

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

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	:		
In re	:		Chapter 11
	:		
Kologik, LLC, et al.,¹	:		Case No. 24-10311
	:		
Debtors.	:		(Joint Administration Requested)
	:		
	-----X		

DEBTORS’ EMERGENCY APPLICATION FOR ENTRY OF INTERIM AND FINAL ORDER AUTHORIZING RETENTION AND EMPLOYMENT OF ROCK CREEK ADVISORS AS FINANCIAL ADVISOR AND SALES AGENT FOR THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this *Emergency Application for Entry of Interim and Final Order Authorizing Retention and Employment of Rock Creek Advisors as Financial Advisor and Sales Agent for the Debtors, Nunc Pro Tunc to the Petition Date* (the “Application”), and move the Court pursuant to sections 327(a) and 378(a) of the Bankruptcy Code and rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the Middle District of Louisiana (the “Local Rules”) for entry of orders substantially in the forms attached hereto (respectively, the “Interim Order” and the “Final Order”) (i) authorizing the retention and employment of Rock Creek Advisors, LLC (“Rock Creek”) to serve as the Debtors’ financial advisor and sales agent *nunc pro tunc* to the Petition Date (defined herein) according to the terms set forth in this Application, and (ii) granting related relief.

¹ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

JURISDICTION & VENUE

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On April 23, 2024 (the “Petition Date”), the Debtors each filed a voluntary petition for reorganization relief under chapter 11 of title 11 of the United States Code (as amended, the “Bankruptcy Code”) initiating a Chapter 11 case for each of the Debtors (the “Chapter 11 Cases”) in this Court.

3. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested or appointed.

4. In support of the Application, the Debtors rely on that certain *Declaration of Paul San Soucie, Chief Executive Officer of the Debtors, In Support of the Chapter 11 Petitions and First-Day Motions* (the “Declaration”)² filed contemporaneously herewith.

5. The Debtors also submit the *Declaration of Heidi Lipton* as **Exhibit A** (the “Lipton Declaration”) as support for the Application pursuant to Local Bankruptcy Rule 2014-1(2).

RELIEF REQUESTED

6. By this Application, the Debtors move this Court to approve the retention and employment of Rock Creek as financial advisor and sales agent for the Debtors in these Chapter 11 Cases, *nunc pro tunc* to the Petition Date as set forth in this Application.

² Capitalized terms used herein and not defined have the meaning set forth in the Declaration.

Scope of Services

7. On or about January 16, 2024, Kologik LLC engaged Rock Creek to conduct a going concern sale process for Kologik pursuant to the terms of that certain *Engagement Letter between Kologik LLC and Rock Creek* (the “Engagement Letter”), which is submitted as Schedule 4 to the Lipton Declaration.

8. Under the Engagement Letter, in consideration for the compensation contemplated thereby, Rock Creek has provided and has agreed to provide the following services:

- a) Develop a select target list of potential buyers, with input from the Company;
- b) Use/Adapt current marketing materials to communicate the attributes of the Company to potential parties;
- c) Execute NDAs as interested parties seek access to confidential information;
- d) Provide input as to any modifications, additions, or changes to the Company’s confidential data room for use in the sale process;
- e) Coordinate calls with the Company/interested parties to help drive interest/provide due diligence;
- f) Work to set up a stalking horse party to augment the sale process;
- g) Work with the company, counsel and court to set up qualified bidder requirements, auction process, deposit requirements, etc.
- h) Qualify bidders as they are identified in our process;
- i) Collect deposits of qualified bidders and hold until the conclusion of the sale process (subject to any escrow requirements as may be determined by the Bankruptcy Court);
- j) Recommend potential structures/deals to help the Company and bidders maximize value;
- k) Run the auction process in accordance with approved bid procedures as applicable;
- l) Participate with counsel and the Company to update the Bankruptcy Court throughout the process to confirm a commercially reasonable sale process to obtain highest and best value; and

m) Assist in the closing of a transaction.

9. These services are necessary to enable the Debtors to maximize the value of their estates which will be accomplished through the sale (the “Proposed Sale”) set forth in that certain *Motion for Entry of an Order Authorizing and Approving (I) Sale of Debtors’ Assets Free and Clear of All Claims, Liens, Encumbrances and Interests Pursuant to Asset Purchase Agreement, (II) Assumption And Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the “Sale Motion”) filed contemporaneously herewith.

10. Importantly, and as evidenced by (i) the terms of the asset purchase agreement attached to the Sale Motion (“APA”), and (ii) the *DECLARATION OF HEIDI LIPTON IN SUPPORT OF THE DEBTORS’ BIDDING PROTECTIONS MOTION AND SALE MOTION* (filed contemporaneously herewith), the filing of these Chapter 11 Cases and the Sale Motion terminates the period within which the Debtors could negotiate only with the prospective purchaser under the APA, and opens up the prospect of the Debtors being able to negotiate an “Alternative Transaction” as defined in the APA. This is referred to in other pleadings as the “Fiduciary Out” that allows the Debtors to entertain actively other proposals in hopes of obtaining a higher and better offer than under the terms of the APA. Without the continued retention of Rock Creek this Fiduciary Out would be without substance, as Rock Creek is a necessary component of any negotiations and due diligence postpetition, being the only professional that could operate within the short time frame within which an Alternative Transaction must be negotiated to completion. Further, Lipton is a necessary expert witness for the Debtors in support of the Sale Motion or any Alternative Transaction.

11. Because Rock Creek is necessary to the closing of the Proposed Sale, and the due diligence, negotiation and closing of any Alternative Transaction, the retention of Rock Creek as requested herein is necessary.

