., Suite 4220, Los Angeles, CA 90071, with a phone number of (213) 670-3200.

RELIEF REQUESTED

16. The Debtor seeks entry of an order authorizing the employment of Ankura as its financial and restructuring advisor during the course of this case. The bases for the relief requested herein are §§ 327(a) and 1107(b), Bankruptcy Rules 2014 and 2016, and BLR 2014-1, 9003-1 and 9013-1.

BASIS FOR RELIEF REQUESTED

17. The Debtor is authorized to employ one or more financial and restructuring advisors and other professionals who do not hold or represent any interest adverse to the estate and who are also "disinterested persons." 11 U.S.C. §§ 101(14), 327(a). Section 1107(b) provides that, in a chapter 11 case, a person is not disqualified from employment under § 327(a) solely because the person was employed by or represented a debtor prior to filing of a bankruptcy petition. Section 328(a) provides that a professional retained under § 327(a) may be employed on any reasonable terms approved of by the Court.

18. The Debtor requests that the Court authorize the employment of Ankura pursuant to these provisions of the Bankruptcy Code in order to obtain financial and restructuring advisory services during this case that the Debtor believes are necessary for a successful reorganization.

19. The services the Debtor anticipates that Ankura will provide include some or all of the services outlined in paragraph 8 above. The Debtor believes that Ankura is well-qualified to provide each of these services.

20. Ankura will use reasonable best efforts to ensure that the services provided will complement, and not duplicate, the activities of the Debtor's workforce or the services to be rendered by other professionals for the Debtor retained in this chapter 11 case.

REQUIRED REPRESENTATIONS AND DISCLOSURES

21. Pursuant to Bankruptcy Rule 2014(a), Ankura must disclose in this Application the connections between Ankura, the Debtor, and potential parties in interest, and any potential conflicts of interest. Those connections are disclosed in **Schedule 2** to the Lee Declaration.

22. To the best of the Debtor's knowledge, none of the professionals or employees of Ankura have any connection with the Debtor, other than disclosed in the Lee Declaration. To the best of its knowledge, Ankura does not presently represent any interest adverse to the Debtor in regard to the matters with which it is to be employed in these proceedings and is a "disinterested" person with respect to the Debtor. 11 U.S.C. §§ 101(14), 327(a) and 1107(b). Representations and disclosures required under Bankruptcy Rule 2014 and BLR 2014-1 are contained in the Lee Declaration.

23. Ankura has not received any lien or other interest in property to secure payment of Ankura's fees and expenses in this case.

24. Ankura has no prepetition claim in this case.

25. Ankura has neither shared nor agreed to share any of the compensation it receives from this case with any person other than to share this compensation among its professionals and employees.

26. Ankura is not a creditor, an equity security holder, or an insider of the Debtor.

27. Ankura is not and was not an investment banker for any outstanding security of the Debtor. Ankura has not been within three years before the Petition Date an investment banker for a security of the Debtor, or an attorney for such an investment banker in connection with the offer, sale, or issuance of any security of the Debtor.

28. Neither Ankura nor any member of Ankura has ever been a director, officer, or employee of the Debtor or of any investment banker for any security of the Debtor.

29. To the best of the Ankura's knowledge, except as set forth in the Lee Declaration, Ankura's professionals and employees (i) are not creditors, equity security holders, or insiders of the Debtor, (ii) are not and were not, within two years of the Petition Date, directors, officers, or employees of the Debtor, (iii) do not represent any other entity having an adverse interest in connection with this case, and (iv) are not related to any judge of this Court, the U.S. Trustee, or any employee of the U.S. Trustee in this district.

30. As described in the Lee Declaration, Ankura has undertaken an extensive review of its conflicts database of existing and former clients to determine whether it had or has any connections with the parties-in-interest in this case. Attached to the Lee Declaration as **Schedule 1** is a list of the parties-in-interest in this case that was prepared by the Debtors (the "Parties-in-Interest-List") that Ankura has run through its conflicts database for the purpose of making these disclosures.

31. Pursuant to Bankruptcy Rule 2014(a), Ankura must disclose the connections between Ankura, the Debtors, potential parties in interest, and any potential conflicts of interest. Those connections are disclosed in **Schedule 2** to the Lee Declaration. Other than as set forth in the Lee Declaration, and to the best of the Debtor's knowledge, Ankura does not have connections with the Debtor, the bankruptcy estate, any insider of the Debtor, any creditors of the Debtor, any other party-in-interest in this case, or their respective attorneys or accountants, the U.S. Trustee, or any person employed by the U.S. Trustee. Ankura avers that none of the connections are disqualifying.

32. Ankura has represented other debtors in cases before the Court. Such prior representation in no way affects the proposed representation as provided for herein.

33. Ankura will conduct inquiries into any matters that would affect the foregoing. In the event additional disclosure is necessary, Ankura will file a supplemental verified statement setting forth any facts and circumstances relevant thereto.

34. The Debtor believes that its employment of Ankura upon the terms and conditions set forth above is in the best interests of the Debtor and the Debtor's estate.

COMPENSATION OF ANKURA

35. The Debtor proposes to retain Ankura retroactive to the Petition Date immediately upon the entry of an order from this Court authorizing employment pursuant to the Engagement Letter with compensation to be paid as set forth therein. Prior to the Petition Date, the Debtor paid $63,316.28 in compensation to Ankura. Ankura currently holds a general security retainer from the Debtor in the amount of $136,683.72 (the "Retainer"), which was funded before the Petition Date according to BLR 2016-1(b), for application to any unpaid fees and expenses incurred in this case, pursuant to BLR 2016-1(c). Ankura negotiated the amount of the Retainer based upon a

number of factors including, but not limited to, the size and complexity of the case, the time that Ankura expects to put forth in the case, and the expected availability of funds to pay Ankura's fees and expenses incurred in excess of the retainer.

36. Ankura recognizes that the payment of fees and expenses is subject to approval of the Court. The Debtor has agreed, subject to this Court's approval, to pay Ankura at its customary hourly rates for professionals and paraprofessionals, as set forth in the Lee Declaration. These hourly rates are subject to change from time to time in accordance with Ankura's established billing practices and procedures.

37. The Debtor submits that such rates are reasonable for the service Ankura is being asked to provide and should be approved by the Court, subject to a determination of any amounts actually to be paid to Ankura upon the filing of any application for compensation. Subject to approval by the Court, the Debtor proposes to reimburse Ankura for its actual and necessary expenses incurred in the course of this engagement. Ankura has and will utilize detailed time-keeping and billing software to generate detailed records of time spent and any actual and necessary expenses incurred with the rendition of the services described in this Application and the Engagement Letter.

38. Ankura agrees to accept, as compensation for its services, such sums as may be allowed by this Court in accordance with applicable law, based upon the time spent, the services rendered, the costs incurred, the results achieved, the difficulties encountered, the complexities involved, and any other appropriate factors.

39. The Debtor believes that the rates are reasonable and appropriate given the specific services that are needed and Ankura's and Mr. Lee's ability to provide them.

40. Should Ankura wish to seek interim payments for its services, Ankura will utilize any interim fee procedures established in this case in order to be paid on an interim basis. The Debtor shall schedule hearings on approval and payment of fees and expenses at times convenient to the Court's calendar.

41. It is the policy of Ankura to be reimbursed by clients for all out-of-pocket expenses incurred in connection with the representation of clients. All such expenses shall be billed in accordance with the normal billing practices of Ankura and subject to any limitations under the Bankruptcy Code and BLR 2016-1.

42. It is the policy of Ankura to bill travel time at the normal billing rate for the individual involved and, to the extent practicable, its professionals spend their travel time actively working on the client's matters. It is also the policy of Ankura not to double bill clients for travel—that is, not to bill for travel time when Ankura employees are working on matters for other clients while traveling.

