

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SYNTHEGO CORPORATION,¹

Debtor.

Chapter 11

Case No. 25-10823 (MFW)

Hearing Date: June 3, 2025 at 2:00 p.m. (ET)
Objection Deadline: May 27, 2025 at 4:00 p.m. (ET)

**APPLICATION OF DEBTOR FOR ENTRY
OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT
EPIQ CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE ADVISOR
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

By this application (the “Application”), the above-captioned debtor and debtor in possession (the “Debtor”) hereby applies, pursuant to sections 327(a), 330, and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), appointing Epiq Corporate Restructuring, LLC (“Epiq”) as administrative advisor (the “Administrative Advisor”) in the Debtor’s chapter 11 case effective as of the Petition Date (as defined below). In support of the Application, the Debtor submits the *Declaration of Kathryn Tran in Support of Application of Debtor for Entry of Order (I) Approving the Retention and Employment of Epiq Corporate Restructuring, LLC as Administrative Advisor Effective as of the Petition Date and (II) Granting Related Relief* (the “Tran Declaration”), attached

¹ The Debtor’s mailing address is 3696 Haven Avenue, Suite A, Redwood City, California, 94063, and the last four digits of the Debtor’s federal tax identification number is 9518.

hereto as **Exhibit B** and incorporated herein by reference. In further support of the Application, the Debtor respectfully represents:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). In accordance with Local Rule 9013-1(f), the Debtor consents to entry of a final order if it is determined that the Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties. Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code section 327(a), 330, and 331, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-2.

BACKGROUND

3. On the May 5, 2025, the Debtor filed a voluntary petition in this Court commencing a case for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The factual background regarding the Debtor, including its business operations and the events leading to the filing of the Chapter 11 Case, is set forth in detail in the *Declaration of Craig Christianson in Support of the Debtor’s Chapter 11 Petition and First Day Relief* (the “Christianson First Day Declaration”) and the *Declaration of Allen Soong in Support of the Debtor’s Chapter 11 Petition and First Day Relief* (the “Soong First Day Declaration” and, together with the Christianson First Day Declaration, the “First Day Declarations”), incorporated herein by reference.²

² A capitalized term used but not defined herein shall have the meaning ascribed to it in the First Day Declarations.

4. The Debtor continues to manage and operate its business as debtor in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been appointed in this Chapter 11 Case.

EPIQ'S QUALIFICATIONS

5. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this size and complexity, and has acted as administrative advisor in many large bankruptcy cases in this District and other districts nationwide.³

SCOPE OF SERVICES PROVIDED

6. Pursuant to the that certain Standard Services Agreement dated as of April 15, 2025 attached to the Application as **Exhibit C** (the "Engagement Agreement"), the Debtor seeks to retain

³ See, e.g., [*In re Meier's Wine Cellars Acquisition, LLC*, No. 24-11575 (MFW) (Bankr. D. Del. July 24, 2024)]; *In re Salt Life Beverage, LLC*, No. 24-11468 (LSS) (Bankr. D. Del. June 30, 2024); *In re Solar Biotech, Inc.*, No. 24-11402 (LSS) (Bankr. D. Del. June 23, 2024); *In re Mountain Sports LLC*, No. 24-11385 (MFW) (Bankr. D. Del. June 18, 2024); *In re iSun, Inc.*, No. 24-11144 (TMH) (Bankr. D. Del. June 3, 2024); *In re Ambri Inc.*, No. 24-10952 (LSS) (Bankr. D. Del. May 5, 2024); *In re Casa Systems, Inc.*, No. 24-10695 (KBO) (Bankr. D. Del. Apr. 3, 2024); *In re Pride Group Holdings Inc.*, No. 24-10632 (CTG) (Bankr. D. Del. Apr. 1, 2024); *In re Airspan Network Holdings Inc.*, No. 24-10621 (TMH) (Bankr. D. Del. Mar. 31, 2024); *In re Charge Enterprises, Inc.*, No. 24-10349 (TMH) (Bankr. D. Del. Mar. 7, 2024); *In re Direct Orthopedic Care*, No. 24-10279 (JKS) (Bankr. D. Del. Feb. 21, 2024); *In re Smallhold, Inc.*, No. 24-10267 (CTG) (Bankr. D. Del. Feb. 18, 2024); *In re Sientra, Inc.*, No. 10245 (JTD) (Bankr. D. Del. Feb. 12, 2024); *In re Burgess BioPower, LLC*, No. 24-10235(LSS) (Bankr. D. Del. Feb. 9, 2024); *In re Terraform Labs Pte. Ltd*, No. 24-10070 (BLS) (Bankr. D. Del. Jan. 29, 2024); *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Aug. 7, 2023); *In re MediaMath Holdings, Inc.*, No. 23-10882 (LSS) (Bankr. D. Del. Jul. 7, 2023); *In re Boxed, Inc.*, No. 23-10397 (REB) (Bankr. D. Del. Apr. 2, 2023); *In re Nova Wildcat Shur-Line Holdings, Inc.* (a/k/a H2 Brands Group Home & Hardware), No. 23-10114 (CTG) (Bankr. D. Del. Jan. 29, 2023); *In re AIG Financial Products Corp.*, No. 23-11309 (MFW) (Bankr. D. Del. Dec. 14, 2022); *In re Winc, Inc.*, No. 22-11238 (LSS) (Bankr. D. Del. Nov. 30, 2022); *In re FTX Trading Official Committee of Unsecured Creditors*, No. 22-11068 (JTD) (Bankr. D. Del. Nov. 11, 2022); *In re Prehired, LLC*, No. 22-11007 (JTD) (Bankr. D. Del. Sept. 27, 2022); *In re Pack Liquidating, LLC* (f/k/a Packable Holdings, LLC), No. 22-10797 (CTG) (Bankr. D. Del. Aug. 28, 2022); *In re ExpressJet Airlines LLC*, No. 22-10787 (MFW) (Bankr. D. Del. Aug. 23, 2022); *In re Armstrong Flooring, Inc.*, No. 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); *In re Teligent, Inc.*, No. 21-11332 (BLS) (Bankr. D. Del. Oct. 15, 2021); *In re Gulf Coast Health Care, LLC*, No. 21-11336 (KBO) (Bankr. D. Del. Oct. 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC*, No. 21-10474 (MFW) (Bankr. D. Del. Mar. 3, 2021).

