

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

In re

TARONIS FUELS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11121 (BLS)

(Jointly Administered)

Hearing Date: December 19, 2022 at 10:00 a.m. (ET)

Objection Deadline: December 12, 2022 at 4:00 p.m. (ET)

**MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE
DEBTORS TO (A) EMPLOY AND RETAIN AURORA MANAGEMENT PARTNERS
INC. TO PROVIDE A CHIEF RESTRUCTURING OFFICER, ADDITIONAL
PERSONNEL AND FINANCIAL ADVISORY AND RESTRUCTURING RELATED
SERVICES, (B) DESIGNATING TIMOTHY TUREK AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE AND
(II) GRANTING RELATED RELIEF**

By this motion (the “Motion”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) seek entry of an order, pursuant to sections 105(a) and 363(b) of title 11 of the United States Code 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) authorizing the Debtors to retain Aurora Management Partners Inc. (“AMP”), pursuant to the terms and conditions of that certain letter agreement between AMP and the Debtors dated November 7, 2022 (the “Engagement Letter”), to (i) provide Timothy Turek (“Mr. Turek”) as Chief Restructuring Officer (“CRO”) of the Debtors; (ii) provide additional personnel (the “Additional Personnel”), and (iii) provide financial advisory and restructuring related services to the Debtors, in each instance, effective as of the Petition Date (as defined below). A copy of the Engagement Letter is attached hereto as **Exhibit C**. In support of this Motion, the Debtors submit the

¹ The Debtors in these chapter 11 cases, along with the last four digits (if any) of each Debtors’ federal tax identification number include: Taronis Fuels, Inc. (7454), MagneGas Welding Supply – West, LLC (6662), Taronis Sub III LLC (5826), MagneGas Welding Supply – South, LLC (8686), MagneGas Real Estate Holdings, LLC (7412), MagneGas IP, LLC (0988), MagneGas Production, LLC (7727), Taronis Sub I LLC (4205), Taronis-TAS, LLC (2356), Taronis TAH, LLC (3542), and Taronis Sub II LLC (9673). The location of the Debtors’ service address in these chapter 11 cases are 24980 N. 83rd Avenue, Suite 100, Peoria, Arizona 85383.

Declaration of Timothy Turek (the “Declaration”), attached hereto as **Exhibit B**. In further support of the Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 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 February 29, 2012. The Debtors confirm their consent, pursuant to Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 9013-1.

BACKGROUND

4. On November 11, 2022 (the “Petition Date”), the Debtors commenced these Chapter 11 Cases by filing petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”).

5. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. No official committees have been appointed in these Chapter 11 Cases, and no request has been made for the appointment of a trustee or examiner.

7. The Debtors manufacture and distribute industrial, medical, specialty and beverage gases and associated welding and safety supplies. Currently, the Debtors operate fifteen (15) retail locations, three (3) gas fill plants, and have approximately ninety-two (92) employees, serving retail customers in four (4) states. The Debtors supply their customers with products ranging from bulk quantities of cryogenic gases to individual packaged cylinders. The Debtors have the capacity and expertise to supply large, bulk cryogenic gas customers as well as small one-man businesses.

8. A detailed description of the Debtors, including their business operations, their corporate and capital structure, the events leading to the commencement of these Chapter 11 Cases, and the facts and circumstances supporting this Motion, are set forth in greater detail in the *Declaration of R. Jered Ruyle in Support of the Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”)² and incorporated by reference herein.

RELIEF REQUESTED

9. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code: authorizing the Debtors to retain AMP, pursuant to the terms and conditions of the Engagement Letter, to (i) provide Mr. Turek as CRO of the Debtors; (ii) provide the Additional Personnel, and (iii) provide financial advisory and restructuring-related services to the Debtors, in each instance *nunc pro tunc* to the Petition Date. For the

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the First Day Declaration.

reasons set forth herein, the relief requested is in the best interest of the Debtors, the Debtors' estate, creditors, and other parties-in-interest, and therefore, should be granted.

QUALIFICATIONS OF AMP AND MR. TUREK

10. Mr. Turek is a Senior Managing Director of AMP. Mr. Turek graduated from Western Illinois University in 1986 with a bachelor's degree in Accounting. Mr. Turek is also a Certified Turnaround Professional and a former Certified Public Accountant. Mr. Turek has practiced in the turnaround, restructuring and bankruptcy financial advisory industry since 2000. Since joining AMP in 2019, he has managed a wide variety of both turnaround and bankruptcy consulting engagements. He has managed workouts, bankruptcies, and divestitures across several industries, including product manufacturing businesses. He has also served as the Chief Restructuring Officer in Klune Industries LLC, Heads and Threads, LLC, Seton Leather Products, Allen Brothers Meats, and Cedar Electronics. Mr. Turek also served as debtors lead financial advisor in *In re FM Coal, LLC*, No. 20-02783 (TOM) (Bankr. N.D.Ala. 2020), *In re Powerwave Techs., Inc.*, No. 13-10134 (MFW) (Bankr. D. Del. 2012), *In re KLN Steel Products Co., LLC*, No. 11-12855 (TMD) (Bankr. W.D. Tex. 2011), and advisor to the creditors' committee in *In re Allied Sys. Holdings, Inc.*, No. 12-11564 (CSS) (Bankr. D. Del. 2012).

11. AMP is a national turnaround consulting firm that provides turnaround, business and advisory restructuring services over a multitude of industries and markets. Sample representations of AMP include financial advisors to the debtor in *In re FM Coal, LLC*, No. 20-02783 (TOM) (Bankr. N.D.Ala. 2020), *In re iPic-Gold Class Entm't, LLC*, No. 19-11739 (LSS) (Bankr. D. Del. 2019), *In re CCI of West Palm, Inc.*, No. 07-16604 (Bankr. S.D. Fla. 2007), *In re Blue Thunder Auto Transport, Inc.*, No. 07-61268 (Bankr. N.D. Ga. 2007), *In re Advanced Vending Sys., Inc.*, No. 06-12523 (Bankr. E.D. Tenn. 2006), *In re Shelby-Skipwith, Inc.*, No. 06-

22030 (Bankr. W.D. Tenn. 2006), *In re Schirmer's LLC*, No. 05-10874 (Bankr. E.D. Va. 2005), *In re Ski Chalet, Inc.*, No. 05-10937 (Bankr. E.D. Va. 2005), and *In re Summitville Tiles, Inc.*, No. 03-46341 (Bankr. N.D. Ohio 2003), chief restructuring officers in *In re A.C. Furniture Co., Inc.*, No. 20-60200 (Bankr. W.D. Va. 2020), *In re Mairec Precious Metals U.S., Inc.*, No. 19-01198-HB (Bankr. D. S.C. 2019), *In re Suniva, Inc.*, No. 17-10837 (KG) (Bankr. D. Del. 2017), *In re Malibu Lighting Corp.*, No. 15-12080 (Bankr. D. Del. 2015), *In re Brooks Food Grp., Inc.* No. 12-6200 (Bankr. W.D. Va. 2012), *In re Prime Measurement Products LLC*, Case No. 07-10109 (Bankr. C.D. Cal. 2007), and *In re Laich Industries Corp.*, Case No. 05-16204 (Bankr. N.D. Ohio 2005), and financial advisors to the creditors' committees in *In re Foss Mfg. Co., Inc.*, No. 05-13724 (Bankr. D.N.H. 2005), *In re Protected Vehicles, Inc.*, No. 08-00783 (Bankr. D.S.C.), *In re Red Shield Envtl., LLC*, No. 08-10633 (Bankr. D. Me. 2008), *In re Pike Nursery Holding LLC*, No. 07-79129 (Bankr. N.D. Ga. 2007), and *In re Airnet Commc'n Corp.*, No. 06-01171 (M.D. Fla. 2006).

12. In addition to AMP's experience in the reorganization, restructuring and sale of troubled companies, both in and out of court, AMP has developed an in-depth understanding of the Debtors' financial history, business operations and the industry in which the Debtors operate. Furthermore, AMP's professionals have worked closely with the Debtors' management and other professionals and have already become well-acquainted with the Debtors' operations, debt structure, creditors, business and related matters. Accordingly, AMP has developed significant relevant experience regarding the Debtors that will assist AMP and Mr. Turek in providing effective and efficient services in these Chapter 11 Cases.

SCOPE OF SERVICES

13. Consistent with the terms of the Engagement Letter, Mr. Turek, as CRO, and the Additional Personnel are charged with assisting the Debtors with their various operational, administrative, and financial needs arising in connection with these Chapter 11 Cases. More specifically, Mr. Turek, with the assistance of the Additional Personnel from AMP, will provide various services which may include, but are not necessarily limited to, the following (collectively, the “Services”):

- (a) Provide the services of the CRO, which would be equal to the services typically provided by the office of the chief operating officer, and Deputy Restructuring Officers to assist the CRO;
- (b) Assist with the day-to-day operations of the Debtors;
- (c) Assist the Debtors in the implementation of the operating business plans including the disposal of Debtors assets and to evaluate the business plans regarding any proposed ongoing operations;
- (d) Manage the Debtors’ Chapter 11 filings in order to maximize compliance with the Debtors’ business plan;
- (e) Assist the Debtors’ bankruptcy counsel in the preparation of the Chapter 11 petition and Chapter 11 first day motions;
- (f) Prepare the Debtors’ Statement of Financial Affairs and Schedules of Assets and Liabilities;
- (g) Attend the Debtors’ meeting of creditors and court hearings and testify at the meeting or hearings as necessary;
- (h) Manage the development, evaluation, negotiation, and execution of any restructuring, liquidation or sale transaction;
- (i) Negotiate with existing lenders, creditors, and other parties-in-interest in the implementation of a chosen transaction;
- (j) Provide timely updates to the Debtors’ directors and lenders and supplement with written materials and schedules as needed; and
- (k) All other items as agreed from time to time between the Debtors and AMP.