43. Ankura will provide monthly billing statements to the Debtor's bankruptcy counsel and the Debtor that will set forth the amount of fees incurred and expenses advanced by Ankura during the prior month.

44. Ankura understands that provisions of the Bankruptcy Code require, among other things, approval by the Court of Ankura's employment and of all fees and reimbursement of expenses that Ankura will receive from the Debtor.

NOTICE

45. Pursuant to BLR 9003-1, the Debtor has provided notice of this Application to the U.S. Trustee for the Southern District of Texas. In light of the nature of the relief requested, no other or further notice is required.

CONCLUSION

46. Based on the foregoing, the Debtor respectfully requests that this Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

[*Signature page to follow*]

Dated: November 5, 2024

Respectfully submitted,

DENTONS US LLP

/s/ Casey Doherty

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Proposed Counsel to the Debtor and Debtor-in-Possession

CERTIFICATE OF ACCURACY

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to BLR 9013-1(i).

/s/ Casey Doherty

CERTIFICATE OF SERVICE

This is to certify that I have on November 5, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Casey Doherty

EXHIBIT A

(Engagement Letter)

ankura

Confidential

October 14, 2024

Ralph Cetrulo
Chief Financial Officer
Global Wound Care Medical Group
c/o Wound Pros Management Group
5901 West Century Blvd., Suite 750
Los Angeles, California 90045

Re: Financial Advisor Engagement

Dear Mr. Cetrulo:

This letter agreement (this "***Agreement***"), entered into as of October 14, 2024 (the "***Effective Date***"), confirms the terms of the agreement among Ankura Consulting Group, LLC ("***Ankura***") and Global Wound Care Medical Group (collectively, with its subsidiaries and affiliates, the "***Company***", the "***Client***" or "***you***") pursuant to which Ankura has been engaged to act as the advisor to Company to provide financial and restructuring advisory services as set forth below.

We have been retained by the Company and will report to Ralph Cetrulo.

1. Scope of Engagement: On the terms and subject to the conditions of this Agreement, Ankura will provide to the Company the following services (the "***Services***"), as requested by the Company and agreed to by Ankura:

(a) Advise and assist the Company with bankruptcy filing preparation and case management, including without limitation, the development of business and financial information required for filing of first and second day motions, schedules assets and liabilities, statements of financial affairs, monthly operating reports and other required bankruptcy disclosures;

(b) Advise and assist the Company and its bankruptcy counsel in developing, negotiating and supporting a bankruptcy exit plan;

(c) Advise and assist the Company with analysis of potential claims and negotiation of claim recoveries;

(d) Advise and assist the Company with developing a short-term liquidity forecast and if requested, a short-term and long-term financial projection model;

(e) Advise and assist the Company with developing initiatives to enhance and preserve the Company's liquidity;

(f) Advise and assist the Company with communications and negotiations with other parties in interest, including but not limited to, landlords, creditors, vendors, and lenders;



(g) Advise and assist the Company in connection with responding to information requests from the Company's stakeholders and the preparation of various stakeholder presentations and financial reports required to support stakeholder negotiations and coordination;

(h) Advise and assist the Company in its review and assessment of vendor relationships and other executory contracts; and

(i) Advise and assist the Company with any key employee retention issues;

(j) Advise and assist the Company with internal and external communications concerning the bankruptcy filing; and

(k) Perform such other professional services as may be requested by the Company and agreed to by Ankura in writing.

In the event there is a disagreement as to any direction, guidance or instruction to be given to Ankura in connection with the foregoing Services, Ankura shall take such direction, guidance or instruction from Ralph Cetrulo.

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

It is Ankura's intention to work closely with the Company's management throughout the course of the engagement. Regular discussions with the Company regarding Ankura's progress should provide the Company with an opportunity to confirm or request that Ankura modify the scope of its engagement to best serve the Company's needs. The Services and compensation arrangements set forth herein do not encompass other financial advisory services not set forth in this Section 1. If the Company and Ankura later determine to expand the scope of Services to include other services not otherwise set forth herein, such future agreement will be the subject of a further and separate written agreement of the parties.

2. Fees and Expenses: For Ankura's Services hereunder, the Company agrees to pay to Ankura the following non-refundable fee (the "***Fee***") based on the actual hours expended at our standard hourly rates that are in effect when the Services are rendered. Our rates generally are revised annually. Our current hourly rates are as follows:

US RATES		
Title	**2024 - RATE RANGE**	
Senior Managing Director	$ 1,205	$ 1,350
Managing Director	$ 1,000	$ 1,120
Senior Director	$ 820	$ 945
Director	$ 685	$ 790
Senior Associate	$ 560	$ 630
Associate	$ 460	$ 520
Paraprofessional	$ 360	$ 415

(a) Expense Reimbursement: Ankura shall be entitled to reimbursement of actual, reasonable out-of-pocket and direct expenses incurred in connection with the Services to be provided under this Agreement (including for Ankura's reasonable out-of-pocket fees and expenses for outside legal counsel and other third-party advisors) incurred in connection with this Agreement, including the negotiation and performance of this Agreement and the matters contemplated hereby (collectively, "***Expenses***"). In addition, each monthly invoice will include a charge equal to five percent (5%) of Fees (the "***Administrative and Technology Fee***") for Ankura costs related to administrative support, information and data security, data management and storage, certain software licenses, and technology/connectivity costs not specifically included in our hourly rates or direct expenses.

(b) Approval and Objection of Fees: Notwithstanding the standard of review of section 328(a) of the Bankruptcy Code, the Company and any creditors' committee appointed in such case, shall each retain the right to object to Ankura's fees in the event that the Company or the creditors' committee can establish that such amount (given the entire compensation to be received by Ankura pursuant to the terms of this Agreement) was not reasonable, consistent with the standards of section 330 of the Bankruptcy Code, based on the services actually provided by Ankura. Ankura acknowledges that, in the event that the Bankruptcy Court approves its retention by the Company, Ankura's fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders. The Company shall pay all fees and expenses of Ankura hereunder as promptly as practicable in accordance with the terms hereof.

(c) Reasonableness of Fees: The Company acknowledges that it believes that Ankura's general restructuring experience and expertise will inure to the benefit of the parties hereto, that the value to the parties hereto of Ankura's Services derives in substantial part from that experience and expertise and that, accordingly, the structure and amount of the Fees to be paid to Ankura hereunder are reasonable. The Company acknowledges that a substantial professional commitment of time and effort will be required of Ankura and its professionals hereunder, and that such commitment may foreclose other opportunities for Ankura. Given the numerous issues that may arise in engagements such as this, Ankura's commitment to the variable level of time and effort necessary to address such issues, the expertise and capabilities of Ankura that will be required in this engagement, and the market rate for Ankura's services of this nature, whether in-court or out-of-court, the parties agree that the fee arrangement provided for herein is reasonable, fairly compensates Ankura, and provides the requisite certainty to the parties hereto.

(d) Testimony; Subpoena Requests: If Ankura is requested or required to appear as a witness in any action that is brought by, on behalf of, or against you or that otherwise relates to this Agreement or the Services rendered by Ankura hereunder, you agree to (i) compensate Ankura for its associated time charges at our regular rates in effect at the time and (ii) reimburse Ankura for all documented, actual out-of-pocket expenses incurred by Ankura in connection with such appearance or preparing to appear as a witness, including without limitation, the fees and disbursements of legal counsel of Ankura's choosing. In addition, Ankura will be compensated and reimbursed for any time and expense (including without limitation, fees and expenses of legal counsel of Ankura's choosing) that Ankura may incur in considering or responding to discovery requests or other formal information requests for documents or information made in connection with any action or in connection with the Services.