Epiq to provide, among other things, the following bankruptcy administration services, if and to the extent requested:

- (a) Assist with, among other things, solicitation, balloting and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;
- (b) Prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
- (c) Assist with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- (d) Provide a confidential data room, if requested;
- (e) Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- (f) Provide such other processing, solicitation, balloting and other administrative services described in the Engagement Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtor, the Court or the Office of the Clerk of the Bankruptcy Court (the "Clerk").

EPIQ'S COMPENSATION

7. The fees Epiq will charge in connection with providing services to the Debtor are set forth in the Engagement Agreement. The Debtor respectfully submits that Epiq's rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtor conducted a review and competitive comparison of other firms and reviewed the rates of other firms before selecting Epiq as Administrative Advisor. The Debtor believes Epiq's rates are more than reasonable given the quality of Epiq's services and its professionals' bankruptcy expertise. Additionally, Epiq will seek reimbursement from the Debtor for reasonable expenses in accordance with the terms of the Engagement Agreement.

8. Epiq intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in connection with the services it

provides as Administrative Advisor pursuant to the Engagement Agreement. Epiq will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in this Chapter 11 Case regarding professional compensation and reimbursement of expenses.

9. The Debtor provided Epiq a retainer in the amount of \$20,000.00. Epiq seeks to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred pursuant to the Engagement Agreement.

10. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in this Chapter 11 Case.

EPIQ'S DISINTERESTEDNESS

11. Epiq has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest identified by the Debtor. To the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Tran Declaration, Epiq is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate in connection with any matter on which it would be employed.

12. Epiq believes that it does not have any relationships with creditors or other parties in interest in this Chapter 11 Case that would present a disqualifying conflict of interest. To the

extent that Epiq discovers any connection with any interested party or enters into any new relationship with any interested party, Epiq will promptly supplement its disclosure to the Court.

BASIS FOR RELIEF REQUESTED

13. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

14. Bankruptcy Rule 2014(a) requires that an application for retention include:

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

Fed. R. Bankr. P. 2014.

15. In light of the size and complexity of the Chapter 11 Case, the Debtor respectfully submits that retaining and employing Epiq pursuant to the terms of the Engagement Agreement is necessary and in the best interests of the Debtor's estate and all parties in interest in the Chapter 11 Case. The Debtor also believes that the terms and conditions of the Engagement Agreement are reasonable in light of the anticipated high volume of creditors and other parties in interest that will be involved in the Chapter 11 Case.

16. Accordingly, to help manage administrative tasks with respect to the thousands of creditors and other parties that are expected to be involved in the Chapter 11 Case and the complexity of such case, the Debtor respectfully requests that the Court enter an order appointing Epiq as the Administrative Advisor in the Chapter 11 Case pursuant to sections 327(a), 330 and

331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-2.

RELIEF AS OF PETITION DATE IS APPROPRIATE

17. In accordance with the Debtor's request, Epiq agreed to serve as Administrative Advisor on and after the Petition Date with assurances that the Debtor would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered before approval of the Application. The Debtor believes that no party-in interest will be prejudiced by the granting of relief as of the Petition Date as proposed in the Application because Epiq has provided, and continues to provide, valuable services to the Debtor's estate during the interim period.