Compensation

12. In consideration of the services to be provided by Rock Creek, and as more fully set forth in the Engagement Letter, subject to this Court's approval, the Debtors have agreed to pay Rock Creek in cash under the following fee structure (the "Fee and Expense Structure"):³

- A monthly fee of \$50,000 (a "Monthly Fee"), payable on execution of the Engagement Letter and on the 1st day of each month until the earlier of the consummation of the Transaction or the termination of Rock Creek's engagement.
- A fee (a "Minimum Success Fee") payable upon the consummation of any Transaction of \$200,000.
- A fee (a "Second Tier Success Fee"), in addition to the Minimum Success Fee, six percent (6%) of the gross cash sale proceeds ("Transaction Value") over Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) through Nineteen Million Dollars (\$19,000,000).
- A fee (a "Third Tier Success Fee"), for a Transaction Value Nineteen Million Dollars (\$19,000,000) or above, in addition to the Minimum Success Fee, ten percent (10%) of the Transaction Value over Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), instead of the six percent (6%) success fee.

³ The following summary is provided for purposes of convenience only. In the event of any inconsistency between this summary and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in the summaries of the Engagement Letter contained herein shall have the meanings ascribed to such terms in the Engagement Letter.

- A fee (a “Non-Cash Transaction Value Fee”) for compensation in addition to fees set forth above shall be calculated upon non-cash receipt consideration (including debt, tax credits, assumed liabilities, equity, warrants, options, credit bid, and/or any other transfer of value or any combination thereof) at 2.5% of such consideration received.

13. In the event there are multiple transactions, the Success Fee will be paid on the sum total of all the transactions combined, due upon the closing and receipt of funds of any transaction. To note; however, any Non-Cash Transaction Value Fee will be paid when the corresponding funds are actually received, transferred, awarded, and other means and in the same form and substance as received in the transaction.

14. In addition to any fees that may be payable to Rock Creek and, regardless of whether any transaction occurs, the Debtors shall promptly reimburse to Rock Creek, on demand, for all reasonable out of pocket expenses, including but not limited to, travel (including airfare, lodging, meals, rental cars, mileage, etc.), printing, copying, advertising, postage costs, disposal, third-party on-site labor, security, and any other reasonable costs incurred by Rock Creek in the course of activities or actions required or permitted by the Engagement; provided that reimbursement of expenses in excess of \$2,500 (for any given expense) will require prior approval thereof by the Debtors, together with submittal of substantiating documentation for each such expense acceptable to the Debtors, acting reasonably.

15. If Rock Creek provides services to the Debtors for which a fee is not provided in the Engagement Letter, such services shall, except insofar as they are the subject of a separate agreement, be treated as falling within the scope of the Engagement Letter, and the Debtors and Rock Creek will agree upon a fee for such services based upon good faith negotiations and subject to Court approval.

16. The Debtors believe that the Fee and Expense Structure is comparable to those generally charged by advisors of similar stature to Rock Creek for comparable engagements, both in and out of bankruptcy proceedings, and reflects a balance between a fixed, monthly fee, and a contingency amount, which are tied to the consummation and closing of the transactions and services contemplated by the Debtors and Rock Creek in the Engagement Letter.

17. The Fee and Expense Structure summarized above and described fully in the Engagement Letter is consistent with Rock Creek's normal and customary billing practices for comparably sized and complex cases and transactions, both in and out-of-court, involving the services to be provided in connection with the Chapter 11 Cases. Moreover, the Fee and Expense Structure is consistent with and typical of arrangements entered into by Rock Creek and investment banks in connection with the rendering of comparable services to clients such as the Debtors. Rock Creek and the Debtors believe that the Fee and Expense Structure is both reasonable and market-based.

18. To induce Rock Creek to represent the Debtors, the Fee and Expense Structure was established to reflect the difficulty of the extensive assignments Rock Creek has undertaken and expects to undertake and to account for the potential for an unfavorable outcome resulting from factors outside of Rock Creek's control.

19. The Debtors and Rock Creek negotiated the Fee and Expense Structure to function as an interrelated, integrated unit, in correspondence with Rock Creek's services, which Rock Creek renders not in parts, but as a whole. It would be contrary to the intention of Rock Creek and the Debtors for any isolated component of the Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Rock Creek's services. Instead, the Debtors and Rock Creek intend that Rock Creek's services be considered as a whole and is to be compensated by the Fee and Expense Structure in its entirety.

20. The Debtors acknowledge and agree that Rock Creek's restructuring, strategic, negotiating, and financial expertise as well as its capital markets knowledge, financing skills, restructuring capabilities, and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Rock Creek's engagement hereunder, were important factors in determining the Fee and Expense Structure. The ultimate benefit to the Debtors derived from the services provided by Rock Creek hereunder cannot be measured by a reference to the number of hours expended by Rock Creek's professionals.

21. The Debtors also acknowledge and agree that the Fee and Expense Structure has been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of Rock Creek and its professionals and in light of the fact that (a) such commitment may foreclose other opportunities for Rock Creek and (b) the actual time and commitment required of Rock Creek and its professionals to perform its services may vary substantially from week to week and month to month, creating "peak load" issues for Rock Creek.

22. In light of the foregoing and given the numerous issues that Rock Creek may be required to address in the performance of its services hereunder, Rock Creek's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Rock Creek's services for engagements of this nature both in the in- and out-of-court contexts, the Debtors believe that the Fee and Expense Structure is fair and reasonable and market-based.

23. Accordingly, the Debtors have determined, in the exercise of their business judgment, that the fee structure set forth in the Engagement Letter appropriately reflects the nature of the services to be provided by Rock Creek, contains reasonable terms and conditions of employment, and should be approved.