3. Retainer: In connection with the foregoing, it is Ankura's policy to receive an advance retainer for the Fees and Expenses. Upon execution of this Agreement, the Company shall provide Ankura with such



retainer in the amount of $150,000 (the "***Retainer***") and the Company agrees to replenish the Retainer upon the request of Ankura. The Company understands and acknowledges that any Retainer becomes the property of Ankura when it is earned and the Company no longer has a property interest in any Retainer upon Ankura's earning of the Retainer, any Retainer will be placed in Ankura's general account and will not be held in a client trust account, and the Company will not earn any interest on any Retainer; *provided, however*, that at the conclusion of the Services, if the amount of any Retainer held by Ankura is in excess of the amount of Ankura's outstanding and estimated Fees and Expenses, any such excess Retainer amount will be returned to the Company.

4. Invoices and Payment: The obligations of the Company under this Agreement (including the indemnification, reimbursement and contribution obligations described in Schedule I) shall be joint and several obligations. The payment of the Fees and Expenses hereunder are the exclusive obligations of the Company. The Company agrees to pay all Fees and Expenses immediately upon receipt of an invoice for all Services rendered and Expenses incurred. In the event that the Company does not pay Ankura's invoices in accordance with their terms, Ankura has the discretion to (i) terminate or suspend the engagement and the performance of Services, and (ii) deduct any outstanding amounts owed from monies held on the Company's behalf. Under these circumstances, the Company will also be responsible for any costs, including legal fees, associated with the collection of outstanding and overdue fees and expenses. Company agrees that it will pay the full amount of any invoices regardless of any deduction that it is required by law to make, and it will be responsible for any taxes, if required, that are due in relation to Ankura's goods and Services. Company is responsible for paying any local, state or federal sales, use or ad valorem tax that might be assessed on the Services.

5. Term of Agreement: Unless terminated earlier as set forth below, this engagement shall terminate upon completion of the Services. This Agreement may be terminated at any time by Ankura or Company upon written notice to the other party. Any termination of this Agreement shall not affect any provisions that survive the termination hereof, including, (i) the indemnification, reimbursement, contribution and other obligations set forth in this Agreement, including Schedule I, and (ii) Ankura's right to receive payment of Fees earned and Expenses incurred by Ankura through the date of termination, and the Company shall immediately pay or cause to be paid all such reasonable Fees and Expenses due and owing.

6. Court Approval:

(a) The Company shall use its best efforts to promptly file this agreement with the United States Bankruptcy Court (the "***Bankruptcy Court***") having jurisdiction over the Company's proceeding under Title 11 of the United States Code (the "***Bankruptcy Code***") for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of (A) this Agreement and (B) Ankura's retention by the Company under the terms of this Agreement and subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company will use its best efforts to ensure that the court authorizes the Company to continue to honor its obligations under this Agreement, including all indemnification obligations hereunder (including Schedule I) and payment by the Company of all Fees and Expenses in accordance with the terms hereunder (including Ankura's counsel's fees and expenses) and, if necessary, approves this Agreement, *nunc pro tunc* to the date the insolvency proceeding was commenced.

(b) The Company shall provide Ankura with a draft of such notice and any proposed order authorizing Ankura's retention sufficiently in advance of the filing of such notice and proposed order to enable Ankura and its counsel to review and comment thereon. Ankura shall have no obligation to provide



any Services under this Agreement unless Ankura's retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to Ankura in all respects.

7. Nature of Services; Use of Advice:

(a) Ankura shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to the Company. The Services, including the deliverables and reports, are provided solely for your use for the purposes set forth herein. You may not disclose or discuss the Services or any deliverable or report or make the benefit of the Services available to anyone else or refer to the contents of a deliverable or report or the findings of our work except (i) as specifically stated herein, (ii) with our prior written consent on terms to be agreed in writing, or (iii) where required by law or regulation. The Services and all deliverables are not for a third party's use, benefit or reliance and Ankura disclaims any contractual or other responsibility or duty of care to any third party based upon the Services or deliverables. Client will indemnify and hold Ankura harmless from any and all claims asserted by a third party as a result of such unauthorized release of any deliverables or reliance on the Services. Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the Indemnified Persons (as such term is defined in Schedule I) and each of their respective successors, heirs and assigns, any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Ankura hereunder.

(b) At the direction of legal counsel, certain communications and correspondence between Ankura and reports and analyses prepared by Ankura, in connection with this Agreement and the matters contemplated hereby, will be considered in preparation for litigation, and accordingly, will be subject to the attorney-client privilege and work-product privilege between Ankura and the Company.

(c) The Services and any deliverables, including any oral advice or comments, should not be associated with, referred to or quoted in any manner in any financial statements or any offering memorandum, prospectus, registration statement, public filing, loan or other agreements.

8. Intellectual Property: Ankura owns the intellectual property rights in the deliverables and reports and any materials created under this Agreement. Ankura agrees that upon payment in full for the Services, you will have a non-exclusive, non-transferable license to use the deliverables for your own internal use in accordance with the terms of this Agreement. Notwithstanding the foregoing, (i) any patent, copyright, trademark and other intellectual property rights of Ankura contained in any deliverable or report shall remain the sole and exclusive property of Ankura, and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how and other intellectual property embedded in the deliverable or reports that Ankura may develop or supply in connection with our Services shall remain the sole and exclusive property of Ankura.

9. Confidentiality:

(a) Generally. In connection with this engagement, either party (the "***Receiving Party***") may come into the possession, whether orally or in writing, of Confidential Information (as defined below) of the other party (the "***Disclosing Party***"). The Receiving Party hereby agrees that it will not disclose, publish or distribute such Confidential Information to any third party without the Disclosing Party's



consent, which consent shall not be unreasonably withheld, other than (i) to the Receiving Party's affiliates and its and their employees, officers, directors, auditors, and advisors; (ii) if such disclosure is requested or required by a governmental agency having regulatory authority or other authority over the Receiving Party; (iii) pursuant to court order, subpoena or legal process requiring disclosure, provided that Receiving Party shall use its best efforts to promptly give Disclosing Party written prior notice (if legally permissible) of any disclosure under this clause (iii) so that Disclosing Party can seek a protective order; or (iv) to tax advisors regarding the tax treatment or tax structure of any transaction; provided that such advisors are informed of the confidential obligations hereunder.

(b) Definition of Confidential Information. "***Confidential Information***" means any and all non-public, confidential or proprietary knowledge, data, or information of or concerning the Disclosing Party. For the avoidance of doubt, Confidential Information includes without limitation, research, analyses, names, business plans, valuations, databases and management systems. Confidential Information shall not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) is already in the lawful possession of the Receiving Party at the time of disclosure; (iii) is lawfully obtained from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (iv) is independently developed without use of or reference to any Confidential Information.

10. Company Access and Information:

In order to fulfill the Services under this Agreement, it will be necessary for Ankura personnel to have access to the Company's facilities and certain books, records and reports of the Company. In addition, Ankura will need to have discussions with the Company's management and certain other personnel. Ankura will perform the Services in a manner that will permit the business operations of the Company to proceed in an orderly fashion, subject to the requirements of this engagement. We understand that the Company has agreed it will furnish Ankura with such information as Ankura believes appropriate to its assignment (all such information so furnished being the "***Information***"). The Company recognizes and confirms that Ankura (i) will use and rely on the accuracy and completeness of the Information and on Information available from generally recognized public sources without independently verifying the same, (ii) does not assume responsibility for the accuracy, completeness or reasonableness of the Information and such other Information, and (iii) will not make an appraisal of any assets or liabilities (contingent or otherwise) of the Company. The Company shall advise Ankura promptly upon obtaining any actual knowledge of the occurrence of any event or any other change in fact or circumstance upon which Ankura formed part or all of its opinions, advice, or conclusions, or which could reasonably be expected to result in some or all of the Information being incorrect, inaccurate, or misleading. To the best of the Company's knowledge, the Information to be furnished by or on behalf of the Company, when delivered, will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading.