18. Accordingly, the Debtor respectfully requests entry of the Proposed Order authorizing the Debtor to retain and employ Epiq as Administrative Advisor effective as of the Petition Date.

NOTICE

19. The Debtor will provide notice of this Motion to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney for the District of Delaware; (iv) the Internal Revenue Service; (v) the Debtor's thirty (30) largest unsecured creditors; (vi) counsel to the DIP Secured Parties and Prepetition Secured Parties; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

NO PRIOR REQUEST

20. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtor respectfully request that the Court enter the proposed order substantially in the form attached hereto as **Exhibit A** granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: May 13, 2025

SYNTHEGO CORPORATION

/s/ Stephanie Adamany

Name: Stephanie Adamany

Title: Chief Legal Officer

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SYNTHEGO CORPORATION,¹

Debtor.

Chapter 11

Case No. 25-10823 (MFW)

Hearing Date: June 3, 2025 at 2:00 p.m. (ET)
Objection Deadline: May 27, 2025 at 4:00 p.m. (ET)

**NOTICE OF HEARING ON APPLICATION OF DEBTOR FOR ENTRY
OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT
EPIQ CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE ADVISOR
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on May 13, 2025, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed the attached *Application of Debtor for Entry of an Order (I) Approving the Retention and Employment Epiq Corporate Restructuring, LLC as Administrative Advisor Effective as of the Petition Date and (II) Granting Related Relief* (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objections to entry of the relief requested in the Application are due on or before **May 27, 2025 at 4:00 p.m. (prevailing Eastern Time)** and must be filed with the Court.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) the Debtor, Synthego Corporation, 3696 Haven Avenue, Suite A, Redwood City, California, 94063; (ii) proposed counsel to the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, Wilmington, Delaware, 19801, Attn: Debra I. Grassgreen (dgrassgreen@pszjlaw.com), Maxim B. Litvak (mlitvak@pszjlaw.com), Malhar S. Pagay (mpagay@pszjlaw.com), and James E. O’Neill (joneill@pszjlaw.com); (iii) the United

¹ The Debtor’s mailing address is 3696 Haven Avenue, Suite A, Redwood City, California, 94063, and the last four digits of the Debtor’s federal tax identification number is 9518.

States Trustee for the District of Delaware, 844 N. King Street, Room 2207, Wilmington, Delaware, 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov), Megan Seliber (megan.seliber@usdoj.gov); (iv) counsel to the Prepetition Secured Parties and the DIP Secured Parties, (a) Morrison & Foerster LLP, 250 West 55th Street, Floor 20, New York, New York, 10019, Attn: James A. Newton, Esq. (jnewton@mofo.com) and Miranda K. Russell, Esq. (mrussell@mofo.com), and (b) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801, Attn: Christopher M. Samis (csamis@potteranderson.com) and Brett M. Haywood (bhaywood@potteranderson.com); (v) counsel to any official committee of unsecured creditors appointed in the Chapter 11 Case; and (vi) any party that has requested notice pursuant to Bankruptcy Rule 2002 or Local Rule 2002-(b).

PLEASE TAKE FURTHER NOTICE that a copy of the Application can be obtained for a fee through the Court's website at www.deb.uscourts.gov, referencing Case No. 25-10823 (MFW), or may be obtained for free by accessing the Debtor's notice and claims agent, Epiq Corporate Restructuring, LLC, at <https://dm.epiq11.com/case/synthego/info>.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE APPLICATION WILL BE HELD ON JUNE 3, 2025 AT 2:00 P.M. PREVAILING EASTERN TIME BEFORE THE HONORABLE MARY F. WALRATH, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 4. THE HEARING WILL BE CONDUCTED BY ZOOM. PARTIES AND WITNESSES ARE PERMITTED, BUT NOT REQUIRED, TO ATTEND IN PERSON.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE FINAL RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 13, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

Debra I. Grassgreen, (admitted *pro hac vice*)

Maxim B. Litvak, (admitted *pro hac vice*)

Malhar S. Pagay, (admitted *pro hac vice*)

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Proposed Counsel to the

Debtor and Debtor in Possession

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SYNTHEGO CORPORATION,¹

Debtor.

Chapter 11

Case No. 25-10823 (MFW)

Related Docket No.

**ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT
EPIQ CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE ADVISOR
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order (this “Order”) approving the retention and appointment of Epiq Corporate Restructuring, LLC (“Epiq”) as the Administrative Advisor for the Debtor in the Chapter 11 Case, effective as of the Petition Date, pursuant to sections 327(a), 330, and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), in accordance with the Engagement Agreement attached to the Application as **Exhibit C** (the “Engagement Agreement”), all as more fully described in the Application; and upon the Tran Declaration submitted in support of the Application; and this Court being satisfied that Epiq has the capability and experience to provide the services described in the Application and that Epiq does not hold or represent an interest adverse to the Debtor or the estate related to any matter for which Epiq will be employed; and this Court having jurisdiction to consider the Application and the relief requested therein in pursuant

¹ The Debtor’s mailing address is 3696 Haven Avenue, Suite A, Redwood City, California, 94063, and the last four digits of the Debtor’s federal tax identification number is 9518.