14. Subject to this Court's approval of the relief requested in this Motion, Mr. Turek, as CRO, and the Additional Personnel of AMP, are willing to provide the Services to the Debtors. AMP and Mr. Turek will coordinate with the Debtors' other retained professionals to avoid unnecessary duplication of services.

COMPENSATION

15. Mr. Turek and the Additional Personnel from AMP have agreed to be paid according to the following fee structure:

Professional	Description	Hourly Rate
David Baker	Managing Partner	\$725
Timothy Turek	Chief Restructuring Officer Senior Managing Director	\$595
Travis Grody	Associate Director	\$350
Andrew Pryts	Senior Consultant	\$250
Catherine Kendall	Administrative Manager	\$200

16. In addition, AMP will be reimbursed for all reasonable out-of-pocket expenses incurred in connection with these Chapter 11 Cases including, but not limited to, travel, lodging, meals, postage, long-distance telephone, facsimile charges, rental cars, photocopying, as well as other attendant costs that AMP may reasonably incur.

17. The aforementioned fee structure is consistent with and typical of compensation arrangements entered into by AMP and other comparable firms in connection with the rendering of similar services under similar circumstances. The Debtors believe, as does AMP, that the fee structure is in fact reasonable, market-based, and designed to fairly compensate AMP for its work and to cover necessary and reasonable expenses.

18. Given the numerous issues which AMP and Mr. Turek may be required to address in the performance of their services, AMP's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements in the Engagement Letter are reasonable and appropriate.

19. Other than set forth herein or in the Engagement Letter, there is no proposed arrangement between the Debtors and AMP for compensation to be paid in these Chapter 11 Cases.

20. As set forth in the attached Declaration of Mr. Turek, AMP is not a creditor of the Debtors' estate and is not owed any amounts in connection for prepetition services rendered by AMP to the Debtors. Furthermore, AMP received a prepetition retainer from the Debtors in connection with this proposed engagement in the amount of \$200,000.00.

FEES AND REPORTING REQUIREMENTS

21. Upon Court approval of the relief requested herein, AMP will be retained to provide the Debtors with the Additional Personnel as necessary, and Mr. Turek will be designated as the Debtors' CRO pursuant to section 363 of the Bankruptcy Code. Because AMP is not being employed as a professional under section 327 of the Bankruptcy Code, AMP will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, AMP will submit monthly invoices to the Debtors for payment. In addition, AMP will file with the Court and serve copies on (a) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey (linda.casey@usdoj.gov)); (b) counsel to Tech Capital, LLC, Hemar, Rousso & Heald, LLP, 15910 Ventura Boulevard, 12th Floor, Encino, California 91436 (Attn: J. Alexandra Rhim

(Arhim@hrhlaw.com)), and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Allison S. Mielke (amielke@ycst.com)); and (b) if any statutory committee has been appointed in these Chapter 11 Cases, counsel to such committee (collectively, the “Notice Parties”), a report on staffing (the “Staffing Report”) by the 15th of each month for the previous month, which report will include the names, hours worked, and requested compensation by the CRO and all full- and part-time AMP personnel involved in these Chapter 11 Cases for the month and a summary of reimbursable expenses incurred for the relevant period. The Notice Parties shall have twenty-one (21) days after the date a Staffing Report is served on the Notice Parties to object to such Staffing Report. The Staffing Report, AMP’s staffing decisions, and all compensation identified in the Staffing Report will be subject to review by the Court in the event an objection is filed. AMP will file its first staffing report on December 15, 2022 for the period covering the Petition Date through and including November 30, 2022.

INDEMNIFICATION

22. The Engagement Letter contains indemnification language with respect to AMP’s services including, without limitation, an agreement by the Debtors to indemnify, and hold harmless Mr. Turek and AMP, including all employees, directors, officers, subcontractors, and agents of AMP, jointly and severally, from any and all claims whatsoever that may be made against any or all of them, arising from the performance of their duties in the Engagement Letter and as modified from time to time in the future. Notwithstanding such language, however, and as set forth in the Proposed Order, for purposes of these Chapter 11 Cases, the Debtors will be indemnifying only those persons serving as executive officers on the same terms as provided to the Debtors’ other officers and directors under the corporate by laws and applicable state along.

For the avoidance of doubt, there shall be no other indemnification of AMP or its affiliates. In addition, the Debtors will take appropriate measures to add Mr. Turek as a covered party to the Debtors' directors and officers insurance, and all other relevant active insurance policies carried by the Debtors.

23. The Debtors and AMP believe that the indemnification provisions contained in the Engagement Letter, as modified herein and in the Proposed Order (the "Indemnification Provisions") are customary and reasonable for restructuring and financial advisory services, both out-of-court and in chapter 11 cases, and reflects the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. Moreover, the terms and conditions of the Indemnification Provisions were negotiated by the Debtors and AMP at arm's-length and in good faith. Accordingly, as part of this Motion, the Debtors request that this Court approve the Indemnification Provisions, as set forth in the Engagement Letter and as expressly modified herein and in the Proposed Order.

LEGAL BASIS FOR RELIEF

24. Section 363(b)(1) permits a debtor to, after notice and a hearing, use property of the estate other than in the ordinary course of business. "In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purposes justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (Bankr. D. Del. 1999).

25. Entry into the Engagement Letter and retaining AMP to provide Mr. Turek as CRO and the Additional Personnel, and the financial advisory and restructuring related services, upon the terms set forth in the Engagement Letter, this Motion and the Proposed Order, would enable the Debtors to most efficiently administer these Chapter 11 Cases, address issues arising

in chapter 11 and preserve and maximize the value of the estates. Indeed, the Debtors require the assistance of qualified and experienced personnel to assist in these matters. Thus, the Debtors believe it would be in its best interest and in the best interests of their estates, creditors and other parties-in-interest for the Court to grant the relief requested herein, with such relief being deemed effective as of the Petition Date.

26. The Debtors also submit that the retention of AMP and its professionals is a sound exercise of the Debtors' business judgement. As discussed herein, Mr. Turek has experience as a senior officer and extensive experience as an advisor for many troubled companies. Moreover, AMP has provided many complex and large companies with financial services and expertise and the Debtors believe that AMP will provide such services and expertise to the Debtors for the benefit of their estates and stakeholders. In light of the foregoing, the Debtors believe that the relief requested in this Motion is appropriate and a sound exercise of the Debtors' business judgement.

27. Numerous courts in this district have authorized the retention of officers under section 363 of the Bankruptcy Code. *See, e.g., In re High Ridge Brands Co.*, No. 19- 12689 (BLS) (Bankr. D. Del. Jan. 15, 2020); *In re J&M Sales, Inc.*, No. 18-11801 (LSS) (Bankr. D. Del. Aug. 27, 2018) (authorizing debtor's retention of chief restructuring officer and other personnel); *In re Gibson Brands, Inc.*, No. 18-11025 (CSS) (Bankr. D. Del. June 11, 2018) (same); *In re Homer City Generation, L.P.*, No. 17-10086 (MFW) (Bankr. D. Del. Jan. 31, 2017) (same); *In re Constellation Enterprises LLC*, No. 16-11212 (CSS) (Bankr. D. Del. June 24, 2016) (same); *In re Endeavor Operating Corp.*, No. 14-12308 (KJC) (Bankr. D. Del. Nov. 6,

2014) (same); *In re Harry & David Holdings, Inc.*, Case No. 11- 10884 (MFW) (Bankr. D. Del. Apr. 27, 2011) (same).³

NOTICE

28. The Debtors have provided notice of this motion to the following parties or their respective counsel: (i) the Office of the United States Trustee for the District of Delaware; (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (iii) counsel to Tech Capital, LLC; (iv) the Office of the Attorneys General for the State of Delaware; (v) the United States Attorney's Office for the District of Delaware; (vi) the Internal Revenue Service; (vii) the Securities Exchange Commission; (viii) the Ordinary Course Professionals; (ix) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (x) all other parties entitled to notice pursuant to Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PREVIOUS REQUEST

29. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

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³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested herein and any other relief as is just and proper.