Ankura will submit oral reports highlighting our findings and observations based upon the Services we perform pursuant to this Agreement. Our reports will encompass only matters that come to our attention in the course of our work that we perceive to be significant in relation to the objectives of our engagement. The depth of our analyses and extent of our authentication of the information on which our advice to you will be based may be limited in some respects due to the extent and sufficiency of available Information, time constraints dictated by the circumstances of our engagement, and other factors. We do not contemplate examining any such Information in accordance with generally accepted auditing or attestation standards. It is understood that, in general, we are to rely on Information disclosed or supplied to us by employees and



representatives of the Company without audit or other detailed verification of their accuracy and validity. Accordingly, we will be unable to and will not provide assurances in our reports concerning the integrity of the Information used in our analyses and on which our findings and advice to you may be based. In addition, we will state that we have no obligation to, and will not update our reports or extend our activities beyond the scope set forth herein unless you request and we agree to do so.

11. Indemnification and Limitation of Liability: The Company shall provide indemnification, contribution and reimbursement as set forth in Schedule I hereto. The terms and provisions of Schedule I are an integral part hereof, are hereby incorporated by reference, are subject in all respects to the provisions hereof and shall survive any termination or expiration of this Agreement. Further, if an Indemnified Person (as defined in Schedule I) is requested or required to appear as a witness in any Action (as defined in Schedule I) that is brought by or on behalf of or against the Company or that otherwise relates to this Agreement or the Services rendered by Ankura hereunder, the Company shall, jointly and severally, reimburse Ankura and the Indemnified Person for all documented, actual out of pocket expenses incurred by them in connection with such Indemnified Person appearing or preparing to appear as such a witness, including without limitation, the fees and disbursements of legal counsel. Neither the Company nor any other party acting on its behalf shall hold Ankura liable for any matter in connection with this engagement, the Services or the Agreement, absent gross negligence, willful misconduct or bad faith, in each case as finally determined by a judgment of a court of competent jurisdiction. In no event shall Ankura be liable (i) under this Agreement or in connection with the Services or this engagement for damages in excess of the total amount of Fees collected; (ii) for loss or corruption of data from the Company's systems; or (iii) for any claim whatsoever for any loss of profit, goodwill, business opportunity, anticipated savings or benefits, special, consequential, exemplary, incidental, punitive or indirect damages of any kind.

12. Entire Agreement; Amendments: This Agreement (including Schedule I) represents the entire agreement between the parties in relation to the Services, supersedes all previous agreements relating to the subject matter hereof (should they exist) and may not be modified or amended except in writing signed by all of the parties hereto.

13. Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

14. Severability: The invalidity or unenforceability of any provision of this Agreement (including Schedule I) shall not affect the validity or enforceability of any other provision.

15. Announcements: Ankura shall be entitled to identify the Company and use the Company's name and logo in connection with marketing and pitch materials upon conclusion of the Services. In addition, if requested by Ankura, the Company agrees that in any press release related to the Services or outcome of the Services provided hereunder, the Company will include in such press release a mutually acceptable reference to Ankura's role as advisor to the Company.

16. GOVERNING LAW; JURY TRIAL WAIVER; JURISDICTION: THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE. ANKURA AND THE COMPANY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF ANKURA PURSUANT

TO, OR THE PERFORMANCE BY ANKURA OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN ANY FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE SOUTHERN DISTRICT OF NEW YORK, NEW YORK OR, IF SUCH COURTS DO NOT HAVE JURISDICTION, THEN THE COMMERCIAL DIVISION OF THE STATE COURTS SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS; PROVIDED HOWEVER, THAT IF ANY ENTITY COMPRISING THE COMPANY BECOMES A DEBTOR UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, AND IF A COMPANY ENTITY IS A PARTY TO SUCH DISPUTE WITH RESPECT TO THIS AGREEMENT, ANKURA AND THE COMPANY IRREVOCABLY AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND FORUM OF THE BANKRUPTCY COURT IN WHICH SUCH CHAPTER 11 CASE IS PENDING. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO FURTHER IRREVOCABLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND HEREBY WAIVES IN ALL RESPECTS ANY CLAIM OR OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON-CONVENIENS. EACH PARTY HERETO AGREES THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON IT AND MAY BE ENFORCED IN ANY OTHER COURT(S) HAVING JURISDICTION OVER IT BY SUIT UPON SUCH JUDGMENT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ALL SUCH DISPUTES BY THE MAILING OF COPIES OF SUCH PROCESS TO THE NOTICE ADDRESS FOR EACH SUCH PERSON AS SET FORTH IN THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANY OTHER PARTY HERETO HAS REPRESENTED EXPRESSLY OR OTHERWISE THAT SUCH PARTY WOULD NOT SEEK TO ENFORCE THE PROVISIONS OF THIS WAIVER. EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY AND IN RELIANCE UPON, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

17. Notices: Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (including via email so long as the recipient acknowledges receipt) at the address set forth in the signature blocks of each such person below. Notices shall be deemed provided on the date sent.

18. Miscellaneous:

(a) Conflicts:

i) Ankura is involved in a wide range of other activities from which conflicting interests, or duties, may arise. Ankura has undertaken an inquiry of its records in accordance with its standard business practices based on the parties identified to it and has determined that it may proceed. Due to the diversity of Ankura's experts and advisory services, Ankura cannot be certain all relationships have or will come to light. Should an actual conflict come to the attention of Ankura during the course of this engagement, Ankura will notify the Company and take appropriate actions, as necessary. The Company represents and warrants that it has informed Ankura of the parties-in-interest to this matter and agree that they will inform Ankura of



additions to, or name changes for, those parties-in-interest. Ankura is not restricted from working on other engagements involving the parties in this matter; however, during the course of this engagement, services of the nature described in this Agreement that are directly adverse to the Company shall not be provided by personnel working on this engagement without prior written consent of the Company.

ii) The Company acknowledges that Ankura and its affiliates may have provided professional services to, may currently provide professional services to, or may in the future provide such services to other parties-in-interest. The Company agrees that Ankura, its affiliates, subsidiaries, subcontractors and their respective personnel will have no responsibility to the Company in relation to such professional services, nor any responsibility to use or disclose information Ankura possesses by reason of such services, whether or not such information might be considered material to the Company. Information which is held elsewhere within Ankura but is not publicly available will not for any purpose be taken into account in determining Ankura's responsibilities to the Company under this engagement. Ankura will not have any duty to disclose to the Company or any other party or utilize for the benefit of any such party's or any other party any non-public information, or the fact that Ankura is in possession of such information, acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business.

(b) Exculpation: You agree not to bring any claim in connection with this Agreement or the Services against (i) a direct or indirect holder of any equity interests or securities of Ankura, whether such holder is a limited or general partner, member, stockholder or otherwise; (ii) an affiliate of Ankura not providing Services under this Agreement; or (iii) a director, officer, employee, representative or agent of Ankura or its affiliates ((i), (ii) and (iii) collectively, the "***Party Affiliates***"). You further agree that no Party Affiliate shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the Services contemplated thereby, and you waive and release all claims against such Party Affiliates related to any such liability or obligation.

(c) Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.