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

to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application (the “Hearing”); and upon the record of the Hearing and all of the proceedings had before this Court; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is granted as set forth herein.
2. The Debtor is authorized to retain Epiq as Administrative Advisor under § 327(a) of the Bankruptcy Code effective as of the Petition Date under the terms of the Engagement Agreement as modified herein, and Epiq is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.
3. Epiq shall apply to this Court for allowance of its compensation and reimbursement of expenses incurred after the Petition Date in accordance with §§ 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in this case regarding professional compensation and reimbursement of expenses.
4. Epiq may hold its retainer for services authorized pursuant to the Section 156(c) Application and Order, during the Chapter 11 Case as security of payment of Epiq’s final invoice

for services rendered and expenses incurred under both the *Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of the Petition Date* [Docket No. 32] and this Order.

5. The Debtor shall indemnify Epiq and each other Indemnified Person, as that term is defined in the Engagement Agreement (collectively, the “Indemnified Persons”), under the terms of the Engagement Agreement, as modified pursuant to this Order.

6. The Indemnified Persons shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by this Court.

7. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify the Indemnified Persons, or provide contribution or reimbursement to the Indemnified Persons, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from an Indemnified Person’s gross negligence, willful misconduct or fraud; (b) for a contractual dispute in which the Debtor alleges the breach of an Indemnified Person’s contractual obligations if this Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to applicable law; or (c) settled before a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which an Indemnified Person should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

8. Notwithstanding anything to the contrary in the Engagement Agreement, for services rendered pursuant to this Order, the limitation of liability contained in paragraph 8 shall have no force or effect during the Chapter 11 Case.

9. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing this chapter 11 case, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, the Indemnified Person or Epiq must file an application therefor in this Court, and the Debtor may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution or reimbursement.

10. The Debtor and Epiq are authorized to take all action necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order and the Epiq engagement.

12. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

13. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

EXHIBIT B

Tran Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SYNTHEGO CORPORATION,¹

Debtor.

Chapter 11

Case No. 25-10823 (MFW)

**DECLARATION OF KATHRYN TRAN
IN SUPPORT OF APPLICATION OF DEBTOR FOR ENTRY
OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT
EPIQ CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE ADVISOR
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

I, Kathryn Tran, under penalty of perjury, declare as follows:

1. I am a Consulting Director of Epiq Corporate Restructuring, LLC (“Epiq”). The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.²

2. This Declaration is made in support of the Debtor’s application (the “Application”) for an order appointing Epiq as administrative advisor (the “Administrative Advisor”) in the Debtor’s Chapter 11 Case, effective as of the date of commencement of the Debtor’s Chapter 11 Case in accordance with the terms and conditions set forth in that certain Standard Services Agreement dated as of April 15, 2025, (the “Engagement Agreement”), attached to the Application as **Exhibit C**.

3. Epiq is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects

¹ The Debtor’s mailing address is 3696 Haven Avenue, Suite A, Redwood City, California, 94063, and the last four digits of the Debtor’s federal tax identification number is 9518.

² Certain of the disclosures herein relate to matters within the knowledge of other professionals at Epiq and are based on information provided by them.