24. It is not the general practice of financial advisory firms, including Rock Creek, to keep detailed time records similar to those customarily kept by attorneys and required by Local Rule 2016-1(b)(6). Because Rock Creek does not ordinarily maintain contemporaneous time records in tenth-hour increments or provide or conform to a schedule of hourly rates for its professionals, the Debtors request that Rock Creek be excused from compliance with such information requirements.

Compensation Received Prepetition

25. In connection with their prepetition engagement, the Debtors were required to pay Rock Creek certain monthly fees, and to provide a retainer of \$50,000, that was replenished on a monthly basis. During the ninety (90) days immediately preceding the Petition Date, Rock Creek received the following payments in connection with both the prepetition engagement and Rock Creek's current engagement under the Engagement Letter: February 21, 2024 [\$50,000]; March 20, 2024 [\$50,000]; and April 18, 2024 [\$50,000], totaling \$150,000.⁴ Other than as set forth herein, Rock Creek did not receive any payments from the Debtors during the ninety (90) days immediately preceding the Petition Date.

26. As of the Petition Date, the Debtors do not currently have any amounts due to Rock Creek; however, pursuant the Fee and Expense Structure, a Success Fee will become due after the closing of the Proposed Sale. In the event of an alternative transaction, other fees may become due to Rock Creek.

Disinterestedness

27. To the best of the Debtors' knowledge and except to the extent disclosed herein and in the Lipton Declaration: (i) Rock Creek is a "disinterested person" within the meaning of section

⁴ The Debtors made the first payment on January 23, 2024.

101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code and does not hold or represent an interest materially adverse to the Debtors' estates; and (ii) Rock Creek has no connection to the Debtors, their creditors, or other parties-in-interest in the Chapter 11 Cases.

28. As set forth in further detail in the Lipton Declaration, Rock Creek has no connections with creditors, equity security holders, and other parties-in-interest in the Chapter 11 Cases. Given this, Rock Creek does not have any matters that represent an interest materially adverse to the Debtors' estates or otherwise create a conflict of interest regarding the Debtors or the Chapter 11 Cases.

29. Accordingly, Rock Creek is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

Qualifications

30. Rock Creek is a highly qualified and respected financial advisory firm and is familiar with the Debtor's operations and financial condition. Rock Creek works with companies and their investors, shareholders, directors, lenders, and other relevant constituents to help companies maximize their true potential. Rock Creek has expertise in turnarounds, ABCs, financial advisory, receiverships, asset sales, workouts and liquidations.

31. Rock Creek is comprised of leading industry professionals with significant experience in and outside of bankruptcy. Rock Creek's professionals have extensive experience and familiarity with the chapter 11 process and have been retained as professionals of the estate in cases throughout the country. *See e.g.: In re NinePoint Medical, Inc.*, Case No. 20-12618 (KBO) (Bankr. D. Del. Oct 16, 2020); *In re Barfly Ventures, LLC*, Case No. 20-01947 (JWB) (Bankr. W.D. Mich. June 6, 2020); *In re JRV Group USA L.P.*, Case No. 19-11095 (CSS) (Bankr. D. Del. May 12, 2019); *In re Sedgwick LLP*, Case No. 18-31087 (HLB) (Bankr. N.D. Cal. Oct. 2, 2018); *In re Tix Corporation*, Case No. 21-14170 (Bankr. Dev. 2021); *In re Tricidia, Inc.*, Case No. 23-

10024 (Bankr. D.E. March 7, 2023); *In re Medly Health Inc.*, Case No. 22-11257 (Bankr. D.E. Jan. 27, 2023) (amongst others).

BASIS FOR RELIEF

32. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval: “May 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 . . . in carrying out . . . duties under [the Bankruptcy Code].” 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) in cases under chapter 11 of the Bankruptcy Code and provides that “a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

33. In addition, the Debtors seek approval of the Engagement Letter (including, without limitation, the Fee and Expense Structure and the Indemnification Obligations in Schedule I thereto) pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327. . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis” subject to later re-evaluation by the court. 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals, including financial advisors and sale agents, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum Co. (In re Nat’l Gypsum Co.)*, 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted). Owing to this inherent uncertainty, courts have approved similar arrangements that contain reasonable terms and conditions under section 328 of the Bankruptcy Code. *See, e.g., In re U.S. Airways, Inc.*, Case No. 02-83984 (SJM) (Bankr. E.D. Va. Aug. 12, 2002); *see also In re J.L. French Auto. Castings, Inc.*, Case No. 06-10119 (MFW) (Bankr. D. Del. Mar. 24, 2006). Furthermore, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 amended section 328(a) of the Bankruptcy Code, which now provides as follows:

The trustee, or a committee appointed under section 1102 of this title, with the court’s approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a) (amendment emphasized). This change makes clear that the Debtors are able to retain a professional on a fixed or percentage fee basis, such as the Fee and Expense Structure, with bankruptcy court approval.

34. The Engagement Letter appropriately reflects (i) the nature and scope of services to be provided by Rock Creek, (ii) Rock Creek’s substantial experience with respect to financial advisory and asset sale services, and (iii) the fee structures typically utilized by Rock Creek and other leading advisors that do not bill their clients on an hourly basis.