Dated: November 28, 2022
Wilmington, Delaware

Respectfully submitted,

/s/ Sameen Rizvi

Jeremy W. Ryan (No. 4057)

L. Katherine Good (No. 5101)

Aaron H. Stulman (No. 5807)

Sameen Rizvi (No. 6902)

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Proposed Counsel for the Debtors and Debtors in Possession

Exhibit A

Turek Declaration

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

In re

TARONIS FUELS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11121 (BLS)

(Jointly Administered)

**DECLARATION OF TIMOTHY TUREK IN SUPPORT OF MOTION OF DEBTORS
FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO (A) EMPLOY
AND RETAIN AURORA MANAGEMENT PARTNERS, INC. TO PROVIDE A CHIEF
RESTRUCTURING OFFICER, ADDITIONAL PERSONNEL AND FINANCIAL
ADVISORY AND RESTRUCTURING RELATED SERVICES, (B) DESIGNATING
TIMOTHY TUREK AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTOR,
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

I, Timothy Turek, being duly sworn according to law upon his oath, states and affirms as follows:

1. I am a senior managing director of Aurora Management Partners, Inc. (“AMP”), which maintains offices at 112 South Tryon Street, Suite 1770, Charlotte, North Carolina 28284. I submit this declaration on behalf of AMP in support of the motion (the “Motion”)² of the debtors and the debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) for an order authorizing the Debtors to employ and retain AMP to provide the Debtors with a Chief Restructuring Officer and Additional Personnel, effective as of the Petition Date, pursuant to 11 U.S.C. §§ 105(a) and 363(b) and under the terms and conditions set forth in the Motion.

¹ The Debtors in these chapter 11 cases, along with the last four digits (if any) of each Debtors’ federal tax identification number include: Taronis Fuels, Inc. (7454), MagneGas Welding Supply – West, LLC (6662), Taronis Sub III LLC (5826), MagneGas Welding Supply – South, LLC (8686), MagneGas Real Estate Holdings, LLC (7412), MagneGas IP, LLC (0988), MagneGas Production, LLC (7727), Taronis Sub I LLC (4205), Taronis-TAS, LLC (2356), Taronis TAH, LLC (3542), and Taronis Sub II LLC (9673). The location of the Debtors’ service address in these chapter 11 cases are 24980 N. 83rd Avenue, Suite 100, Peoria, Arizona 85383.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

SCOPE OF SERVICES

2. Consistent with the terms of the Engagement Letter, I, as CRO and the Additional Personnel of AMP are charged with assisting the Debtors with their various operational, administrative, and financial needs arising in connection with these Chapter 11 Cases. More specifically, the services that will be provided are the following (collectively, the “Services”):³

- (a) Provide the services of the CRO, which would be equal to the services typically provided by the office of the chief operating officer, and Deputy Restructuring Officers to assist the CRO;
- (b) Assist with the day-to-day operations of the Debtors;
- (c) Assist the Debtors in the implementation of the operating business plans including disposal of Debtors assets and to evaluate the business plans regarding any proposed ongoing operations;
- (d) Manage the Debtors’ Chapter 11 filings in order to maximize compliance with the Debtors’ business plans;
- (e) Assist the Debtors’ bankruptcy counsel in the preparation of the Chapter 11 petition and Chapter 11 first day motions;
- (f) Prepare the Debtors’ Statement of Financial Affairs and Schedules of Assets and Liabilities;
- (g) Attend the Debtors’ meeting of creditors and court hearings and testify at the meeting or hearings as necessary;
- (h) Manage the development, evaluation, negotiation, and execution of any restructuring, liquidation or sale transaction;
- (i) Negotiate with existing lenders, creditors, and other parties-in-interest in the implementation of a chosen transaction;
- (j) Provide timely updates to the Debtors’ directors and lenders and supplement with written materials and schedules as needed; and
- (k) All other items as agreed from time to time between the Debtors and AMP.

³ To the extent that this Motion and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control.

3. Subject to this Court's approval of the relief requested in this Motion, Mr. Turek, as CRO, and the Additional Personnel of AMP, are willing to provide the Services to the Debtors. AMP and Mr. Turek will coordinate with the Debtors' other retained professionals to avoid any unnecessary duplication of services.

COMPENSATION

4. I and the Additional Personnel from AMP have agreed to be paid according to the following fee structure:

Professional	Description	Hourly Rate
David Baker	Managing Partner	\$725
Timothy Turek	Chief Restructuring Officer Senior Managing Director	\$595
Travis Grody	Associate Director	\$350
Andrew Pryts	Senior Consultant	\$250
Catherine Kendall	Administrative Manager	\$200

5. In addition, AMP will be reimbursed for all reasonable out-of-pocket expenses incurred in connection with these Chapter 11 Cases including, but not limited to, travel, lodging, meals, postage, long-distance telephone, facsimile charges, rental cars, photocopying, as well as other attendant costs that AMP may reasonably incur.

6. The aforementioned fee structure is consistent with and typical of compensation arrangements entered into by AMP and other comparable firms in connection with the rendering of similar services under similar circumstances. The Debtors believe, as does AMP, that the fee structure is in fact reasonable, market-based, and designed to fairly compensate AMP for its work and to cover necessary and reasonable expenses.

7. Given the numerous issues which AMP may be required to address in the performance of the Services, AMP's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements in the Engagement Letter are reasonable and appropriate.

8. As discussed in the Motion, AMP has already provided certain prepetition financial and restructuring services to the Debtors. During the one-year period prior to the commencement of these Chapter 11 Cases, AMP did not receive any compensation from the Debtors on account of such prepetition services or expenses incurred in connection therewith. Furthermore, AMP (i) is not a creditor of the Debtors' estate and is not owed any amounts in connection for prepetition services rendered by AMP to the Debtors; and (ii) has not received a prepetition retainer from the Debtors in connection with this proposed engagement or otherwise.

9. Other than set forth herein or in the Engagement Letter, there is no proposed arrangement between the Debtors and AMP for compensation to be paid in these Chapter 11 Cases.

QUALIFICATIONS OF AMP AND MR. TUREK

10. AMP is a national turnaround consulting firm that provides turnaround, business and advisory restructuring services over a multitude of industries and markets and is well qualified to advise the Debtors on restructuring and financial matters. In selecting its financial advisor and CRO, the Debtors sought an advisor with (i) experience representing debtors in complex chapter 11 cases, including cases in the manufacturing industry; and (ii) experience in managing and administering companies during the chapter 11 process, including in this Court. AMP has such experience. Sample representations of AMP include financial advisors to the

debtor in *In re FM Coal, LLC*, No. 20-02783 (TOM) (Bankr. N.D. Ala. 2020), *In re iPic-Gold Class Entm't, LLC*, No. 19-11739 (LSS) (Bankr. D. Del. 2019), *In re CCI of West Palm, Inc.*, No. 07-16604 (Bankr. S.D. Fla. 2007), *In re Blue Thunder Auto Transport, Inc.*, No. 07-61268 (Bankr. N.D. Ga. 2007), *In re Advanced Vending Sys., Inc.*, No. 06-12523 (Bankr. E.D. Tenn. 2006), *In re Shelby-Skipwith, Inc.*, No. 06-22030 (Bankr. W.D. Tenn. 2006), *In re Schirmer's LLC*, No. 05-10874 (Bankr. E.D. Va. 2005), *In re Ski Chalet, Inc.*, No. 05-10937 (Bankr. E.D. Va. 2005), and *In re Summitville Tiles, Inc.*, No. 03-46341 (Bankr. N.D. Ohio 2003), chief restructuring officers in *In re A.C. Furniture Co., Inc.*, No. 20-60200 (Bankr. W.D. Va. 2020), *In re Mairec Precious Metals U.S., Inc.*, No. 19-01198-HB (Bankr. D. S.C. 2019), *In re Suniva, Inc.*, No. 17-10837 (KG) (Bankr. D. Del. 2017), *In re Malibu Lighting Corp.*, No. 15-12080 (Bankr. D. Del. 2015), *In re Brooks Food Grp., Inc.* No. 12-6200 (Bankr. W.D. Va. 2012), *In re Prime Measurement Products LLC*, Case No. 07-10109 (Bankr. C.D. Cal. 2007), and *In re Laich Industries Corp.*, Case No. 05-16204 (Bankr. N.D. Ohio 2005), and financial advisors to the creditors' committees in *In re Foss Mfg. Co., Inc.*, No. 05-13724 (Bankr. D.N.H. 2005), *In re Protected Vehicles, Inc.*, No. 08-00783 (Bankr. D.S.C.), *In re Red Shield Envtl., LLC*, No. 08-10633 (Bankr. D. Me. 2008), *In re Pike Nursery Holding LLC*, No. 07-79129 (Bankr. N.D. Ga. 2007), and *In re Airnet Commc'n Corp.*, No. 06-01171 (M.D. Fla. 2006).

11. In addition to AMP's experience in the reorganization, restructuring and sale of troubled companies, both in and out of court, AMP has developed an in-depth understanding of the Debtors' financial history, business operations and the industry in which the Debtors operate. Therefore, AMP has accumulated significant in-depth knowledge regarding the Debtors. Furthermore, AMP's professionals have worked closely with the Debtors' management and other professionals and have already become well-acquainted with the Debtors' operations, debt

structure, creditors, businesses, and related matters. Accordingly, AMP has developed significant relevant experience regarding the Debtors that will assist AMP in providing effective and efficient services in these Chapter 11 Cases.

NO ADVERSE INTEREST

12. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, AMP undertook to determine whether it had any conflicts or other relationships that might cause it to not be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, AMP reviewed its connections with certain individuals and entities that may be parties-in-interest in this chapter 11 case that were reasonably made known to AMP by the Debtors. Such parties are listed on **Schedule 1** attached hereto (such parties, the “Potential Parties-in-interest”). If additional potential parties-in-interest are reasonably made known to AMP, it will review its connection(s) with such parties and supplement this declaration if additional information require disclosure is discovered.