of chapter 11 cases. Epiq has substantial experience in matters of this size and complexity, and has acted as the official administrative advisor in many large bankruptcy cases pending in this District and other districts nationwide. *See, e.g., [In re Meier's Wine Cellars Acquisition, LLC*, No. 24-11575 (MFW) (Bankr. D. Del. July 24, 2024)]; *In re Salt Life Beverage, LLC*, No. 24-11468 (LSS) (Bankr. D. Del. June 30, 2024); *In re Solar Biotech, Inc.*, No. 24-11402 (LSS) (Bankr. D. Del. June 23, 2024); *In re Mountain Sports LLC*, No. 24-11385 (MFW) (Bankr. D. Del. June 18, 2024); *In re iSun, Inc.*, No. 24-11144 (TMH) (Bankr. D. Del. June 3, 2024); *In re Ambri Inc.*, No. 24-10952 (LSS) (Bankr. D. Del. May 5, 2024); *In re Casa Systems, Inc.*, No. 24-10695 (KBO) (Bankr. D. Del. Apr. 3, 2024); *In re Pride Group Holdings Inc.*, No. 24-10632 (CTG) (Bankr. D. Del. Apr. 1, 2024); *In re Airspan Network Holdings Inc.*, No. 24-10621 (TMH) (Bankr. D. Del. Mar. 31, 2024); *In re Charge Enterprises, Inc.*, No. 24-10349 (TMH) (Bankr. D. Del. Mar. 7, 2024); *In re Direct Orthopedic Care*, No. 24-10279 (JKS) (Bankr. D. Del. Feb. 21, 2024); *In re Smallhold, Inc.*, No. 24-10267 (CTG) (Bankr. D. Del. Feb. 18, 2024); *In re Sientra, Inc.*, No. 10245 (JTD) (Bankr. D. Del. Feb. 12, 2024); *In re Burgess BioPower, LLC*, No. 24-10235(LSS) (Bankr D. Del. Feb. 9, 2024); *In re Terraform Labs Pte. Ltd.*, No. 24-10070 (BLS) (Bankr. D. Del. Jan. 29, 2024); *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Aug. 7, 2023); *In re MediaMath Holdings, Inc.*, No. 23-10882 (LSS) (Bankr. D. Del. Jul. 7, 2023); *In re Boxed, Inc.*, No. 23-10397 (REB) (Bankr. D. Del. Apr. 2, 2023); *In re Nova Wildcat Shur-Line Holdings, Inc.* (a/k/a H2 Brands Group Home & Hardware), No. 23-10114 (CTG) (Bankr. D. Del. Jan. 29, 2023); *In re AIG Financial Products Corp.*, No. 23-11309 (MFW) (Bankr. D. Del. Dec. 14, 2022); *In re Winc, Inc.*, No. 22-11238 (LSS) (Bankr. D. Del. Nov. 30, 2022); *In re FTX Trading Official Committee of Unsecured Creditors*, No. 22-11068 (JTD) (Bankr. D. Del. Nov. 11, 2022); *In re Prehired, LLC*, No. 22-11007 (JTD)

(Bankr. D. Del. Sept. 27, 2022); *In re Pack Liquidating, LLC (f/k/a Packable Holdings, LLC)*, No. 22-10797 (CTG) (Bankr. D. Del. Aug. 28, 2022); *In re ExpressJet Airlines LLC*, No. 22-10787 (MFW) (Bankr. D. Del. Aug. 23, 2022); *In re Armstrong Flooring, Inc.*, No. 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); *In re Teligent, Inc.*, No. 21-11332 (BLS) (Bankr. D. Del. Oct. 15, 2021); *In re Gulf Coast Health Care, LLC*, No. 21-11336 (KBO) (Bankr. D. Del. Oct. 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC*, No. 21-10474 (MFW) (Bankr. D. Del. Mar. 3, 2021).

4. As Administrative Advisor, Epiq will perform the bankruptcy administration services specified in the Application and the Engagement Agreement. In performing such services, Epiq will charge the Debtor the rates set forth in the Engagement Agreement.

5. Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, in that Epiq and its professional personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtor;
- (b) are not and were not, within two (2) years before the date of the filing of this case, directors, officers, or employees of the Debtor; and
- (c) do not have an interest materially adverse to the interest of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

6. If Epiq’s proposed retention is approved by the Court, Epiq will not accept any engagement or perform any service for any entity or person related to the Chapter 11 Case, other than the Debtor, without the prior approval of the Court. Epiq may, however, provide professional services to entities or persons that may be creditors or parties in interest in the Chapter 11 Case, which services do not relate to, or have any direct connection with, the Chapter 11 Case or the Debtor.

5. Epiq represents that:

- (d) Epiq is not a creditor of the Debtor;
- (e) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Administrative Advisor;
- (f) By accepting employment in this Chapter 11 Case, Epiq waives any rights to receive compensation from the United States government in its capacity as the Administrative Advisor;
- (g) In its capacity as the Administrative Advisor, Epiq will not be an agent of the United States and will not act on behalf of the United States; and
- (h) Epiq will not employ any past or present employees of the Debtor in connection with its work as the Administrative Advisor in this Chapter 11 Case;

7. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the “Potential Parties in Interest”) in the Chapter 11 Case attached hereto as **Schedule 1**. The list of Potential Parties in Interest was provided by the Debtor and included, among other parties, the Debtor, current and former directors and officers of the Debtor, the Debtor’s secured creditors and other lenders, the Debtor’s 30 largest unsecured creditors and other parties in interest in the Chapter 11 Case. The results of the conflict check were compiled and reviewed by Epiq professionals under my supervision. At this time, and as set forth in further detail herein, Epiq is not aware of any connection that would present a disqualifying conflict of interest. To the best of my knowledge, Epiq and each of its employees are “disinterested persons,” as that term is defined in Bankruptcy Code section 101(14), and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtor’s estate related to any matter for which Epiq will be employed.