35. Similar fixed and contingency fee arrangements have been approved and implemented by courts in other large chapter 11 cases. *See, e.g., In re GulfMark Offshore, Inc.*, Case No. 17-11125 (Bankr. D. Del. June 15, 2017); *In re Vanguard Nat. Res., LLC*, Case No. 17-

30560 (Bankr. S.D. Tex. Mar. 20, 2017); *In re Azure Midstream Partners, LP*, Case No. 17-30461 (Bankr. S.D. Tex. Mar. 10, 2017); *In re Am. Gilsonite Co.*, Case No. 16-12316 (Bankr. D. Del. Nov. 18, 2016); *In re CJ Holding Co.*, Case No. 16-33590 (Bankr. S.D. Tex. Sept. 12, 2016); *In re Midstates Petrol. Co.*, Case No. 16-32237 (Bankr. S.D. Tex. July 12, 2016); *In re Chaparral Energy, Inc.*, Case No. 16-11144 (Bankr. D. Del. June 10, 2016); *In re Ryckman Creek Res., LLC*, Case No. 16-10292 (Bankr. D. Del. Feb. 29, 2016); *In re Energy & Exp. Partners, Inc.*, Case No. 15-44931 (Bankr. N.D. Tex. Feb. 8, 2016); *In re Parallel Energy LP*, Case No. 15-12263 (Bankr. D. Del. Dec. 16, 2015); *In re The Great Atl. & Pac. Tea Co., Inc.*, Case No. 15-23007 (Bankr. S.D.N.Y. Aug. 11, 2015); *In re Altegrity, Inc.*, No. 15-10226 (Bankr. D. Del. Mar. 16, 2015); *In re Mineral Park, Inc.*, Case No. 14-11996 (Bankr. D. Del. Sept. 23, 2014 & Oct. 2, 2014); *In re Energy Future Holdings Corp.*, Case No. 14-10979 (Bankr. D. Del. Sept. 16, 2014).

36. Accordingly, the Debtors believe that Rock Creek's retention on the terms and conditions proposed herein is appropriate under sections 327(a), 328, and 1107(b) of the Bankruptcy Code.

NOTICE

37. In accordance with Bankruptcy Rule 4001(c), notice of this Motion will be given to: (a) the governmental agencies identified in this Court's Administrative Procedures, ¶I; (b) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis (this will provide notice to the majority of creditors and all creditors holding claims that are not minimal in amount), as identified in the filing with their chapter 11 petitions; (c) parties that have filed lien(s) on the Debtors' assets, (d) any party that has requested notice pursuant to Bankruptcy Rule 2002 as of the time of service. The Debtors submit that no other or further notice need be provided.

NO PRIOR REQUEST

38. No prior request for relief sought in this Motion has been made to this or any other court.

EMERGENCY CONSIDERATION

39. Pursuant to Bankruptcy Local Rule 9013-3(d), the Debtors request emergency consideration of this Motion. As set forth in this Motion, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations, the proposed sale process in place, any due diligence and negotiations with a potential party that wanted to overbid, and the like at this critical juncture and imperil the Debtors' Chapter 11 Cases. Accordingly, the Debtors respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form submitted herewith (i) authorizing the retention and employment of the Rock Creek as financial advisor and sales agent for the Debtors *nunc pro tunc* to the Petition Date according to the terms set forth in this Application, and (ii) granting related relief; and (iii) scheduling the Final Hearing on the Application.

Dated: April 23, 2024.

Respectfully submitted,

/s/ Paul San Soucie

Paul San Soucie
Chief Executive Officer, Kologik

KELLY HART PITRE

/s/ Louis M. Phillips

Louis M. Phillips (#10505)
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Proposed Counsel for the Debtors

Proposed Interim Order

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	X	
In re	:	Chapter 11
Kologik, LLC, et al.,⁵	:	Case No. 24-10311
Debtors.	:	(Joint Administration Requested)
	X	

**INTERIM ORDER AUTHORIZING THE RETENTION AND EMPLOYEMENT OF
ROCK CREEK ADVISORS AS FINANCIAL ADVISOR AND SALES AGENT FOR THE
DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Having considered the *Emergency Application for Entry of Interim and Final Orders Authorizing the Retention and Employment of Rock Creek Advisors as Financial Advisor and Sales Agent for the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”),⁶ filed by the above-captioned debtors in possession (the “Debtors”) for entry of order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016 and Local Rule 2014-1 (i) authorizing the retention and employment of Rock Creek as financial advisor and sales agent for the Debtors *nunc pro tunc* to the Petition Date; (ii) granting related relief; and (iii) setting a Final Hearing and having all objections to the relief requested in the Application (if any) been heard and overruled or resolved on the terms set forth in this Order, and it finding that: due notice of the Application having been provided; the relief requested in the Application is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest; the Court has jurisdiction over this matter; and the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation thereon,

⁵ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

⁶ Capitalized terms not otherwise defined herein take their meaning from the Application.

Proposed Interim Order

IT IS HEREBY ORDERED THAT:

1. The Final Hearing on the Application shall be on _____, 2024 at _____, prevailing Central Time. Any objections or response to entry of the Final Order on the Motion shall be filed on or before 12:00 p.m., prevailing Central Time on _____, 2024. If no objections to entry of the Final Order on the Application are timely received, the Court may enter such Final Order without need for the final hearing.

2. The Debtors are authorized to retain Rock Creek Advisors, on an interim basis, as financial advisor and sales agent in all matters relating to the performance of its duties as debtor-in-possession on an interim basis pending Final Hearing.

3. Rock Creek Advisors shall perform those services set forth in the Engagement Letter and shall continue to work as the Debtors' financial advisor and sales agent in connection with the "Transaction" as defined in the asset purchase agreement attached as an exhibit to the "Sale Motion" filed with the Court ("APA"), and as well to market the Debtors' assets and continue to represent the Debtors in any negotiations and due diligence in connection with any proposed "Alternative Transaction" as defined in the APA.

4. The Fee and Expense structure is approved pursuant to section 328 of the Bankruptcy Code, on an interim basis, and Rock Creek Advisors is excused from Local Rule 2016-1(b)(6).

5. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

6. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall take effect immediately upon its entry.

Proposed Interim Order

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

9. Counsel shall serve this Order on the required parties pursuant to the notice procedures established in these Chapter 11 Cases.