13. To the best of my knowledge and belief, AMP has not represented any Potential Parties-in-interest in connection with matters relating to the Debtors, their estates, assets, or businesses and will not represent other entities which are creditors of, or have other relationships to, the Debtors in matters relating to these Chapter 11 Cases.

14. As part of its diverse practice, AMP appears in a numbers cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties-in-interest in the Debtors’ Chapter 11 Cases. Also, AMP has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in this proceeding. In addition, AMP

has in the past, may currently and will likely in the future be working with or against other professionals involved in this case in matters wholly unrelated to the Debtors and these Chapter 11 proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests adverse to the Debtors in matters upon which AMP is to be employed, and none are in connection with these Chapter 11 Cases.

15. It is AMP's policy and intent to update and expand its ongoing relationship search for additional parties-in-interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, AMP will promptly file a supplemental declaration.

16. To the best of my knowledge: (a) no commitments have been made or received by AMP with respect to compensation or payment in connection with this case other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules; and (b) AMP has no agreement with any other entity to share with such entity any compensation received by AMP in connection with these Chapter 11 Cases.

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

Dated: November 28, 2022

/s/ Timothy Turek
Timothy Turek

SCHEDULE 1

Schedule 1
List of Potential Parties-in-Interest^{1 2}

Debtors

MagneGas IP, LLC
MagneGas Production, LLC
MagneGas Real Estate Holdings, LLC
MagneGas Welding Supply – South, LLC
Taronis Sub III LLC
MagneGas Welding Supply – West, LLC
Taronis Fuels, Inc.
Taronis Sub I LLC
Taronis Sub II LLC
Taronis-TAH, LLC
Taronis-TAS, LLC

Debtors' Affiliates and Former Names

Equipment Sales & Service, Inc.
MagneGas Corporation
MagneGas Ireland Limited
MagneGas Limited
MagneGas Welding Supply, LLC
MagneGas Welding Supply – Southeast, LLC
MagneGas Applied Technology Solutions, Inc.
MWS Green Arc Acquisition LLC
NG Enterprises Acquisition, LLC
Taronis Netherlands B.V.
Taronis-TGS, LLC
Tech-Gas Solutions, LLC
Taronis Technologies, Inc.
Tyler Welder's Supply Inc.

Current and Former Directors and Officers

Andrew McCormick
Jakob Ogdahl
Kevin Pollack
Les Graff
Mary Pat Thompson
Patricia Shaffer
Peter Molloy
R. Jered Ruyle
Rick Steinseifer

¹ The identification and categorization herein of various entities or individuals is not intended and shall not be deemed to be an admission of the legal rights or status of any such individual or entity.

² Entities and individuals that fall into multiple categories are listed only once.

Robert Dingess
Scott Mahoney
Sergey Vasnetsov
Thomas Wetherald
Timothy Bernlohr
Tobias Welo
Tyler B. Wilson
Wilbur Ross
William W. Staunton, III

Significant Equityholders

Fast Balance Cede & Co
Samuel M. Peters
Thomas Wetherald
Wilbur Ross

Lenders

CRCM Opportunity Fund III, LP
Ezrah Charitable Trust
Merchant Livestock
Tech Capital, LLC
Thomas Wetherald

Banks

MidFirst Bank
Technology Credit Union
Wells Fargo

Significant Creditors

Zacks Investment Research Inc.
(use Waste Management California) WM of EL Cajon -SD
3I Fund
4Imprint
52 Films Limited
A Management
A Total Solution, Inc.
A. Avalos & Sons
A. Randy's Electric, Inc
Aadmi Consulting
ABCO Fire and Safety
Ables-Land Inc
Absolute Fire Protection
Accelerated Internet Strategies
Accent On Quality Waterproofing

AccountAbility
Accounting & Finance Professionals
AccuWeather Enterprise Solutions Inc.
Adial Pharmaceuticals
Adolfo Aguilar
Advanced Disposal
Advanced Filtration and Separation Inc.
Aflac
AFS INC
Agile
Agilent Technologies
AGT International
Ahlee Backflow Service Inc
Air and Liquid Systems (Shaw)
Air Compressors Plus
Air Products
AIWD, Inc
Akerman LLP
Albeck Financial Services Inc
Alejandro Garcia
Alert 360
Alexander Muir
Alexanders Property Maintenance
Alexandra Ritter
Alexis Baena Buruel
Alfa - Cander Trade
Alicat Scientific
ALJ Group
All Action Awards Signs By Heck
All American Concrete
All Florida Fire Equipment Co
All Insurance Underwriters, Inc
Allcryo, Inc.
Allied Electronics & Automation
Allied Electronics, Inc.
Allison Shipping International Inc
Allstate Benefits
Ally
Alro Metals Outlet
Altra Medical
Amanda Knieriem
Amazon
American Torch Tip Company
Ameri-Tex Services Dumpster Div
Amos Harmon III
Ana Lab

Analyze inc.
Andrea Lessard
Andrew Molesworth
Anqiu Yian Gas Manufacture Co, LTD
Anthony Dassatt
Anthony L.G., PLLC
Antonio Leura
Anzak, Inc
AP Plumbing & Fire
APCO Worldwide Limited
Apex Dynamics, USA
Apex Vacuum, LLC
AppleOne Employment Services
April James
APS
ArcBest
ARCO Lock & Security
Arizona Department of Economic Security
Arizona Securities Division
Aroma Coffee Service
Arrowdale Lc DbA Pers
Arthur Cox
Ascen workforce LLC
Ascentium Capital, LLC
Ashlee Knieriem
Aspen Technology Inc
Astaras, Inc
AsteRisk
Astrologers Fund, Inc.
ASU OKED Office for Research and Sponsored Projects
ASW Agency, LLC
AT&T
AT&T Mobility
Atlantic Training LLC
Atlas Disposal
ATT
Autodesk
Automation Direct
AWS Recruiting
B&R Compliance Associates LLC
B&R Compliance Associates LLC
B. Riley & Co., LLC
Back Office Staffing Solutions
Badger Meter, Inc
Bank Direct Capital Finance
Bank of America

BAP & Associates, LLC
Barbie The Welder
Barretto Pacific Corporation
Batavia Glen Phase 2, LP
Bay Janitorial Service
Bayou Belle Waste
BDO USA LLP
Beacon Hill Staffing Group
Benchmark Investments
Bener Law office
Berkeley Research Group, LLC (BRG)
Berkshire Hathaway Homestate Companies
Bernadette Paiva
Bespoke Growth Partners
Best Buy
Bestway Lawn Care
Better Business Bureau Serving Central East Texas
Beyond Century Consulting, LLC
Big Ass Fans
Billy Goodson
Billy Goodson
BKD, LLP
Black Mountain Investment Company, LLC.
Blue Marble Payroll
Blue Shield of California
Blue Siren
Bluesky Pest Control
BMF Solutions LLC
BMO Capital-Navistar
BMRP
Bookeeping, etc
Bootz & Duke Signs
Borex Capital
Borger LLC
Bossier City Parish-Sales and Use Tax
Bradley Arant Boult Cummings LLP
Bramante Investments LLC
Breen Acres Aquatics Inc.
Brennan Pendley
Brent Johnson
Brian Brauneller
Brian McNeill
Bright House Networks
BrightGuy, Inc
Brio Financial Group
Brittney Parrott

Broadridge
Brown Bauman & Smith, PC
Brown Insurance Services
Bruce Breiner
Bruce Gane
Bryan Bartoli
Bryan Dixon
BUDZAR Industries, Inc.
Building Stars of Tampa Bay
Bullseye Surveying Inc
Business Interiors of Tampa, Inc.
Busyman Graphics
Butterfield Electric Inc
C&J Professional Cleaning Service Inc.
C6 Capital Funding
Caddo Parish Sheriff's Office Tax Department
Cadence Insurance
Caleb Savage
California Department of Tax and Fee Administration
California Department of Tax and Fee Administration
California Deposition Reporters
California Dept of Business Oversight
California DMV
California Franchise Tax Board
California Highway Patrol (CHP)
California Pharmacy Board Contingent Fund
California Secretary of State
California State Board of Pharmacy
Canadian Purcell Machinery LTD
Cander Trade LLC
Canyon Lands Insurance
Capital Office Products
Captive Research
Cardinal Truck Body
Carl Hood
Carla Santilli
Cash
Catalent Pharma Solutions-St Pete
CCTV Core
CDW Direct
CED Raybro
Central Minnesota Renewables Inc.
Central Minnesota Renewables, LLC
Centre of Expertise Water Technologie (CEW)
Century Radiator
Centurylink

Cesar Lucio
CH Robinson Freight Services Ltd.
Chad Morris
Chardan Capital Markets, LLC
Charles W. Thomas, Tax Collector
Charles Williams
Charlotte Ruyle
Chart, Inc.
Chemtrec
Cherry Bekaert
Chilworth Technology Inc.
Chipman Brown Cicero & Cole, LLP
Choice Builder
Chris Carey
Chris Henderson
Chris Homer
Chris Lynch
Christina Kleppe
Christopher Callahan
Christopher Henderson
Christopher Huntington
Cigna Health Insurance
Cintas
Cintas Corporation
Circle Valve Technologies Inc.
Citizens Towing & Impound
City of Clearwater
City of Compton
City of Peoria
City of Pinellas Park
City of Pinellas Park - Police Dept
City of Pinellas Park Fire Department
City of Pinellas Park, Florida Business Tax
City of Sacramento
City of San Diego
City of Shreveport
City of Shreveport - Revenue Division
City of St Petersburg
City of St. Petersburg
City of Tarpon Springs
City of Woodland
City Treasurer
City Treasurer Public Utilities Department
Clark Pest Control
Clarus Wealth Advisors, LLC
Clayton Follbaum