8. To the best of my knowledge, neither Epiq nor any of its personnel have any relationship with the Debtor that would impair Epiq’s ability to serve as Administrative Advisor. I am not related or connected to, and, to the best of my knowledge, no other employees of Epiq

are related or connected to any United States Bankruptcy Judge or District Judge for the District of Delaware or the United States Trustee for the District of Delaware or to any employee in the offices thereof. Epiq may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as administrative advisor for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to the Chapter 11 Case. Epiq's personnel may have relationships with some of the Debtor's creditors or other parties-in-interest. To the best of my knowledge, however, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to the Chapter 11 Case. Epiq has, and will continue to represent clients in matters unrelated to the Chapter 11 Case. In addition, Epiq has had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals, and other parties-in-interest that may be involved in the Chapter 11 Case in matters unrelated to the Chapter 11 Case.

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("DTI"), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. ("DTI Topco"). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation ("OAC"), the administrator of the

OMERS pension funds, and managed by OMERS Private Equity Inc. (“OPE”, which together with OAC are referred to as “OMERS”), and funds managed by Harvest Partners, LP, (“Harvest”) a leading private equity investment firm.

11. Neither DTI, DTI Topco, OMERS nor Harvest, are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“Parent Board Designees”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “Barrier”): (i) prior to the Debtor commencing the Chapter 11 Case, Epiq did not share the names or any other information identifying the Debtor with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtor to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of DTI, DTI Topco, OMERS and Harvest against the Debtor and the Potential Parties in Interest list provided by the Debtor. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtor and the potential parties in interest.

14. In addition, after the Petition Date, Epiq requested that both OMERS and Harvest search the names of the Debtor against OMERS' and Harvest's respective private equity investments. Based solely on the foregoing searches, Epiq has determined, to the best of its knowledge, that there are no connections. To the extent Epiq learns of any connections involving such entities and/or such investments with the Debtor, Epiq will promptly file a supplemental disclosure.

15. Based on, among other things, the business separation between Epiq, DTI, DTI Topco, OMERS and Harvest, and in light of the administrative nature of the services proposed to be performed by Epiq for the Debtor, Epiq believes that it does not hold or represent an interest adverse to the Debtor.

16. To the extent that Epiq discovers any connection with any interested party or enters into any new relationship with any interested party, Epiq will promptly supplement its disclosure to the Court.

17. Subject to the Court's approval, the Debtor has agreed to compensate Epiq for professional services rendered pursuant to section 327(a) of the Bankruptcy Code in connection with the Chapter 11 Case according to the terms and conditions of the Engagement Agreement.

As referenced in the Application and the Engagement Agreement, the Debtor and Epiq have agreed to a pricing schedule, which is attached to the Engagement Agreement. Payments are to be based upon the submission of Epiq's relevant applications in accordance with the U.S. Trustee Guidelines.

18. The Debtor provided Epiq a retainer in the amount of \$25,000. Epiq seeks to hold the retainer as security for payment of Epiq's final invoice for services rendered and expenses incurred pursuant to the Engagement Agreement.

19. The services provided by Epiq will be administrative in nature, and Epiq will not provide services in the nature of legal representation and/or advice to the Debtor.

20. Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under 28 U.S.C. § 156(c) to non-client third parties.

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

Dated: May 13, 2025
New York, New York

/s/ Kathryn Tran
Kathryn Tran
Consulting Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

Potential Parties In Interest

NAME	TYPE
Chief Judge Karen B. Owens	Bankruptcy Judges
Judge John T. Dorsey	Bankruptcy Judges
Judge Craig T. Goldblatt	Bankruptcy Judges
Judge Thomas M. Horan	Bankruptcy Judges
Judge Brendan L. Shannon	Bankruptcy Judges
Judge Laurie Selber Silverstein	Bankruptcy Judges
Judge J. Kate Stickles	Bankruptcy Judges
Judge Mary F. Walrath	Bankruptcy Judges
Pachulski Stang Ziehl & Jones LLP	Bankruptcy Professionals
Paladin Management Group, LLC	Bankruptcy Professionals
Fenwick & West LLP	Bankruptcy Professionals
Raymond James	Bankruptcy Professionals
Epiq Corporate Restructuring, LLC	Bankruptcy Professionals
Craig Christianson	Board Members (current)
Michael Dabrowski	Board Members (former)
Drew Oetting	Board Members (former)
Paul Dabrowski	Board Members (former)
Josh Sommerfeld	Board Observer (current)
Mark Siegel	Board Observer (current)
Robert H. Warshauer	Board, Independent Director
John T. Young, Jr.	Board, Independent Director
Craig Barbarosh	Board, Independent Director
ArsenalBio	Customer/Contract Counterparties
AstraZeneca AB	Customer/Contract Counterparties
City of Hope	Customer/Contract Counterparties
Epic Bio	Customer/Contract Counterparties
Genentech	Customer/Contract Counterparties
Huidagene	Customer/Contract Counterparties
LG Chem	Customer/Contract Counterparties
Mammoth Biosciences	Customer/Contract Counterparties
Mayo Clinic	Customer/Contract Counterparties
Neogene Therapeutics	Customer/Contract Counterparties
Novo Nordisk A/S	Customer/Contract Counterparties
Poseida Therapeutics	Customer/Contract Counterparties
Sana Biotechnology	Customer/Contract Counterparties
Shoreline Biosciences, Inc.	Customer/Contract Counterparties
St. Jude Children's Research Hospital	Customer/Contract Counterparties
T-knife GmbH	Customer/Contract Counterparties
The University of Texas MD Anderson Center	Customer/Contract Counterparties
University of California, Los Angeles (UCLA)	Customer/Contract Counterparties
University of California, San Francisco (UCSF)	Customer/Contract Counterparties