Dated: [●], 2024

Baton Rouge, Louisiana

UNITED STATES BANKRUPTCY JUDGE

Proposed Final Order

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	X	
In re	:	Chapter 11
Kologik, LLC, et al.,⁷	:	Case No. 24-10311
Debtors.	:	(Joint Administration Requested)
	X	

FINAL ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF ROCK CREEK ADVISORS AS FINANCIAL ADVISOR AND SALES AGENT FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE

Having considered the *Emergency Application for Entry of Interim and Final Orders Authorizing the Retention and Employment of Rock Creek Advisors as Financial Advisor and Sales Agent for the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”),⁸ filed by the above-captioned debtors in possession (the “Debtors”) for entry of order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016 and Local Rule 2014-1 (i) authorizing the retention and employment of Rock Creek Advisors as financial advisors and sales agent for the Debtors *nunc pro tunc* to the Petition Date; (ii) granting related relief; and (iii) setting a Final Hearing and having all objections to the relief requested in the Application (if any) been heard and overruled or resolved on the terms set forth in this Order, and it finding that: due notice of the Application having been provided; the relief requested in the Application is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest; the Court has jurisdiction over this matter; and the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation thereon,

⁷ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

⁸ Capitalized terms not otherwise defined herein take their meaning from the Application.

Proposed Final Order

IT IS HEREBY ORDERED THAT:

1. The Debtors are authorized to retain Rock Creek Advisors as financial advisor and sales agent in all matters relating to the performance of its duties as debtor-in-possession on an interim basis pending Final Hearing.

2. Rock Creek Advisors shall perform those services set forth in the Engagement Letter and shall continue to work as the Debtors' financial advisor and sales agent in connection with the "Transaction" as defined in the asset purchase agreement attached as an exhibit to the "Sale Motion" filed with the Court ("APA"), and as well to market the Debtors' assets and continue to represent the Debtors in any negotiations and due diligence in connection with any proposed "Alternative Transaction" as defined in the APA.

3. The Fee and Expense structure is approved pursuant to section 328 of the Bankruptcy Code, and Rock Creek is excused from Local Rule 2016-1(b)(6).

4. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

5. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall take effect immediately upon its entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

8. Counsel shall serve this Order on the required parties pursuant to the notice procedures established in these Chapter 11 Cases.

Dated: [●], 2024

Proposed Final Order

Baton Rouge, Louisiana

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Lipton Declaration

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	-----X		
	:		
In re	:		Chapter 11
	:		
Kologik, LLC, et al.,⁹	:		Case No. 24-10311
	:		
Debtors.	:		(Joint Administration Requested)
	:		
	-----X		

**DECLARATION OF HEIDI LIPTON IN SUPPORT OF EMERGENCY APPLICATION
FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ROCK CREEK ADVISORS AS FINANCIAL ADVISOR AND
SALES AGENT FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

In support of the *Emergency Application for Entry of Interim and Final Orders Authorizing the Retention and Employment of Rock Creek Advisors as financial advisor and sales agent for the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”),¹⁰ and pursuant to Bankruptcy Rule 2014(a) and Local Bankruptcy Rule 2014-1(b), I, Heidi Lipton, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief.

1. I am a Managing Director and Founding Partner of Rock Creek Advisors, LLC (“Rock Creek”), with offices at 1738 Belmar Blvd., Belmar, New Jersey 07719. Rock Creek was retained by Kologik LLC and the remaining debtors in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) as a financial advisor and sales agent to conduct a going concern sale.

2. Unless otherwise stated, all facts set forth in this Declaration are based upon: (a) my personal knowledge; (b) information provided to me by colleagues or other personnel under

⁹ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

¹⁰ Capitalized terms not otherwise defined herein take their meaning from the Application.

Lipton Declaration

my supervision; and/or (c) the Debtors' other advisors. I am authorized to submit this declaration on behalf of the Debtors, and if called upon to testify, I could and would testify competently to the facts set forth herein.

3. I have reviewed the Application and the statement contained therein are true and correct to the best of my knowledge, information, and belief.

Qualifications

4. I have a Bachelor of Science degree and a Bachelor of Arts degree from University of Pennsylvania and a Master of Business Administration from the Wharton School at the University of Pennsylvania. I have over 20 years of financial advisory experience and have provided financial advisory services and sales agent roles in restructuring and insolvency cases throughout the country.

5. Rock Creek, amongst other services, has an expertise in tough financial issues, restructuring, liquidity constraints, sale processes and insolvency matters.

6. Rock Creek is familiar with the chapter 11 process and has been retained as an estate professional in numerous chapter 11 cases including: *In re NinePoint Medical, Inc.*, Case No. 20-12618 (KBO) (Bankr. D. Del. Oct 16, 2020); *In re Barfly Ventures, LLC*, Case No. 20-01947 (JWB) (Bankr. W.D. Mich. June 6, 2020); *In re JRV Group USA L.P.*, Case No. 19-11095 (CSS) (Bankr. D. Del. May 12, 2019); *In re Sedgwick LLP*, Case No. 18-31087 (HLB) (Bankr. N.D. Cal. Oct. 2, 2018); *In re Tix Corporation*, Case No. 21-14170 (Bankr. Dev. 2021); *In re Tricidia, Inc.*, Case No. 23-10024 (Bankr. D.E. March 7, 2023); *In re Medly Health Inc.*, Case No. 22-11257 (Bankr. D.E. Jan. 27, 2023) (amongst others).

7. Based upon my and my firm's expertise and experience, I believe that Rock Creek is highly qualified to perform the services set forth in the Engagement Letter submitted herewith

Lipton Declaration

as Schedule 4.