Clayton Smith
Clean Asset Environmental LLC
CLI Select Agencies
CM Properties
Coastal Reliability Solutions LLC
Coastal Waste and Recycling
Cody Cook
COIT Services
Collector, Claiborne Parish Sales Tax Dept.
Colonial Life
Colton Lynch
Comcast Business
Comda Advertizing Connections
Commercial Collection Corp of New York
Common Sense Controls, Inc.
Compensia
Complete Welding & Cutting Supplies
Complete Welding Supply
Comprehensive Medical Inc.
Compressed Gas Association
Computer Forensics LLC
Computers Unlimited
Concentra Health Services, Inc.
Constellation Technology Corporation
Control Plus
Control Southern
Coppersmith Brockelman PLC
COR Prominence
Core Hydrostatic Testing
Core Labs
Corporate Interior Systems
Corporate Stock Transfer
CORT Business Services Corporation
County of Sacramento
County of San Diego
Covalent Chemical
Covington & Burling LLP
COX Business
Cramer Decker
Credit Bureau Connection
Creditsafe
Crescendo Communications, LLC
Crestmark
Crown Credit Company
Crown Equipment Corporation
Cryogenic Industries Houston

Cryo-Tech Services Inc.
Cryovation
CSC Global
Culligan Water Conditioning
Cushman & Wakefield Corp
Cushman & Wakefield Solutions LLC
Custom Solutions Group LLC
CutsMetal.net
CVA Security
CWI Tech-Mesh
Cyano Holdings DBA Green Water
Cyl-Tec, Inc.
Cypress Lake Investment
D Barry Weir & Associates
D. F. King & Co., Inc.
D.W. Russell Co., Inc. (West Cylinders)
DaJuan Hicks
Dan Marino
Data Support
DataOnline
David Hamm
David Hoyer
David Menillo
David S Nagelberg
Day Translation
De Lage Landen Financial Services
De Novo Investments
Dean Landen
Dean, Clinton (Rafe)
DEKRA Services, Inc.
Delaware Department of Justice
Delaware Division of Corporations
Dennemeyer & CO. LLC
Department of Motor Vehicles
Depco
Dependable Highway Express
Derek Hendrixson
Derrick Bright
Derrik Foote
DeSoto Parish Sales and Use Tax commission
Dewayne Rolan
Diablo Analytical Inc.
Dimplex
Directors Row, LLC
DLA Piper LLP
DMV

Dmv Renewal
Don Carlton Property Management
Donohoe Advisory Associates LLC
Dons Diesel
Dowling Graphics, Inc
Doyle Rolan
DRD Partnership
DTC
Duke Energy
Dunn & Dalton
Dunrite Metal
Dynamic Diesel Works Inc.
EADS Distribution LLC
Earnest Properties LLC
East Texas Alarm Inc
eBay
Echo Global Logistics Inc
Eco-Plus, Inc.
Edgar Cabrera
Edison Investment Research
Edouard Fontaine
Edward Riexinger
Edwin Hernandez
EF Hutton
EFB Properties
EisnerAmper
Eleet Cryogenic
Ellenoff Grossman & Schole LLP
Ellis Funk, P. C.
Emergency Plumbing LLC
Employment Development Dept
Employment Security Department
Empower Trust Company, LLC
Enrique Viramontes
Enrique Viramontes, Jr.
Enterprise FM Trust
EnviroScience Inc
Epromos
EQS Group Inc
Equigas, Inc
Equipment Sales & Service, Inc.
Equisolve
Eric Newell
Eric P. Wilson
Erif Sales Company, Inc.
Erin Hood

Ernst & Young GmbH
ESAB Group Inc.
Espo Productions
ETrailer.com
Eurofins
Eurofins Materials Science
Evergreen Midwest Company
EWI
Fabric Depot Supply and Flooring Center
Fahrenheit Plumbing
Farm Credit West
FDACS
FDI Capital
FDOT
FDOT Turnpike Enterprise
Federated Insurance
FedEx
Fernando Viramontes
Fidel Gonzalez
Finally Yacht Transport Llc
Finra
Fintrepid Solutions
FIP Realty Services LLC
Firehouse Entertainment & Event Rentals
FireMaster
First Choice International Company
First Coast results, Inc.
First Data
First Insurance Funding Corporation
Fisher Nathaniel
Fleetmatics USA, LLC
Florida Department Agriculture
Florida Department of Business and Professional Regulation
Florida Department of Revenue
Florida Fluid Systems
Florida Forklift
Florida Geotechnical Engineering, Inc.
Florida Industrial Products
Florida Industrial Scale
Florida State University
Floridashrinkwrap.com
Flowers Chemical Laboratories, Inc.
Fluid Chillers, Inc
Fluid Flow Products
FM Graphics Inc
Ford Credit

Ford Credit - 2015 F150 FKD01629
Ford Credit - 2015 F150 FKD60655
Ford Credit - 2015 F550 FEC62243
Ford Credit 2016 F250 GEC49479 573.00
Ford Credit 2016 F550 GEA67232 700.55
Ford Credit 2016 F550 GED21478 738.28
Ford Credit 2017 F150 HKD19550 835.54
Ford Credit 2018 F450 JED03517 1271.79
FPL
Frank Recruitment Group
Frank Varre
Franks Management Company, LLC
Fred Beasley
Fred Pryor Seminars
Freestone Chrysler Jeep Dodge
Frontier
Frontier Exchange
FTI Consulting Inc
Garcia Enterprises
Gary B Barber
GaryJames Inc Labor Finders
Gas World
Gavriel Perez
Gawda
GCI Surfaces
Genaro Rivera
Generex Generators
George Lawrence
Gerald Burns
GES AGM
Global Calibration Gases
Global Software, LLC
GM Financial
Goodwin Procter LLP
Goodyear Rubber Products, Inc.
Gordon Brothers Asset Advisors, LLC
Grainger
Grant Thornton LLP
Graphite Electrode Sales, Inc.
Graybar
Great Adventures BV
Great West Trust Company LLC
Green Capital Funding, LLC
Green Innovations BV
Greenberg Traurig, LLP
Greg Horne

Gregory M. Wilson Attorney at Law
GTW
Guardian Booth
Guillermo Gallardo
H. C. Wainwright & Co, LLC
Harbor Freight Tools
Harmon Amos
Harris Group (Lincoln Electric)
Harris Products Group
HBS Solutions Inc.
Heather Dixon
Heather Murphy
Hector Capetillo
Hector Monroy
Heith Billingsley
Hercules Sealing Products
Heritage Bank of Commerce
Heritage Crystal Clean
HG Harris Repair
Hidalgo Gilberto
Highland Tank
Hillsborough County Tax
Hilti, Inc.
HireRight ,LLC
Hogan Lovells US LLP
Holland & Hart
Home Depot
Homer Bonner
Horner Industrial Group
Howard Henry
HUB International Florida
Hubei Cubic-Ruiyi Instrument Co., Ltd
Hyatt - BOD Meeting
Ideal Vacuum Products, LLC
IIX Expressnet
Illinois Securities Dept
Impact Investment Network Ltd
InCryo Systems, Inc
Indiana Department of Revenue
Industrial Environmental Monitoring Inst.
Industrial Process Measurement, Inc.
Infinite Fuels
Infonetics
Inland Business Systems
Innovator Capital
Insight Global LLC

Integra Consolidated Assets
Internex Capital
IPFS Corporation
Isaacs Wrecker Service
Issuer Direct Corporation
Ivan Melendez Gomez
J & K Postal Works LLC
J&J Truck Repair
J.J. Keller & Associates, Inc.
Jack Armstrong
Jack Millikin
Jack Ward Fire Consultants
Jagiellonian University
Jakob Ogdahl
James Bradshaw
James Evans
James Meade
James Toles
Jamie Daniels
JAMS
Janson Ruyle
JBL Solutions (DataWeld)
Jeanne Smith
Jeffery Black
Jeffery Jefferson
Jelle Paulusma
Jena Coughlin
Jered Ruyle
Jeremy Goldsmith
Jerry Tidwell
Jesse Simmons
Jessi Woelfl
Jessica Kubena
Jessica Vliek
Jesus Baena
Jim Cohen
Jim Yelverton
Jimmie Mosley
JKL Properties \ JackBGoods
JLL Valuation & Advisory Services
Joanna Ruiz
Joe Brewer
Joe Fox
Joe G Tedder, Tax Collector
Joe Stone
John Diaz