(d) Independent Contractors: In connection with the Services, Ankura may utilize employees, agents or independent contractors or its own affiliates (each of which is a separate and independent legal entity) or its own agents or independent contractors. References in this Agreement to Ankura personnel shall apply equally to employees, agents or independent contractors of Ankura and its affiliates. Ankura shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to you. As an independent contractor, Ankura will have complete and exclusive charge of the management and operations of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operations of its business. Ankura will remain solely responsible for the Services.



(e) Limitations of Engagement: The Company acknowledges that Ankura is being retained solely to assist the Company as described in this Agreement. The Company agrees that it will be solely responsible implementing any advice or recommendations and for ensuring that any such implementation complies with applicable law. The Company understands that Ankura is not undertaking to provide any legal, regulatory, accounting, insurance, tax or other similar professional advice and the Company confirms that it is relying on its own counsel, accountants and similar advisors for such advice. This engagement shall not constitute an audit or review, or any other type of financial statement reporting engagement. It is expressly agreed that, other than as set forth above, Ankura will not evaluate or attest to the Company's internal controls, financial reporting, illegal acts or disclosure deficiencies and Ankura shall be under no obligation to provide formal fairness or solvency opinions with respect to any bankruptcy case or otherwise, or any transaction contemplated thereby or incidental thereto. In rendering its Services pursuant to this Agreement, and notwithstanding anything to the contrary herein, Ankura is not assuming any responsibility for any decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any transaction. Ankura shall not have any obligation or responsibility to provide legal, regulatory, accounting, tax, audit, "crisis management" or business consultant advice or services hereunder and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements. Our engagement is to represent the Company and not its individual directors, officers, employees or shareholders. However, we anticipate that in the course of the engagement, we may provide information or advice to directors, officers or employees in their corporate capacities.

(f) Limitations on Actions. Except for an action for nonpayment of Fees and Expenses, no action, regardless of form, relating to the Agreement or the Services provided thereunder, may be brought by either party more than one (1) year after the cause of action has accrued.

(g) Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel. There shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

(h) Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other parties. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning parties. This Agreement shall be binding on the parties hereto and their successors and permitted assigns. Notwithstanding the foregoing, Ankura may assign or novate this Agreement to a transferee of all or part of its business upon written notice. Ankura may also transfer or deal with our rights in any unpaid invoice without notice.

(i) Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

(j) Survival: Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement that, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration. For the avoidance of doubt, upon any termination of this Agreement, Sections 2-12, 14-18 and Schedule I hereto shall survive such termination and shall remain in effect. Notwithstanding the foregoing, the obligations under Section 9 shall survive for two (2) years after termination of this Agreement.

(k) Force Majeure: No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including but not limited to, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

(l) Non-Solicitation: The Company will not, during the term of the engagement or for twelve (12) months thereafter, solicit (directly or indirectly) any employee of Ankura or attempt to induce or cooperate with any other firm in an attempt to induce any employee to leave the employ of Ankura. In the event that an employee of Ankura is hired by the Company during the above-mentioned period, the Company agrees to pay to Ankura, no later than ten (10) days after the employees accepts a position with the Company, an amount equal to one hundred percent (100%) of the employee's annualized compensation; provided that the foregoing shall not be violated by general advertising not targeted at Ankura employees.

(m) Money Laundering. Ankura may, in addition to making searches of appropriate databases, request from you, your affiliates or your advisors, certain information and documentation for the purposes of verifying your identity in order to comply with our obligations under applicable money-laundering regulation, legislation and our internal policies. When you are acting on behalf of a third-party client, we may request from you, copies of any documentation you have obtained in relation to your client. If satisfactory evidence of identity is not provided within a reasonable time, it may be necessary for us to cease work. Where we believe that there are circumstances which may give rise to a money laundering offence under applicable legislation, we may consider it necessary to make a report to the appropriate authorities. We may not be able to discuss such reports with you and we will not be liable to you for any loss or damage which you may suffer or incur as a result of our making such a report, including, without limitation, as a result of any delay to any stage of a matter or as a result of completion being prohibited by such authorities.

[Signature pages follow.]

Confidential

If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

If you have any questions, please call me at (214) 924-1575. We look forward to working with you on this matter.

Ankura Consulting Group, LLC

By: _____

Name: Louis E. Robichaux IV
Title: Senior Managing Director
Email: louis.robichaux@ankura.com
Address: 2021 McKinney Avenue, Suite 340
Dallas, TX 75201
With a copy to
485 Lexington Avenue, 10th Floor
New York, NY 10017
Attn.: General Counsel

Accepted and agreed:

GLOBAL WOUND CARE MEDICAL GROUP

By _____

Name: Ralph Cetrulo
Title: Chief Financial Officer
Address:
E-mail:rcetrulo@thewoundpros.com
Date: October 16, 2024

Confidential

Schedule I

This Schedule I is a part of and incorporated into the letter agreement (the "***Agreement***"), dated as of October 14, 2024, between Ankura and the Company. Capitalized terms not defined herein shall have the same meaning assigned in the Agreement.

As a material part of the consideration for the agreement of Ankura to furnish its Services under the Agreement, the Company, jointly and severally, agrees that it shall indemnify and hold harmless Ankura and its affiliates and their respective directors, officers, employees, attorneys and other agents appointed by any of the foregoing and each other person, if any, controlling Ankura or any of its affiliates (Ankura and each such person and entity being referred to as an "***Indemnified Person***"), from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, "***Liabilities***"), and will reimburse each Indemnified Person for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "***Indemnified Expenses***") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation and whether or not any Indemnified Person is a party (collectively, "***Actions***"), in each case, related to or arising out of or in connection with the Services rendered or to be rendered by an Indemnified Person pursuant to the Agreement or any Indemnified Persons' actions or inactions in connection with any such Services; provided that the Company will not be responsible for any Liabilities or Indemnified Expenses of any Indemnified Person that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review, to have resulted primarily from such Indemnified Person's gross negligence or willful misconduct in connection with any of the Services. The Company shall also reimburse such Indemnified Person for all Indemnified Expenses as they are incurred in connection with enforcing such Indemnified Persons' rights under the Agreement (including without limitation its rights under this Schedule I). Such Indemnified Person shall reasonably cooperate with the defense of any Actions.

The Company shall, if requested by Ankura, assume the defense of any such Action including the employment of counsel reasonably satisfactory to Ankura. The Company will not, without prior written consent of Ankura (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of such Indemnified Person from all Liabilities arising out of such Action and (ii) does not include any admission or assumption of fault or culpability on the part of any Indemnified Person.

In the event that the foregoing indemnity is not available, for any reason, to an Indemnified Person in accordance with the Agreement, the Company shall contribute to the Liabilities and Indemnified Expenses paid or payable by such Indemnified Person in such proportion as is appropriate to reflect (i) the relative benefits to the Company, on the one hand, and to Ankura, on the other hand, of the matters contemplated by the Agreement, or (ii) if the allocation provided by the immediately preceding clause (i) is not permitted by applicable law, not only such relative benefits but also the relative fault of the Company, on the one hand, and Ankura, on the other hand, in connection with the matters as to which such Liabilities or Indemnified Expenses relate, as well as any other relevant equitable considerations. Notwithstanding the



foregoing, in no event shall any Indemnified Persons be required to contribute an aggregate amount in excess of the amount of fees actually received by Ankura from the Company pursuant to the Agreement.

Prior to entering into any agreement or arrangement with respect to, or effecting, any (i) merger, statutory exchange or other business combination or proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets, or (ii) significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in this Agreement, the Company will notify Ankura in writing thereof, if not previously so notified, and shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth in this Agreement, including the assumption of such obligations by another party, insurance, surety bonds, the creation of an escrow, or other credit support arrangements, in each case in an amount and upon terms and conditions reasonably satisfactory to Ankura.