Post-Petition Date Services to be Provided

8. As set forth in more detail in the my declaration filed in support of the *Motion for Entry of an Order Authorizing and Approving (I) Sale of Debtors' Assets Free and Clear of All Claims, Liens, Encumbrances and Interests Pursuant to Asset Purchase Agreement, (II) Assumption And Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "Sale Motion"), Rock Creek has worked with the Debtors since January 2024 to conduct a going concern sale process that has ultimately lead to the execution of that certain Asset Purchase Agreement filed with the Sale Motion (the "APA").

9. Rock Creek Advisors shall perform those services set forth in the Engagement Letter and shall continue to work as the Debtors' financial advisor and sales agent in connection with the "Transaction" as defined in the asset purchase agreement attached as an exhibit to the "Sale Motion" filed with the Court ("APA"), and as well to market the Debtors' assets and continue to represent the Debtors in any negotiations and due diligence in connection with any proposed "Alternative Transaction" as defined in the APA.

10. Rock Creek submits that its services will be crucial to the closing of the APA or any alternative transaction.

Compensation & Fee Applications

11. Rock Creek requests approval of its Fee and Expense Structure as set forth in the Engagement Letter in accordance with section 328(a) of the Bankruptcy Code, and will request that its fee and any applicable expenses be noticed to the Court and parties in interest, to be paid at the closing of the "Transaction" under the APA or any "Alternative Transaction" as defined therein. Rock Creek understands that its Fee and Expense Structure is subject to the jurisdiction

Lipton Declaration

of this Court.

12. In the Engagement Letter, the Debtors agreed to the Fee and Expense Structure, as defined in the Application, and set forth in the Engagement Letter. This Fee and Expense Structure is customary in the industry for like services and one that is commonly used by Rock Creek in similar engagements.

13. Rock Creek, like other financial advisory firms, does not customarily keep their time by matter as required by this Court's Local Bankruptcy Rules.

14. Pursuant to Bankruptcy Rule 2016(b), Rock Creek has not shared nor agreed to share (a) any compensation it has received or may receive from the Debtors with another party or person, other than with Rock Creek's professionals or (b) any compensation another person or party has received or may receive.

15. Rock Creek has received prepetition compensation from the Debtors. A schedule of the prepetition compensation received is set forth in **Schedule 1** hereto.

Disinterestedness

16. I was provided a list of interested parties (the "**Interested Parties**") from counsel for the Debtors, which is submitted herewith as **Schedule 2**.

17. To the best of my knowledge, information, and belief, Rock Creek and I have no connections with the Debtors, creditors, any other party-in-interest, their respective accountants and attorneys, the United States Trustee, or any other person in the office of the United States Trustee, except as set forth below and in **Schedule 3** attached hereto.

18. To the best of my knowledge, and based on the foregoing, (a) Rock Creek is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors' estates and (b) Rock Creek has no

Lipton Declaration

connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

19. Rock Creek will use reasonable efforts to see that no conflicts or other disqualifying circumstances exist or arise during the pendency of these chapter 11 cases. If any new material facts or relationships are discovered or arise, Rock Creek will use reasonable efforts to identify them and will promptly file a supplemental declaration, as required by Rule 2014(a) of the Federal Rules of Bankruptcy Procedure.

Dated: April 23, 2024

Executed Pursuant to 28 U.S.C. § 1746

/s/ **Heidi Lipton**

Heidi Lipton

Lipton Declaration - Schedule 1

SCHEDULE 1

COMPENSATION DISCLOSURE (Last 90 days)

	Payment Date	Fees
	February 21, 2024	\$50,000
	March 20, 2024	\$50,000
	April 18, 2024	\$50,000
Total		\$150,000

Lipton Declaration - Schedule 2

SCHEDULE 2

INTERESTED PARTIES

Mississippi River Bank,

Riva Ridge Capital,

TSB Ventures,

J. Smith Thomas,

Ob Soonthornsima

McCarter and English

Baker Donelson

Matthew Teague

Ryan Morales

M6 Partners

J. Smith Thomas

Estate of Joseph Alosa

Manada Technologies, Inc.

Lipton Declaration - Schedule 3

SCHEDULE 3

CONNECTIONS TO INTERESTED PARTIES

None

Lipton Declaration - Schedule 4

SCHEDULE 4

ENGAGEMENT LETTER



January 16, 2024

Paul San Soucie
Chief Executive Officer
Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, LA 70801

Re: Engagement of Rock Creek Advisors, LLC

On behalf of Rock Creek Advisors, LLC (“Rock Creek”), I am writing to thank you for the opportunity to represent Kologik LLC (the “Client” or the “Company”) in the matter described below.

This letter agreement (“Agreement”) will outline the scope and nature of the services you have asked Rock Creek to provide (including any limitations in that regard) and the terms under which Rock Creek will provide those services.

Scope of Services

You are engaging Rock Creek as a Financial Advisor to the Company in connection with certain services (“Services”) as outlined in Exhibit A. As Financial Advisor, Rock Creek will work with the Company to obtain information to complete the services as outlined in Exhibit A. We may agree with you to expand the scope of our representation; provided that, any such change is confirmed with a written amendment to Exhibit A. To the extent we do expand the scope, our services will be subject to the terms and conditions established in this Agreement.

Fees

The fees for Rock Creek Services that the Company is agreeing to pay are outlined on Exhibit B of this Agreement (“Fees”).

Term

The term of the agreement shall be monthly. The Agreement may be terminated without cause or services may instead be temporarily paused at the Company’s option at any time prior to the beginning of services for a new monthly segment. The sections titled “Mediation; Arbitration”, and “Indemnification” shall survive termination. In addition, if Rock Creek identifies a party during this engagement, the Company will still be obligated to pay the success fee outlined in Exhibit B to Rock Creek, even if the Agreement has been terminated, if a transaction closes within 1 year of the signing of this engagement letter.