John McElroy
John Peregrini
John Whitehead
John Woods
Johnson Controls Security
Jonathan Carr
Jonathan James
Jordans Trust Company
Jose Aguilar Castro
Jose Antonio Flores
Joseph Gunnar & Co
Joseph Harlan
Joseph Knieriem
Joseph Macceca (San Diego)
Jost Gary
JRD Gastech LLC
Juanita Smith
Judson White
Julian Paleyo
Justin Renfroe
Kaiser Foundation Health Plan
Kaplan Industries, Inc.
Katz Design Group
KCCL 101.5 Fm Radio
KCSA Strategic Communications
Keller-Heartt
Kelley Drye & Warren LLP
Kelley Equipment Company
Kendall Electric
Kenneth Sheats
Kerry Gardiner
Kevin Cook
Kevin Krohn
Kevin Pollack
Kindred Collective LLC
King & Spalding
Knox Construction
Koulianos & Associates, PA
Krista Phillips
Kristy Newell
Krohne Inc.
KT Performance.net
Kulinova, Katarina
KW Shelbourne Ops Ltd
LA Auto Registration & Insurance
Labelmaster

Labor Law Compliance Center
Lake Branch Dairy Farm
Lakeland Electric
Lakeview Energy Service
LaKisha Tucker
Landmark Business Park
Lang & Ferfaglia Architecture
Langeco (Law Counsel)
Larson & Larson, P.A.
Laurynas Keras
Law Office Justin Davis PLLC
LBJ
LD Micro, Inc
LegalShield
Legend Capital Management LLC
Les Schwab Tire Center
Leslie Hall
Leslie Tampier
Lewis Brisbois Bisgaard & Smith LLP
Lift Truck Supply Inc
Lincoln Parish Sales & Use Tax Commission
Linden Cylinders
Link Financing LLC
Longnecker Investment Group, Inc.
Longview Real Estate
Louisiana Department of Revenue
Lowes
Loyal Management Group LLC
Lucas Associates, Inc.
Lockett Crane Service LTD
Lucosky Brookman, LLP
Luis Hernandez
Luisa Ingargiola
Luxfer Gas Cylinders
M2 Compliance Inc
MacFarlane Ferguson & McMullen
Mackenzie Partners
Maher Chevrolet
Mailfinance
Main Street Autobody and Paint
Malone Bailey
Manatee County Tax Collector
Marcum LLP
Mariah Bell
Mark Parrott
Marsh & McLennan Agency

Mason Manufacturing, LLC
Massmutual
Matheson West Helium Contract
Mathis, Sharon
Matt Anderson Law
Matt Knieriem
Matthew Hauck
Maxim Crane Works, L.P.
Maxim Group, LLC
Maxim Shelf Fund
Maximcach Opportunity Fund 1LLC
Maxsa Group, Inc
Mayer Electric Supply
MC Consulting Teknologi Enerji
McGuire Woods LLP
MCM Metal Buildings, LLC
McMaster Carr
McMullen Oil Company, Inc.
MediaManAv LLC
Mediant Communications, Inc.
Meeco
Mees Ruimte & Milieu
Megan Ryan
Melanie Dean
Melissa Eyraud
Melissa Eyraud
Melissa Parrott
Melvin Ruyle Family Living Trust
Merek, Blackman & Voorhees LLC
Message On Hold by esp.com, Inc.
Metro Fire and Safety
Metrohm USA, Inc.
Michael A. Hall Architect LLC
Michael Delzell
Michael Derosa
Michael Saragoza
Microsoft Financing
MIDCON
Miguel Alvarado
Miguel Fregoso
Mike Saragoza
Mike's Swat Team aka Moxie Pest Control
Miller Electric Manufacturing Co.
Milligan Lawless, P.C.
Minute Man Graphics
Mitra Sami

Mobiquity Networks
Mohsen Khorassani
Mor Electric Heating
Morales Data Solutions
Morris Farms Quality Candy and Nuts
Mountain Financial Print & Design, LLC
Mouser Electronics
Mow'n By Bowen Inc
Much Shelist, P.C.
Multiview Canada
Munyan
Murphy Austin Adams Schoenfeld LLP
MWI Inc.
Nacho Concrete
NASDAQ Stock Market, LLC
Natichitoches Tax Commission
National Tank Outlet
NautaDutilh
NE Mechanical LLC
Nelson Propane
Neofunds
Net RMA Processing
Nevada Agency & Transfer Company
New York Life
Newark.com
Nexeo Solutions
Nexgen Enviro Systems, Inc.
Nicholas & Shannon Gorham
Nicholas Jackson
Nicks Mobile Repair
Night Fox Computer Services
Noky, Andreas
Norma Gallardo
North Mill Capital, LLC
North Texas Tollway Authority
Northern Tool
Northside Engineering, Inc.
NTX Tools
Nuvair
Occupational Health Centers
Office for Research & Sponsored Projects (ASU)
OKH LLC
Oklahoma State Board of Pharmacy
Old Dominion Freight Line
Olshan Frome Wolosky LLP
Omega Engineering, Inc.

Omega.Com
O'Melveny & Myers LLP
One Percent Investments
One Way GC
Onsite Storage
Open Works
Orion Capital Advisors
Orion Waste Solutions
OTC Markets Group, Inc.
Overhead Door of Clearwater
P.C. McKenzie Company
PA Smith Investments LLC
Paccar Financial Corp
Pace Analytical Services
Packaged Gas Systems, Inc
Palm Harbor Sign & Design Inc
Park Austin
Parker & Lynch
Pastorelli Food Products
Patrick McCulley
Paul Burcham
Peak Media Company LLC
Pearl Meyer
Pellegrino & Associates, LLC
Penney Whisenhunt
Pennington & Associates
Perkins Coie
Pete Nasse
PGE
Phoenix Power Group, LLC
Phoslab Environmental Services
Photo Sentinel
Pine Environmental Services LLC
Pine Tree Independent School District Tax Office
Pinellas County Electric
Pinellas County Tax Collector
Pinellas County Utilities
Pinellas Fastener
Piper Fire Protection
Piperato, Carmen
Pitney Bowes Global Financial Services LLC
Placer Power, LLC
Planet MiCroCap LLC
PLC Hardware
PLIC-SBD Insurance
PNC Credit Cards

PNC Travel Card
PO Box Service Fee - Woodland
Point Financial
Port of Amsterdam
Potter Anderson
PowerUp Lending Group LTD
PR Newswire
Precision Fitting & Gauge LLC
Precision IR, Inc.
Precision Roller
Preventative Maintenance Services
Pridestaff
Primary Capital, LLC
Principal Life Insurance
Professional Plants
Progressive / Canyon Lands Ins
ProRack Gas Products
Proshred Security
Proxy & Printing LLC
PULLP
Purcell Julie & Lefkowitz LLP
Pure Lease B.V.
PW Fund B, LP c/o Buzz Oates Management Services
QI Exchange - Ford 2015 F250 FED36813
QI Exchange - Ford Credit 2015 F250 FED18840
QI Exchange, LLC
QSI Facilities
Quadient
R&L Carriers
R.D.C. Plumbing Services
R.H. Moore & Associates
Racetrac WEX Fleet (ESSI)
Rainforest Plumbing & Air
Rainmaker Group Consulting, LLC
Randy Duncan
Ratermann Manufacturing, Inc
Ratterman Manufacturing, Inc
Raymond Hensley
RCI Systems, LLC
ReadyRefresh by Nestle
Realistic
Rebekah Hearn
Red Ball Oxygen
REDW
Reed TMS
Reevemark LLC

Regency Realty, LLC
Regus
Renewable Energy Technology Intl Ab
Results Media, Inc.
Results Radio of Sacramento, LLC
Rexel Electrical & Datacom Products
RFI, Inc.
RH Moore
Rhonda Gloden
Richard Chruszcz PE
Richard J. Conz
Richards Layton & Finger
RICOH USA, Inc
River City Fire Equipment Co. Inc.
River City Petroleum
Rivers & Moorehead PLLC
Rivers & Moorehead Valuation Services
Rix Industries
RJMS Corporation dba Toyota Material Handling
Rob Kinney
Robbie I. Clark Trustee of the Clark Family Trust
Robert Baker
Robert Denton
Robert Denton
Robert Dingess
Robert Ficocelli Trust
Robert Goff
Robert Graves
Robert Graves
Robert Half
Robert Larson
Robert Mosley
Robert VanNurden
Robin Gane
Rodman & Renshaw
Rogelio Reynosa
Rolando Cruz Perez
Ron DuPratt Ford
Ronald E. Ruyle
Ronald Glover
Ronald Ruyle
Rosemount Inc.
Rotarex
Roy Ruiz
Rudolph Perry
Rush Truck Centers

Rusk County Nesha Partin Tax Assessor Collector
Russell Foote
Russell Ross
Ryan Ruyle
Ryder Transportation Services
RYE Resources
S & T Payment Services
S&P Global Market Intelligence
S&P Global Market Intelligence
Sacramento River Cats
Safe Side Security Inc
Safety Consulting Engineers, Inc.
SafTCart
Sallah Law
Salvador Pena
Samuel Building LLC
San Diego County Treasurer Tax Collector
San Diego Gas & Electric
San Diego Police Department
Sanders Law Group, P.A.
Santilli, Ermanno
Sarah Dougherty
Saul Sanchez
Saybolt LP
Schmidt Westergard
Schulte Roth & Zabel LLP
Scott Mahoney
SCS Graphics
Securities and Exchange Commission
Selena Ruiz
Sentry Protection Services
Servomex Company
Shanghai Bene High Pressure Container Co., LTD
Shawn Jeffers
Sherman & Howard
SHRM
Shutts & Bowen, LLP
Sidewinder/Persyst Enterprises, Inc.
Signarama
Silvia Gallegos Valencia
Simons, Steve
Simply Stamps
Smart Tech Networx LLC
Smartsheet
Smith Industries, Inc (dba Smith Fence)
Smith LC