These indemnification, contribution and other provisions of this Schedule I shall (i) remain operative and in full force and effect regardless of any termination of the Agreement or completion of the engagement by Ankura; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Indemnified Person; and (iii) be in addition to any other rights that any Indemnified Person may have.

EXHIBIT B

(Lee Declaration)

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

In re:	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1]	Case No. 24-34908 (CML)
Debtor and Debtor in Possession.	

DECLARATION OF ISAAC LEE IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ANKURA CONSULTING GROUP, LLC AS FINANCIAL AND RESTRUCTURING ADVISOR

I, Isaac Lee, declare, pursuant to § 1746 of title 28 of the United States Code, as follows:

1. I am a Managing Director at Ankura Consulting Group, LLC ("Ankura"), with more than 20 years of operational and financial restructuring experience. I have advised numerous companies on turnaround plan development and evaluation, liquidity improvement initiatives, asset dispositions, liability management and bankruptcy filing preparation. I have also assisted in managing and administering companies during chapter 11 cases. Additionally, I have prior experience with health care providers, including acting as Chief Restructuring Officer for Borrego Community Health Foundation and holding senior level responsibilities for a nine surgical center system engagement and a long-term care hospital system engagement where Ankura was involved.

2. I received my MBA from the Tuck School at Dartmouth College and my BS in Business Administration from the University of Southern California.

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

3. Ankura's professionals have advised management and boards of directors in numerous recent restructurings and turnarounds including: *In re Curitec, LLC,* Case No. 23-90108 (CML) (Bankr. S.D. Tex. Apr. 27, 2023) [Docket No. 123]; *In re Tehum Care Services, Inc.* Case No. 23-90086 (CML) (Bankr. S.D. Tex. Apr. 11, 2023) [Docket No. 340]; *In re Pipeline Health System, LLC,* Case No. 22-90291 (MI) (Bankr. S.D. Tex. Nov. 30, 2022) [Docket No. 602]; *In re Borrego Community Health Foundation*, Case No. 22-02384 (LT) (Bankr. S.D. Cal. Nov. 16, 2022) [Docket No. 176]; *In re Country Fresh Holding Co. Inc*., Case No. 21-30574 (MI) (Bankr. S.D. Tex. Mar. 31, 2021) [Docket No. 451]; *In re MTE Holdings LLC*, Case No. 19-12269 (CSS) (Bankr. D. Del. Feb. 26, 2020) [Docket No. 663]; *In re Furie Operating Alaska, LLC*, Case No. 19-11781 (LSS) (Bankr. D. Del. Nov. 1, 2019) [Docket No. 251]; *In re Emerge Energy Services LP*, Case No. 19-11563 (KBO) (Bankr. D. Del. Aug. 13, 2019) [Docket No. 200]; *In re 4 West Holdings, Inc*., Case No. 18-30777 (HDH) (Bankr. N.D. Tex. Apr. 18, 2018) [Docket No. 263]; *In re Foundation Healthcare, Inc*., Case No. 17-42571 (RFN) (Bankr. N.D. Tex. Jul. 20, 2017) [Docket No. 68]. Ankura provided services to the Debtor in the week leading up to the Petition Date, but Ankura is not a creditor of the Debtor.

4. I submit this Declaration in the above-captioned chapter 11 case of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession (the "Debtor"), pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules (the "BLR") of the United States Bankruptcy Court for the Southern District of Texas (the "Court"), in support of the *Debtor's Application for Entry of an Order Authorizing the Employment of Ankura Consulting Group, LLC as Financial and Restructuring Advisor* (the "Application").

5. I am an individual over the age of majority and am competent to testify as to the facts set forth in this Declaration. If called upon to testify, I could and would testify to the facts set forth herein. I am authorized to submit this Declaration on behalf of Ankura.

Disinterestedness of Professionals

5. I am not related, and to the best of my knowledge, no professional at Ankura is related, to any United States Bankruptcy Judge in this District or to the United States Trustee for this District. Based on Ankura's conflict search conducted to date and described in this Declaration, to the best of my knowledge, neither I, nor Ankura, nor any professional or employee associated with Ankura, insofar as I have been able to ascertain, holds an interest adverse to the Debtor, its creditors, or any other party-in-interest, or their respective attorneys and accountants. Ankura's connections with creditors and other parties-in-interest are disclosed below. Ankura believes that none of those connections is disqualifying under applicable statutes and rules.

6. I am, and Ankura is, a "disinterested person" as that term is defined in § 101(14) of title 11 of the United States Code (the "Bankruptcy Code"),[2] as modified by § 1107(b), in that Ankura and its senior professionals: (i) are not creditors (except to the extent permitted under the Bankruptcy Code and established precedent), equity security holders, or insiders of the Debtor; and (ii) are not and were not, within two (2) years before the Petition Date, directors, officers, or employees of the Debtor.

7. In connection with its retention by the Debtor in this chapter 11 case, Ankura undertook to determine whether it: (a) had any connection with the Debtor, its affiliates, its creditors, or any other parties in interest in this chapter 11 case; or (b) had an interest adverse to the interests of the Debtor's estates or of any class of creditors or equity security holders.

[2] Unless specified otherwise, all chapter and section references are to the Bankruptcy Code.

8. Ankura utilizes certain procedures ("Firm Procedures") to determine Ankura's relationships, if any, to parties that may have a connection to the Debtor in this chapter 11 case. The following actions were taken to identify parties that may have connections to the Debtor, and Ankura's relationship with such parties:

A. Ankura requested and obtained from the Debtor extensive lists of interested parties and significant creditors (the "Potential Parties-in-Interest"). The list of Potential Parties-in-Interest that Ankura reviewed is annexed hereto as **Schedule 1**.

B. Ankura then compared the names of each of the Potential Parties-in-Interest to the names in its master electronic database of the Ankura Entities' clients and vendors (the "Database").[3] For clients, the Database generally includes the name of each client of the Ankura Entities, the name of each party that has, or had, a substantial role with regard to the subject matter of the Ankura Entity's retention, and the names of the Ankura Entity professionals who are, or were, primarily responsible for matters for such clients. For vendors, the Database generally includes the name of the vendor.

C. An e-mail was sent to all of the Ankura Entities' Senior Managing Directors, Managing Directors, and all Turnaround & Restructuring

[3] Ankura is affiliated with certain other Ankura-branded entities, including its affiliates, subsidiaries, and parent entities, which entities are managed by the same executive team (such entities the "Ankura Entities"). The Database maintained by the Ankura Entities includes information for all of the Ankura Entities. For companies and businesses acquired by any Ankura Entity, the Database captures engagements that were active at the time of such acquisition, as well as any post-acquisition engagements. Otherwise, the Database includes all clients and vendors of the Ankura Entities since Ankura's inception. The Ankura Entities include a trust company (Ankura Trust Company, LLC) and a broker-dealer (Ankura Capital Advisors, LLC). Neither of these entities hold or trade securities for their own account and, as with the other Ankura Entities, the clients of the trust company and broker-dealer entities are included in the Database.

practice professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Ankura Entities on the one hand, and the Potential Parties-in-Interest, on the other hand;[4] (ii) any known connections or representation by the respondent and/or the Ankura Entities of any of those Potential Parties-in-Interest in matters relating to the Debtor; and (iii) any other conflict or reason why Ankura may be unable to represent the Debtor.

D. Known connections between former or recent clients and vendors of the Ankura Entities and the Potential Parties-in-Interest were compiled for purposes of preparing this Declaration. These connections are listed in **Schedule 2** annexed hereto.