NAME	TYPE
University of Pennsylvania	Customer/Contract Counterparties
Vertex Pharmaceuticals Inc.	Customer/Contract Counterparties
Silicon Valley Bank	Lenders
First-Citizens Bank & Trust Company	Lenders
Perceptive Credit Holdings III, LP, as Administrative Agent	Lenders
Morrison Foerster LLP	Lenders' Professionals
James A. Newton, Esq.	Lenders' Professionals
Miranda K. Russell, Esq.	Lenders' Professionals
James Krenn, Esq.	Lenders' Professionals
Dustin K. McKenzie, Esq.	Lenders' Professionals
Will Winsett, Esq.	Lenders' Professionals
Potter Anderson & Corroon LLP	Lenders' Professionals
Christopher M. Samis, Esq.	Lenders' Professionals
Brett M. Haywood, Esq.	Lenders' Professionals
Agilent Technologies, Inc.	Litigation Parties
8VC	Noteholder
Wellington	Noteholder
Menlo VC	Noteholder
Leslie Ventures	Noteholder
Psoros	Noteholder
Declaration Partners	Noteholder
Open Field Capital	Noteholder
AAF Management	Noteholder
Revelation Partners	Noteholder
Motion Ventures	Noteholder
Gigafund	Noteholder
Olympus Ventures	Noteholder
TrueBridge Capital	Noteholder
WELLINGTON HADLEY HARBOR MASTER INVESTORS (CAYMAN) III L.P.	Top 30 Largest Unsecured Creditors
8VC CO-INVEST FUND I, L.P.	Top 30 Largest Unsecured Creditors
8VC FUND I, L.P.	Top 30 Largest Unsecured Creditors
PRS, LLC	Top 30 Largest Unsecured Creditors
MENLO VENTURES XI, L.P.	Top 30 Largest Unsecured Creditors
LESLIE ENTERPRISES LP	Top 30 Largest Unsecured Creditors
DECLARATION CAPITAL PE SPV XLVI LLC	Top 30 Largest Unsecured Creditors
EMERGING TECHNOLOGIES FUND III LLC	Top 30 Largest Unsecured Creditors
LUMA BIO-IT SPV-A, L.P.	Top 30 Largest Unsecured Creditors
APPRENTICE FS INC.	Top 30 Largest Unsecured Creditors
EMERGING TECHNOLOGIES FUND II LLC	Top 30 Largest Unsecured Creditors