Expenses

Rock Creek shall be reimbursed on demand for all reasonable out of pocket expenses, including but not limited to, travel (including airfare, lodging, meals, rental cars, mileage, etc.), printing, copying, advertising, postage costs, disposal, third-party on-site labor, security, and any other reasonable costs incurred by Rock Creek in the course of activities or actions required or permitted by this Agreement; provided that reimbursement of expenses in excess of \$2,500 (for any given expense) will require prior approval thereof by you, together with submittal of substantiating documentation for each such expense acceptable to the you, acting reasonably. Rock Creek shall be reimbursed by the Company promptly upon receipt of Rock Creek's invoice.

Terms of Payment

Rock Creek will deliver invoices for Fees and expenses according to this Agreement. Invoices are due upon receipt. In the event any invoice is not paid as required by this Agreement, Client agrees that Rock Creek will have the unconditional right at any time to discontinue further services in this matter. If such Services are terminated for any reason, Rock Creek will submit a final invoice, and the balance of all outstanding invoices, including the final invoice, shall be immediately due and payable.

Our engagement is not an audit, review, or compilation in accordance with Generally Accepted Accounting Principles. We will rely on the documentation and information provided by the Company without audit or other verification. We wish to emphasize that our engagement is not designed for, and cannot be relied upon, to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of such matters that come to our attention.

File Retention

During Rock Creek's representation, any otherwise nonpublic information you supply to us will be kept confidential in accordance with Rock Creek's retention policy, applicable law, and the terms of this engagement Agreement. If requested, Rock Creek will return the files to you; we may do so in electronic form. Depending on the volume of material, we may charge you shipping costs for the return of paper files. If we cannot locate you to notify you at the end of the retention period, or if we notify you and you so instruct us, we will securely dispose of all materials in the file at the end of the retention period.

Client Responsibilities

By agreeing to and accepting our representation as described in this Agreement, you agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation and also to encourage the Company to provide requested information relevant to our representation. You (including any of your representatives) agree to be available to attend meetings, on reasonable notice, and you agree to stay fully informed on all developments relating to all matters for which we have been engaged. The Company also agrees to pay our statements for services rendered and charges in accordance with the terms of this Agreement. We reserve the right to withdraw from this matter if the Company fails to meet its obligations under this Agreement, including payment of Fees when due.

During our representation, we will be asking you and the Company for information and/or instructions from time to time. It is important that we receive responses from you and the Company in a timely manner. We may need to withdraw from representation if untimely responses to our requests persist.

It is important that we always maintain a current address for you. Please notify us promptly of any address change or any changes in your representation during or following the completion of the requested services as there may be a need to contact you to help maintain your rights. In any event, we will use the last address we have on record for you.

Protected Health Information

During our representation, you anticipate that we will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103 of the regulations promulgated under the Health Insurance Portability and Affordability Act of 1996, as amended (“**PHI**”). By signing below, you agree that you will use commercially reasonable means to provide Rock Creek with advance written notice of any future disclosure of PHI so that the parties may enter into a business associate agreement as required by law.

Conflict of Interest

We have conducted an internal check of our records to determine whether representing you in this engagement would raise a conflict of interest as to one or more of our existing clients. It appears that no such conflict now exists. However, Rock Creek represents many other entities and individuals. It is possible that while we are representing you, some of our present or future clients will have disputes or transactions with the Company. If, as a result of a future dispute or transaction, a conflict with the interests of other clients arises we will address the conflict with you and the affected clients, and this may include the seeking of a waiver by you and the other affected parties, the provision of which will be at your discretion.

Mediation; Arbitration

If any dispute, controversy, or claim arises in connection with the performance or breach of this Agreement, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to all parties. All parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in resolution of the matter and for no other purpose.

Except as agreed by all parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing to arbitration, we both acknowledge that in the event of a dispute, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators. The parties acknowledge that in the event of a bankruptcy filing, the Bankruptcy court may be the required adjudicative body, and submit to the authority of the Bankruptcy Court to resolve disputes arising under this engagement agreement.

Identification Number

Rock Creek's tax identification number is 82-3649705. Please indicate your acceptance of the terms of this Agreement by signing and returning a copy of this Agreement. Delivery of this Agreement by facsimile or readable .pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

This Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the State of Delaware (regardless of laws that might otherwise govern under applicable Delaware principles of conflicts of law) as to all matters, including, without limitation, matters of validity, construction, effect, performance and remedies.

Based on our discussions, we will commence work on this matter in contemplation of receiving your written acceptance, and we will assume you agree with these terms, even if you have not returned a signed copy of this Agreement. If we do not receive the counter-signed Agreement within a reasonable time, we reserve the right to withdraw from further representation of you in this matter.

Please call me if you have any questions regarding anything in the foregoing Agreement.

Agreed and accepted,

Heidi Lipton

Heidi Lipton
Founding Partner
Rock Creek Advisors, LLC

Paul San Soucie

Paul San Soucie
Chief Executive Officer
Kologik LLC

Exhibit A

Scope of Services:

As a sales agent, we would market the going concern company to obtain the highest and best value.

Our role would include the following:

- Develop a select target list of potential buyers, with input from the Company;
- Use/Adapt current marketing materials to communicate the attributes of the Company to potential parties;
- Execute NDAs as interested parties seek access to confidential information;
- Provide input as to any modifications, additions, or changes to the Company's confidential data room for use in the sale process;
- Coordinate calls with the Company/interested parties to help drive interest/provide due diligence;
- Work to set up a stalking horse party to augment the sale process;
- Work with the company, counsel and court to set up qualified bidder requirements, auction process, deposit requirements, etc.
- Qualify bidders as they are identified in our process;
- Collect deposits of qualified bidders and hold until the conclusion of the sale process (subject to any escrow requirements as may be determined by the Bankruptcy Court);
- Recommend potential structures/deals to help the Company and bidders maximize value;
- Run the auction process in accordance with approved bid procedures as applicable;
- Participate with counsel and the Company to update the Bankruptcy Court throughout the process to confirm a commercially reasonable sale process to obtain highest and best value;
- Assist in the closing of a transaction.