Smith, Colin
SMUD
SNN Incorporated
Social Stock Exchange, LTD
Soil and Water Conservation Society
Solver
Southeastern Equipment & Supply, Inc.
Southern California Edison
Southern Container Corporation of Florida
Southern Spring Mfg Inc
Southport Truck Group
Southwestern Electric Power Company
Sowata Ky
SpyGlass Design, Inc.
Spyro Vassiliou
SRP
St. Croix Sensory Inc
St. Vincent DePaul
Stacy Whitehead
Stanley Locke
Staples Advantage
Starr Indemnity & Liability Company
State of Delaware
Steve Maldonado
Steven Clakley
Steven Voight
Stonegate Capital Partners Inc.
Stratiga, Inc
Straval
Straval Valves
Suburban Pest Control Services
Suddenlink
Sun State Glass
Sunpass
Sunrise Water Company
Sunset Filtration Products
Sunwest Land LLC
Superior Press Print
Sutter Medical Foundation
Suzanne Bonazzoli
Swagelok Central & South Florida
Taddeo Electrical Contractors
Talon Ventures & Consulting
Taner Ay / TA Media Group
Taronis Fuels
Taronis Fuels

Tech Air of South Florida, Inc.
Tech Capital LLC
Tech-Knuckle Computer Sales and Service
Technology 4-U Inc.
TEE Enterprises LLC
Teeco Products, Inc
Testo Inc.
Tetra Tech
Texas Comptroller
Texas Franchise Tax
Texas Mutual Insurance
TForce Worldwide Inc.
The Benchmark Company
The Bug Guy Pest Control, LLC
The Depository Trust Company
The Estate of Leroy Paulucci
The Interamerica Group
The Law Offices of Travis Koon FBO: Steven Lawrence
The MicroCap Conference
The Money Channel / Al & J Media, Inc.
The Nacey Group
The Pun Group LLP
The Studio 4 Art
The Way Maintenance Services LLC
TheFireStore.com
Thermco Instrument Corporation
Thomas Sign & Awning Company
Thompson Miller, PA
Thomson Reuters
Thornburg Communications Inc
Three Rivers Business Consulting
Tigunia, LLC
Tim Gutto
Tim Hauck
Tim Muhlbeier Painting
Timothy Bevan
Timothy Deakin
Timothy Gutto
TMI Trust Company
T-Mobile
Toppan Vintage, Inc.
Toyota Industries Commercial Finance Inc
Toyotalift of Arizona, Inc.
TPR Systems Inc.
TPx Communications
TR Drum

Tracy Piperato
Travis Nielson
Triple Crown Trailers Inc.
Triumvirate Environmental
Troy Galvin
TVT Funding LLC
TWI Ltd
TXU Energy
Tyler Fire Extinguisher Company
Tyler Ford
Tyler Mitchell
Tyler Wilson
ULINE
UMB
Unifirst Corporation
United Air Conditioning
United Food Bank
United Healthcare
United Rentals, Inc
United Steel
UPS - Water Pilot
UPS (ESSI)
UPS (Georgia)
UPS (MagneGas)
UPS (Trico)
Urban Desert Pest Control
US Ecology
US Fire Insurance Company
USPS
Vaco LLC
Valley Shredding LLC
Valley Tire Center
Valveman
ValveMan.com
Vcorp Services
Vehicle Registration Renewal - Texas
Velma Rodriguez
Velosio (formerly SBS Group)
VenPro Partners
Vera Nicholson
Verisk- iso
Verizon Wireless
Vernon Tucker
Veronica Medrano
Vertec Biosolvents
Victor Pearsall

Victor Rosas Mendoza
Viking Billing Service
Vincent Palazzolo
Vision Capital
VisionWorks, Inc
Vista Springs
Vistra
W&B Services Co
WA Department of Revenue
Walker Ford Company
Walmart
Walsh & Gaertner
Walter Surface Technologies
Walter Vanselow
Washington Alloy-ESSI
Washington State Dept of Labor & Industries
Washington State Employment Security Dept.
Waste Management Inc of Florida
Waste Management of California
Waste Management of El Cajon
Waste Pro
WaterSignal LLC
We Reit, LLC
Webster Parish Sales & Use Tax Commission
Wedbush Securities
Weldnow
Wells Fargo Equipment Finance
West Florida Precision Machine, LLC.
Western New York Energy
Wex (New Fuel Account)
Wex Bank (GA)
Wex Fleet (CWoSD)
WHA International, Inc.
WIKI Instrument, LP
WildmanAMSCOT
William Clark
William Everett
William Hardy
William Staunton, III
William Wells
Williams Parker Harrison Dietz & Getzen Attorney at Law
Williams Realty & Investment Inc
Wilson Law Group, PLLC
Wisdom Events
Withlacooche River Electric
Witte Engineered Gases

WMD Squared
Wolf Peak International
Womack Machine Supply Companies
WorkNet Pinellas, Inc. dba STEIC
World Wide Holdings, LLC
XcelMe
XO Communications
XOTIC PC
Yolo County Dept of Agriculture
Yorkville Advisors Global, LP
Zachary Mitchell
Zafier Williams
ZiScape
Zymphony

Landlords

Century Boulevard Business Center, LLC
Edouard and Rita Fontaine, Trustee of the Edouard Fontaine and Rita Fontaine Joint Trust Agreement
Integra Consolidated Assets, Inc.
Loyal Management Group, LLC
Paris Manufacturing Southwest, LLC
Robert A. Ficocelli, as Trustee of the Robert A. Ficocelli Revocable Trust
Robert Greiner Investments, 8537 LLC
Ronald and Charlotte Ruyle Family Trust
Sunwest Land, LLC
The Clark Family Trust
Whitfield Business Park, LLC

Utilities

ADT
APG&E
AT&T
Atlas Disposal
Atmos Energy
Centerpoint Energy
CenturyLink
City of Compton
City of Huntington
City of Lodi
City of Longview
City of Lynwood
City of Oxnard
City of Paris
City of Peoria

City of Pomona
City of Shreveport
City of Sulphur Springs
City of Tyler
City of Woodland
Community Water
COX
Duke Energy
Frontier
H&H Disposal
Johnson Controls
Kilgore Cable
LA Fire Department
Lakeview
Metronet
PG&E
Premier Waste/Moore Waste
Republic Services
Sanitation Solutions
SDGE
SMUD
So Cal Edison
Southwestern Electric
Spectrum
Suddenlink
T-Mobile
TPX
Waste Connections
Waste Management
Waste Resources

Insurers/Brokers

ACE American Insurance Company
Admiral Insurance Company
AIG Specialty Insurance Company
Illinois Union Insurance Company
Lloyd's of London
Marsh & McLennan Agency LLC
National Union Fire Insurance Co. of Pittsburgh, PA

Taxing Authorities

AR Dept of Finance and Administration
Bienville Parish Sales and Use Tax Commission
Bossier City-Parish Sales and Use Tax Division
Caddo Shreveport Sales and Use Tax Commissioner
California Dept of Tax and Fee Administration

California Franchise Tax Board
Comptroller of Public Accounts
Dallas County Tax Office
DeSoto Parish Sales and Use Tax Commission
Gregg County Tax Assessor/Collector
Hopkins County Tax Assessor
Indiana Dept of Revenue
Internal Revenue Service
Lamar County Tax Assessor
Lincoln Parish Sales and Use Tax Commission
Louisiana Dept of Revenue
Natchitiches Tax Commission
Parish of Claiborne Sales and Use Tax Department
Pine Tree ISD Tax Assessor/Collector
Rusk County Tax Assessor
Sabine Parish Sales and Use Tax Commission
Smith County Tax Assessor
Sulphur Springs ISD Tax Office
Sulphur Springs Tax Assessor
Union Parish Sales and Use Tax Commission
Webster Parish Sales and Use Tax Commission

Debtors' Professionals (including Ordinary Course Professionals)

Akerman LLP
Donlin, Recano & Company, Inc.
FORVIS, LLP
Gordon Rees Scully Mansukhani, LLP
Holland & Hart LLP
Kaufman Dolowich Voluck LLP
Lewis Brisbois Bisgaard & Smith LLP
Potter Anderson & Corroon LLP
Smith LC
Williams Parker Attorneys at Law

Litigation Counterparties

Black Mountain Investment Company, LLC
City of Compton
Guillermo Gallardo
Placer Power
Securities and Exchange Commission
Tyler B. Wilson

Other Parties' Professionals

ABL General Counsel/ABL Insolvency Counsel
DLA Piper LLP (US)

Goldberg Law Group, P.A.
Hemar, Rousso & Heald, LLP
Law Offices of David Kestner & Associates, APC
Law Offices of S. Henslee Smith
May Potenza Baran & Gillespie P.C.
Young Conaway Stargatt & Taylor, LLP

United States Bankruptcy Judges in the District of Delaware

Chief Judge Laurie Selber Silverstein
Judge Brendan L. Shannon
Judge Craig T. Goldblatt
Judge J. Kate Stickles
Judge John T. Dorsey
Judge Karen B. Owens
Judge Mary F. Walrath

Office of the United States Trustee

Andrew Vara
Angelique Okita
Benjamin Hackman
Christine Green
David Buchbinder
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Karen Starr
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Nyanquoi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra
Shakima L. Dortch
Timothy J. Fox, Jr.