NAME	TYPE
ERS GENOMICS LIMITED	Top 30 Largest Unsecured Creditors
LUMA BIO-IT SPV, L.P.	Top 30 Largest Unsecured Creditors
8VC ENTREPRENEURS FUND I, L.P.	Top 30 Largest Unsecured Creditors
TRUEBRIDGE DIRECT FUND L.P.	Top 30 Largest Unsecured Creditors
EXCELSIOR HOLDINGS C2 LLC	Top 30 Largest Unsecured Creditors
GIGAFUND 1, LP	Top 30 Largest Unsecured Creditors
MMEF XI, L.P.	Top 30 Largest Unsecured Creditors
DONNELLEY FINANCIAL SOLUTIONS	Top 30 Largest Unsecured Creditors
AAF - SYNTHEGO GROWTH, L.P.	Top 30 Largest Unsecured Creditors
WEIL, GOTSHAL & MANGES LLP	Top 30 Largest Unsecured Creditors
DERYCK C. MAUGHAN REVOCABLE TRUST	Top 30 Largest Unsecured Creditors
ERNST & YOUNG US LLP	Top 30 Largest Unsecured Creditors
PROPHARMA GROUP HOLDINGS, LLC	Top 30 Largest Unsecured Creditors
ARAB ANGEL GP I, L.P.	Top 30 Largest Unsecured Creditors
RNA SPV LLC	Top 30 Largest Unsecured Creditors
AAF II - YASI VENTURES, L.P.	Top 30 Largest Unsecured Creditors
MORROW-MEADOWS	Top 30 Largest Unsecured Creditors
KAY E. MERRICK	Top 30 Largest Unsecured Creditors
GRANT THORNTON LLP	Top 30 Largest Unsecured Creditors
Joseph McMahon	U.S. Trustee's Office
Lauren Attix	U.S. Trustee's Office
Malcolm M. Bates	U.S. Trustee's Office
Linda Casey	U.S. Trustee's Office
Joseph Cudia	U.S. Trustee's Office
Holly Dice	U.S. Trustee's Office
Shakima L. Dortch	U.S. Trustee's Office
Timothy J. Fox, Jr.	U.S. Trustee's Office
Diane Giordano	U.S. Trustee's Office
Michael Girello	U.S. Trustee's Office
Christine Green	U.S. Trustee's Office
Benjamin Hackman	U.S. Trustee's Office
Nyanquoi Jones	U.S. Trustee's Office
Hawa Konde	U.S. Trustee's Office
Jane Leamy	U.S. Trustee's Office
Jonathan Lipshie	U.S. Trustee's Office
Hannah M. McCollum	U.S. Trustee's Office
Jonathan Nyaku	U.S. Trustee's Office
James R. O'Malley	U.S. Trustee's Office
Linda Richenderfer	U.S. Trustee's Office
Richard Schepacarter	U.S. Trustee's Office
Edith A. Serrano	U.S. Trustee's Office
Rosa Sierra-Fox	U.S. Trustee's Office
Elizabeth Thomas	U.S. Trustee's Office

NAME	TYPE
Dion Wynn	U.S. Trustee's Office
Intellectrace, Inc.	Utility Companies
PG&E Corporation	Utility Companies
PG&E Corporation	Utility Companies
PG&E Corporation	Utility Companies
PG&E Corporation	Utility Companies
City of Redwood City	Utility Companies
City of Redwood City	Utility Companies
City of Redwood City	Utility Companies
Recology San Mateo County	Utility Companies
AT&T	Utility Companies
Iron Mountain	Utility Companies

EXHIBIT C

Engagement Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as "Epiq" and "Client" as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the "Agreement"), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the "Services") in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the "Pricing Schedule"). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days' prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days' prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 1, 2025. If



such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket travel expenses.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$20,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.

5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques,



programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Bank Accounts

At the request of the Client or Client Parties, Epiq shall be authorized to establish accounts with financial institutions in the name of and as agent for the Client to facilitate distributions pursuant to a Chapter 11 plan or other transactions. To the extent such accounts or other financial products are provided to the company, pursuant to Epiq's agreement(s) with financial institutions, Epiq may receive fees and other compensation from such institutions.

7. Disposition of Data.

- 7.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 7.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.



8. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

9. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE



TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

10. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

11. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

12. General

- 12.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 12.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 12.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 12.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 12.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.



- 12.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 12.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 12.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 12.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



- 12.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, or email (as applicable and set forth below) and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

If to Client:

Synthego Corporation
3696 Haven Ave, Suite A
Redwood City CA 94063
Attn: Shannon Leary

- 12.11 Invoices sent to Client should be delivered to the following address:

Synthego Corporation
3696 Haven Ave, Suite A
Redwood City CA 94063
Attn: Shannon Leary
Email: Shannon.Leary@Synthego.com

- 12.12 The "Effective Date" of this Agreement is April 15, 2025.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in black ink, appearing to read "BT", is written over a horizontal line.

Name: Brad Tuttle
Title: General Manager

SYNTHEGO CORPORATION

Signed by:
By A handwritten signature in black ink, appearing to read "Craig J. Christianson", is written over a horizontal line.
Name: Craig J. Christianson
Title: President & CEO



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- ☐ Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- ☐ Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- ☐ Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- ☐ Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- ☐ Process all proof of claim/interest submitted.
- ☐ Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- ☐ Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;



- Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.
- ☐ Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- ☐ Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- ☐ Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- ☐ Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- ☐ Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- ☐ Prepare and serve required notices in these Chapter 11 cases, including:
- Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.



- ☐ After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- ☐ Update claim database to reflect undeliverable or changed addresses.
- ☐ Coordinate publication of certain notices in periodicals and other media.
- ☐ Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- ☐ Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.



- Undertake such other duties as may be requested by the Client.

CALL CENTER

- ☐ Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.

MISCELLANEOUS

- ☐ Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- ☐ Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- ☐ Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- ☐ Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

Title	Rates
IT / Programming	\$45.00 – \$70.00
Case Managers	\$85.00 – \$170.00
Project Managers/Consultants/ Directors	\$170.00 – \$185.00
Solicitation Consultant	\$190.00
Executive Vice President, Solicitation	\$190.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL*
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	No Charge
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Creditor/Data Records, Maintenance & Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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CALL CENTER RATES

¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors



Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	No Charge

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Securities Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request