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Exhibit B

Fees:

In connection with this engagement, Rock Creek requires the following payments:

- A retainer of Fifty Thousand dollars (\$50,000) via Electronic Payment, due at signing of this Agreement, fully earned upon receipt;
- The Fifty Thousand dollar (\$50,000) retainer will need to be replenished on a monthly basis, fully earned upon receipt, and continue prior to the bankruptcy proceedings;
- The Fifty Thousand dollar (\$50,000) monthly fee will remain during the pendency of the bankruptcy proceedings, subject to the approval of the Bankruptcy Court.
- In addition to the fees described above, Rock Creek will also be paid a Success Fee on any proceeds received, equivalent to:
 - A Two Hundred Thousand Dollars (\$200,000) minimum success fee (exclusive of any monthly payments);
 - In addition to minimum success fee, six percent (6%) of the gross cash sale proceeds ("Transaction Value") over Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) through Nineteen Million Dollars (\$19,000,000);
 - For a Transaction Value Nineteen Million Dollars (\$19,000,000) or above, in addition to the minimum success fee, ten percent (10%) of the Transaction Value over Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), instead of the six percent (6%) success fee.
 - Further compensation in addition to fees set forth above shall be calculated upon non-cash receipt consideration (including debt, tax credits, assumed liabilities, equity, warrants, options, credit bid, and/or any other transfer of value or any combination thereof) at 2.5% of such consideration received.

In the event there are multiple transactions, the success fee will be paid on the sum total of all the transactions combined, due upon the closing and receipt of funds of any transaction. To note; however, any Success Fee related to non-cash receipt consideration will be paid when the corresponding funds are actually received, transferred, awarded, and other means and in the same form and substance as received in the transaction.

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citrix | RightSignature

SIGNATURE CERTIFICATE



REFERENCE NUMBER

CE106E8A-8AE7-428B-875A-CAEBD31D9BDD

TRANSACTION DETAILS

Reference Number
CE106E8A-8AE7-428B-875A-CAEBD31D9BDD

Transaction Type
Signature Request

Sent At
01/16/2024 17:31 EST

Executed At
01/16/2024 17:50 EST

Identity Method
email

Distribution Method
email

Signed Checksum
3068167b2f1670fa16ef5ebdd2350ac924318e9bcea0d6e3958f130345610b16

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Kologik Engagement letter Jan 16 LMP final CLEAN

Filename
Kologik_Engagement_letter_Jan_16_LMP_final_CLEAN_.docx

Pages
6 pages

Content Type
application/vnd.openxmlformats-officedocument.wordprocessingml.document

File Size
47.6 KB

Original Checksum
fef0f7a118addf5c330746d0bdf7e6905e5c1d4d76a1372ef0adc53f706b2029

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Paul San Soucie</p> <p>Email pauls@kologik.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum eadfc0f5e2808974d04934f123ff37f6714d871294750d641e5db0080419b28b</p> <p>IP Address 64.56.22.130</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 611131E6</p>	<p>Viewed At 01/16/2024 17:45 EST</p> <p>Identity Authenticated At 01/16/2024 17:50 EST</p> <p>Signed At 01/16/2024 17:50 EST</p>
<p>Name Heidi Lipton</p> <p>Email hlipton@rockcreekfa.com</p> <p>Signer Sequence 0</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum eca84f1ad75a76aca6bb731de39bc4eabbbd56317a3c73763101d251c11e8675</p> <p>IP Address 108.5.194.237</p> <p>Device Chrome via Mac</p> <p>Typed Signature </p> <p>Signature Reference ID 7186C321</p>	<p>Viewed At 01/16/2024 17:31 EST</p> <p>Identity Authenticated At 01/16/2024 17:32 EST</p> <p>Signed At 01/16/2024 17:32 EST</p>

AUDITS

TIMESTAMP	AUDIT
01/16/2024 17:31 EST	Heidi Lipton (hlipton@rockcreekfa.com) created document 'Kologik_Engagement_letter_Jan_16_LMP_final_CLEAN_.docx' on Chrome via Mac from 108.5.194.237.
01/16/2024 17:31 EST	Heidi Lipton (hlipton@rockcreekfa.com) was emailed a link to sign.
01/16/2024 17:31 EST	Heidi Lipton (hlipton@rockcreekfa.com) was emailed a reminder.
01/16/2024 17:31 EST	Heidi Lipton (hlipton@rockcreekfa.com) viewed the document on Chrome via Mac from 108.5.194.237.
01/16/2024 17:32 EST	Heidi Lipton (hlipton@rockcreekfa.com) authenticated via email on Chrome via Mac from 108.5.194.237.
01/16/2024 17:32 EST	Heidi Lipton (hlipton@rockcreekfa.com) signed the document on Chrome via Mac from 108.5.194.237.

TIMESTAMP	AUDIT
01/16/2024 17:32 EST	Paul San Soucie (pauls@kologik.com) was emailed a link to sign.
01/16/2024 17:45 EST	Paul San Soucie (pauls@kologik.com) viewed the document on Microsoft Edge via Windows from 64.56.22.130.
01/16/2024 17:50 EST	Paul San Soucie (pauls@kologik.com) authenticated via email on Microsoft Edge via Windows from 64.56.22.130.
01/16/2024 17:50 EST	Paul San Soucie (pauls@kologik.com) signed the document on Microsoft Edge via Windows from 64.56.22.130.