9. To provide further detail on the Database and the Firm Procedures, I note that Ankura is a portfolio company of private funds affiliated with Madison Dearborn Partners, LLC ("MDP" and such funds together with MDP, the "MDP Entities"). As such, the Firm Procedures include a review of MDP and its affiliated funds that have an ownership interest in Ankura, as well as MDP's other portfolio companies (the "Portfolio Companies") to determine if such entities appear on the list of Potential Parties-in-Interest.

10. The Portfolio Companies are under separate managerial control from the Ankura Entities and do not share any internal systems with any Ankura Entity. The Ankura Entities have no ability to access the Portfolio Companies' or MDP Entities' systems or confidential information,

[4] In reviewing its records and the relationships of its professionals, Ankura did not seek information as to whether any Ankura Entity professional or member of such professional's immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain Ankura Entity professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtor, or any other party-in-interest; or (b) has engaged in any ordinary course consumer transaction with any party-in-interest. If any such relationship does exist, I do not believe it would impact Ankura's disinterestedness or otherwise give rise to a finding that Ankura holds or represents an interest adverse to the Debtor's estate.

nor do the Portfolio Companies or the MDP Entities have the ability to access the Ankura Entities' systems or confidential information. Certain MDP personnel serve as members of the Ankura Entities' board of directors (the "MDP Directors") and the MDP Directors serve on boards of directors for certain of the Portfolio Companies. However, the MDP Directors are subject to confidentiality obligations and fiduciary duties, which prohibit and prevent the sharing of confidential information between companies for which they have board of director responsibilities. Despite the separation between the Ankura Entities and the Portfolio Companies, the Portfolio Companies and MDP Entities are included in the Database and reviewed as part of the Firm Procedures and any connections to the Potential Parties-in-Interest are disclosed on **Schedule 2**.

11. HPS Investment Partners, LLC ("HPS"), through certain investment funds, has a minority, non-controlling ownership interest in Ankura. The Database therefore includes HPS and the above-referenced investment funds, and any connections to the Potential Parties-in-Interest are disclosed on **Schedule 2**. HPS has one board seat and one board observer seat on the Ankura Entities' board of directors. The board participants are subject to confidentiality obligations, fiduciary duties, and information walls to prevent the sharing of confidential information among HPS's investments. Further, the Ankura Entities have no access to HPS's or its investments' systems or confidential information. As such, while HPS is included in the Database and reviewed as part of the Firm Procedures, HPS's affiliates and the entities in which they invest are not.

12. Ankura represents that, to the best of its knowledge, Ankura knows of no fact or situation that would represent a conflict of interest for Ankura with regard to the Debtor. As part of its diverse practice, Ankura is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in this chapter 11 case. Further, Ankura has

in the past advised, and may in the future, advise and/or has been and may be in the future be represented by several attorneys, law firms, and other professionals, some of whom may be involved in this chapter 11 case. Finally, Ankura has in the past, and will likely in the future, work with or against other professionals involved in this chapter 11 case in matters wholly unrelated to this chapter 11 case. Based upon our current knowledge of the professionals involved in this chapter 11 case, and, to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors' estates, and none are in connection with these chapter 11 cases.

13. Ankura has not and will not represent any of the parties in interest, including those which are current and past clients, or any other party in any matters related to the case or adverse to the Debtor in this case. In the past, Ankura may have served as a professional person in matters wholly unrelated to the Debtor or the case in which other attorneys, accountants, and other professionals of the Debtor, its creditors, or other parties-in-interest may have served or currently serve as professional persons.

14. When provided by the Debtor with any additional parties in interest, I will conduct further due diligence regarding such parties and I will update this Declaration when necessary and promptly if such due diligence results in additional material information to my retention in this case.

Scope of Engagement

15. During the course of this case, Ankura will work closely with the Debtor's staff accountants, management and bankruptcy counsel to perform financial and restructuring advisory services necessary for compliance with any applicable reporting requirements and the development

and adoption of a plan of reorganization. More specifically, I anticipate that Ankura shall provide the services outlined in paragraph 8 of the Application.

Professional Compensation

16. The Debtor proposes to retain Ankura retroactive to the Petition Date immediately upon the entry of an order from this Court authoring employment pursuant to the Engagement Letter attached to the Application as Exhibit A to the Application. Prior to the Petition Date, the Debtor paid $63,316.28 in compensation to Ankura. Ankura currently holds a general security retainer for the Debtor in the amount of $136,683.72 (the "Retainer"), which was funded pre-Petition Date according to BLR 2016-1(b), for application to any unpaid fees and expenses incurred in this case, pursuant to BLR 2016-1(c). I negotiated the amount of the Retainer based upon a number of factors including, but not limited to, the size and complexity of the case, the time that I expect Ankura put forth in the case, and the expected availability of funds to pay our fees and expenses incurred in excess of the retainer.

17. Ankura recognizes that the payment of fees and expenses is subject to approval of the Court. The Debtor has agreed, subject to this Court's approval, to pay Ankura at its customary hourly rates for representation of debtors in reorganization cases in effect, as set forth in the Engagement Letter. The hourly rates of professionals employed by Ankura who are expected to work on this matter are set forth in paragraph 2 of the Engagement Letter. Managing directors charge between $1,000.00 to $1,120.00 per hour. The hourly rates for other professionals range from $460.00 to $1,350.00 per hour. The hourly rate for paraprofessionals ranges from $360.00 to $415.00 per hour.

18. Ankura has and will utilize detailed time-keeping and billing software to generate detailed records of time spent and any actual and necessary expenses incurred with the rendition of financial services.

19. Ankura agrees to accept as compensation for its services such sums as may be allowed by this Court in accordance with applicable law, based upon the time spent, the services rendered, the costs incurred, the results achieved, the difficulties encountered, the complexities involved, and any other appropriate factors.

20. If the Court establishes any interim fee application and expense reimbursement procedures, Ankura will utilize such procedures to be paid on an interim basis.

21. It is the policy of Ankura to be reimbursed by clients for all out-of-pocket expenses incurred in connection with the representation of clients. All such expenses shall be billed in accordance with the normal billing practices of Ankura and subject to any limitations under the Bankruptcy Code and BLR 2016-1.

22. It is the ordinary policy of Ankura to bill travel time at the normal billing rate for the individual involved and, to the extent practicable, for its professionals spend their travel time actively working on the client's matters. Time spent working on substantive matters for the Debtor while traveling will be billed and accounted for at ordinary rates. However, it is also the policy of Ankura not to double bill clients for travel—that is, not to bill for travel time when Ankura employees are working on matters for other clients while traveling.

23. Ankura will provide monthly billing statements to the Debtor and its bankruptcy counsel that will set forth the fees incurred and expenses advanced by Ankura during the prior month.

24. Ankura understands the provisions of the Bankruptcy Code require, among other things, approval by the Court of Ankura's employment as financial and restructuring advisor to the Debtor and of all fees and reimbursement of expenses that Ankura will receive for work during the case.

25. I represent that Ankura has not agreed to share with any person the compensation to be paid for services rendered in this case except those who may be employed by Ankura.

26. The Debtor's proposed counsel have informed me of the disclosure requirements related to the Application and advised me of the requirements and risks, if any, pertaining to Ankura's right to compensation and reimbursement of expenses from the estate.

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

Dated: November 5, 2024

/s/ Isaac Lee
Isaac Lee
Managing Director
Ankura Consulting Group, LLC

SCHEDULE 1

(Parties in Interest)

Debtor
Global Wound Care Medical Group

Management Company
Wound Pros Management Group
Bill Releford, DPM

Current and Former Directors and Officers
Dr. Owen Ellington
Ervin Fullwood
Ralph Cetrulo

Debtor's Professionals
Dentons US LLP
Verita Global (Kurtzman Carson Consultants)

Auditor
UHY

Bank
Wells Fargo Bank

Bankruptcy Judges and Staff for Southern District of Texas
Chief Judge Eduardo V. Rodriguez
Jeannie Chavez
Ana Castro
Judge Marvin Isgur
Sierra Thomas-Anderson
Aaron Jackson
Judge Christopher M. Lopez
Rosario Saldana
Zilde Martinez
Judge Jeffrey P. Norman
Tracey Conrad
Shannon Holden
Judge Alfredo R. Perez
Tyler Laws
Akeita House
David G. Peake
Yvonne V. Valdez
Tiffany D. Castro

Benefit Providers
ADP
Cigna
Experian
Equitable Financial Life Insurance
Peak One
Sunlife
Symetra

Government
Alabama Attorney General
Alabama Department of Revenue
Arizona Attorney General
Arizona Department of Revenue
Arkansas Attorney General
Arkansas Department of Finance & Administration
California Attorney General
California Department of Tax and Fee Administration
California Franchise Tax Board
California State Board of Equalization
Centers for Medicare and Medicaid Services (CMS)
Connecticut Attorney General
Connecticut Department of Revenue Services
Florida Attorney General
Florida Department of Revenue
Georgia Attorney General
Georgia Department of Revenue
Illinois Attorney General
Illinois Department of Revenue
Illinois Secretary of State
Illinois State Treasurer
Internal Revenue Service
Kansas Attorney General
Kansas Department of revenue
Louisiana Attorney General

Louisiana Department of Revenue
Massachusetts Attorney General
Massachusetts Department of Revenue
Michigan Attorney General
Michigan Department of Treasury
Missouri Attorney General
Missouri Department of Revenue
Nevada Attorney General
Nevada Department of Taxation
New Jersey Attorney General
New Jersey Department of Treasury
New Jersey Division of Taxation
New York Attorney General
New York State Department of Taxation and Finance
North Carolina Attorney General
North Carolina Department of Revenue
Office of the Attorney General
Ohio Attorney General
Ohio Department of Taxation
Oklahoma Attorney General
Oklahoma Tax Commission
Oregon Attorney General
Oregon Department of Revenue
Pennsylvania Attorney General
Pennsylvania Department of Revenue
Rhode Island Attorney General
Rhode Island Division of Taxation
Securities & Exchange Commission
South Carolina Attorney General
South Carolina Department of Revenue
State of Michigan
Tennessee Attorney General
Tennessee Department of Revenue
Texas Alcohol Beverage Commission
Texas Attorney General
Texas Comptroller of Public Accounts
Texas Workforce Commission
US Attorney Office, Southern District of Texas
US Centers for Medicare and Medicaid Services
US Department of Health and Human Services
US Department of Justice
Utah Attorney General
Utah Department of Revenue
Utah Department of Taxation
Washington Attorney General
Washington Department of Revenue
Wisconsin Attorney General
Wisconsin Department of Revenue

Insurance Brokers
Acrisure Partners West Coast Insurance Services, LLC

Insurance Providers
AMWINS Special Risk Underwriters
Evanston Insurance Company
Golden Bear Insurance Company
Landmark American Insurance Company
QBE Insurance Group
The Hanover Insurance Company
The Doctors Company, an Interinsurance Exchange

Landlords
2400 Peachtree CAF, LLC
2400 Whitt, LLC
Detroit Riverview Medical Complex, LLC
Freeman Medical Building, LLC
Gateway Triangle Development, LLC
HTA - Medical Portfolio 4, LLC
Imperial Realty Company as agent for The Klairmont Family, LLC
Joseph Whiting
Loyal Group REM, LLC
MCE Packaging Inc.
Phoenix Business Center
Regus Management Group
The Enclave U.S. Limited Partnership
Wager & Wager, LLC

Other Professionals
Hooper Lundy
Pinnacle Healthcare Consulting
Stephano Slack
Greer & Associates, APC

Other Significant Parties
Qlarent Integrity Solutions, LLC

United States Trustee and Staff for Southern District of Texas
Millie Aponte Sall - Assistant U.S. Trustee
Alicia Barcomb - Trial Attorney
Andrew Jimenez - Trial Attorney
Christopher R. Travis - Trial Attorney
Ha Nguyen - Trial Attorney
Hector Duran - Trial Attorney
Jana Whitworth - Trial Attorney
Jayson B. Ruff - Trial Attorney
Vianey Garza - Trial Attorney
Alina Samko-Yu - Auditor
Christy Simmons – Auditor
Glenn Otto - Auditor
Rajalakshmi Krishnan – Auditor
Yasmine Rivera - Auditor
Gwen Smith - Legal Assistant
Alethea Caluza - Paralegal Specialist
Linda Motton - Paralegal Specialist
Luci Johnson-Davis - Paralegal Specialist
Samantha Chilton - Paralegal Specialist
Ivette Gerhard – Secretary

Clerk of the Court
Nathan Ochsner

SCHEDULE 2

(Disclosures)

Matched Entity	Relationship to Ankura
ADP	Past Client, Vendor
California Attorney General	Current Client
California Department of Tax and Fee Administration	Vendor
California Franchise Tax Board	Vendor
Cigna	Current Client, Vendor
Connecticut Attorney General	Past Client
Connecticut Department of Revenue Services	Vendor
Dentons US LLP	Current Client, Past Client
Experian	Vendor
Florida Department of Revenue	Vendor
Georgia Attorney General	Past Client
Hooper Lundy	Current Client, Past Client
Illinois Department of Revenue	Vendor
Internal Revenue Service	Vendor
Massachusetts Attorney General	Past Client
Massachusetts Department of Revenue	Vendor
New York Attorney General	Past Client
QBE Insurance Group	Current Client, Past Client
Regus Management Group	Vendor
Rhode Island Division of Taxation	Vendor
Securities & Exchange Commission	Current Client

Matched Entity	Relationship to Ankura
South Carolina Department of Revenue	Vendor
State of Michigan	Past Client
Tennessee Attorney General	Past Client
Tennessee Department of Revenue	Vendor
Texas Comptroller of Public Accounts	Vendor
Texas Workforce Commission	Vendor
The Hanover Insurance Company	Current Client
US Department of Justice	Current Client, Past Client
Washington Department of Revenue	Vendor
Wells Fargo Bank	Current Client, Past Client

(Proposed Order)

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

In re:	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1]	Case No. 24-34908 (CML)
Debtor and Debtor in Possession.	

ORDER GRANTING DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ANKURA CONSULTING GROUP, LLC AS FINANCIAL AND RESTRUCTURING ADVISOR

Upon consideration of the *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of Ankura Consulting Group, LLC as Financial and Restructuring Advisor* (the "Application"),[2] of the above-captioned debtor and debtor in possession (the "Debtor"); and upon the First Day Declaration and the Lee Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that (a) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (b) venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (c) the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and (d) the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

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

in support of the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted on the terms set forth herein.

2. All objections to the Application or the relief requested therein that have not been made, withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.

3. The Debtor is authorized to employ Ankura as its financial and restructuring advisor under § 327(a) of the Bankruptcy Code, to perform such services as detailed in the Application and on the terms set forth in the Application and the Lee Declaration, with such employment effective as of the Petition Date.

4. All payments of professional fees and reimbursements of expenses to Ankura are subject to court approval based upon application to the Court and submission of contemporaneous time records, pursuant to Bankruptcy Rules and the BLR.

5. Service of the Application, the Lee Declaration, and the proposed order was sufficient notice to parties under the circumstances.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062 and 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry

7. This Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Order.

Dated: _____, 2024

Judge Christopher M. Lopez
United States Bankruptcy Judge