Exhibit B

Proposed Order

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

In re:	)	
	)	Chapter 11
	)	
TARONIS FUELS, INC., <i>et al.</i> , ¹	)	Case No. 22-11121 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. ____

**ORDER AUTHORIZING DEBTORS TO RETAIN AURORA MANAGEMENT
PARTNERS, INC. TO PROVIDE A CHIEF RESTRUCTURING OFFICER,
ADDITIONAL PERSONNEL AND FINANCIAL ADVISORY AND RESTRUCTURING
RELATED SERVICES, EFFECTIVE AS OF THE PETITION DATE**

Upon the motion (the “Motion”)² of the above captioned debtors and debtors in possession (the “Debtors”) for entry of an order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code authorizing the Debtors to retain Aurora Management Partners, Inc. (“AMP”), pursuant to the terms and conditions of that certain Engagement Letter dated as November 7, 2022 to: (i) provide Timothy Turek (“Mr. Turek”) as Chief Restructuring Officer (“CRO”) of the Debtors; (ii) provide the Additional Personnel; and (iii) provide financial advisory and restructuring-related services to the Debtors, in each instance effective as of the Petition Date; and upon consideration of the Declaration of Mr. Turek; and due and sufficient notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the *Amended*

¹ The Debtors in these chapter 11 cases, along with the last four digits (if any) of each Debtors’ federal tax identification number include: Taronis Fuels, Inc. (7454), MagneGas Welding Supply – West, LLC (6662), Taronis Sub III LLC (5826), MagneGas Welding Supply – South, LLC (8686), MagneGas Real Estate Holdings, LLC (7412), MagneGas IP, LLC (0988), MagneGas Production, LLC (7727), Taronis Sub I LLC (4205), Taronis-TAS, LLC (2356), Taronis-TAH, LLC (3542), and Taronis Sub II LLC (9673). The location of the Debtors’ service address in these chapter 11 cases are 24980 N. 83rd Avenue, Suite 100, Peoria, Arizona 85383.

² Capitalized terms used but not defined in this Order shall have the meanings used in the Motion.

Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and that this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and this Court finding that AMP represents no interest adverse to the Debtors or their estates with respect to these Chapter 11 Cases, that their employment is necessary and in the best interests of the Debtors' estates, creditors, and other parties-in-interest; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is GRANTED, as set forth herein.
2. The terms of the Engagement Letter are approved in all respects except as set forth in this Order.
3. The Debtors are hereby authorized to retain AMP to provide (i) the Debtors with a CRO; (ii) the Additional Personnel to assist the CRO and (iii) related financial advisory and restructuring services,³ each effective as of the Petition Date, on the terms and conditions set forth in the Motion and the Engagement Letter, subject to the following terms, which shall apply notwithstanding anything in the Engagement Letter or the Motion to the contrary:
 - (a) AMP and its affiliates shall not act in any other capacity (for example, as financial advisor, claims agent, investor/acquirer) in connection with these Chapter 11 Cases.

³ To the extent that services contemplated in this Order are beyond those identified in the Engagement Letter, the Engagement Letter shall nevertheless apply thereto.

- (b) In the event the Debtors seek to have AMP personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either: (i) modifying the functions of the Additional Personnel; (ii) adding new executive officers; or (iii) altering or expanding the scope of the engagement, a motion to modify AMP's retention shall be filed.
- (c) AMP shall file with the Court with copies to the Notice Parties a report of staffing on the engagement by the 15th of each month for the previous month. Such report shall include the names, hours worked, and requested compensation by the CRO and all full- and part-time AMP personnel involved in these Chapter 11 Cases for the month and an itemized list of the reimbursable expenses incurred for the relevant period. The time records shall (i) be appended to such reports; (ii) contain detailed time entries describing the task(s) performed; and (iii) be organized by project category (but may be redacted to protect any attorney-client privilege or other applicable privilege). Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in half-hour increments and correspondence charge for each task. The Notice Parties shall have 21 days after the date each Staffing Report is served on the Notice Parties to object to such Staffing Report. In the event an objection is raised and not consensually resolved between the Debtors and the objecting party, the objected to portion of the Staffing Report shall be subject to review by the Court. No payments shall be made to AMP on account of the objected portion of such staffing report until such objection is resolved.
- (d) Notwithstanding anything to the contrary contained in the Motion, Engagement Letter or any exhibits related thereto, during the course of the Chapter 11 Cases, AMP will only seek reimbursement of actual and necessary expenses itemized in the monthly Staffing Report.
- (e) Subject to the Notice Parties' rights to object as set forth in paragraph (c) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by AMP for fees and expenses incurred in connection with AMP's retention.
- (f) No principal, employee or independent contractor of AMP and its affiliates shall serve as a director of the Debtors during the pendency of these Chapter 11 Cases.
- (g) For a period of three years after the conclusion of the engagement, neither AMP nor any of its affiliates shall make any investments in the Debtors or reorganized Debtors.

- (h) AMP shall disclose any and all facts that may have a bearing on whether AMP, its affiliates, and/or any individuals working on the engagement have any interest materially adverse to the interest of the Debtors' estates 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 Debtors, or for any other reason. The obligation to disclose as set forth in this paragraph shall be a continuing obligation.
- (i) The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers liability insurance policies and all other relevant active insurance policies carried by the Debtors.
- (j) There shall be no other indemnification of AMP or its affiliates.

4. Notwithstanding anything to the contrary contained in the Motion or the relief granted in this Order, any payment to be made, or authorization contained hereunder shall be subject to the requirements imposed on the Debtors under any DIP financing facility, or budget in connection therewith approved by the Court in these Chapter 11 Cases.

5. Notwithstanding any stay that might be imposed by Bankruptcy Rule 6004 or otherwise, this Order shall be effective and enforceable immediately upon entry hereof.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

7. To the extent that there may be any inconsistency between the terms of the Motion, the Engagement Letter and this Order, the terms of this Order shall govern.

8. This Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Order.

Exhibit C
Engagement Letter



Aurora Management Partners Inc.
112 South Tryon St. Ste 1770
Charlotte, NC 28284
Office: 704-377-6010
www.auroramp.com

November 7, 2022

Mr. Jered Ruyle, President
Taronis Fuels, Inc
24980 N 83rd Ave., Suite 100
Peoria, AZ 85383

Dear Mr. Ruyle:

This letter along with the attached Schedules A and B (the "Agreement") set forth the agreement between Taronis Fuels, Inc. (the "Company"), on the one hand, and Aurora Management Partners Inc. ("Aurora"), on the other, (the Company and Aurora each, a "Party") under which Aurora agrees to provide personnel to serve as the Company's Chief Restructuring Officer, and, if the Company and Chief Restructuring Officer deem appropriate, Deputy Restructuring Officers.

Aurora will provide Timothy Turek to serve as the Company's Chief Restructuring Officer (the "CRO"). The CRO may designate Aurora professionals as Deputy Restructuring Officers to fulfill the obligations of this agreement.

In completing this assignment, the CRO and Aurora personnel assisting on this engagement will report to the Board of Directors of the Company and will provide periodic updates on progress made in fulfilling the scope of services.

In its capacity as CRO, Aurora will have the authority during this engagement to discuss directly with the Company's lenders, the Company's business, finances and operations and other matters that come to the attention of the CRO.

Scope of Services. Aurora will provide services to fulfill the Chief Restructuring Officer ("CRO") role as defined below:

1. Provide the services of Chief Restructuring Officer (CRO), which would be equal to the services typically provided by the office of the chief operating officer, and Deputy Restructuring Officers (DROs) to assist the CRO;
2. Assist with the day-to-day operations of the Company;
3. Assist the Company in implementation of the Operating Business Plan including disposal of Company assets and evaluate the Business Plan regarding any proposed ongoing operations.

4. Manage the Company's Chapter 11 filing in order to maximize compliance with the Company's business plan.
5. Assist Company's bankruptcy counsel in the preparation of the Chapter 11 petition and Chapter 11 first day motions;
6. Prepare the Company's Statement of Financial Affairs and Schedules of Assets and Liabilities;
7. Supervise the closing of the Company's books as of the bankruptcy petition date;
8. Prepare the Company's Chapter 11 monthly operating reports to the United States Trustee;
9. Attend the Company's meeting of creditors and court hearings and testify at the meeting or hearings as necessary;
10. Manage the development, evaluation, negotiation, and execution of any restructuring, liquidation or sale transaction;
11. Negotiate with existing lenders, creditors, and other parties in interest in the implementation of a chosen transaction;
12. Provide timely updates to the Company's directors and lender's and supplement with written materials and schedules as needed.
13. All other items as agreed from time to time between the Company and Aurora.

Compensation: Aurora's professional fees for the work performed under this Agreement will be billed by Aurora, and shall be paid by the Company, based on the number of hours worked and Aurora's standard hourly billing rates. Schedule A hereto sets forth the current ranges of rates for the professionals that may be involved in this matter. Aurora bills its time in increments of 1/10th of an hour.

Aurora will invoice the Company, and the Company agrees to pay Aurora, based on the above method. The invoices will set forth detailed itemizations of the charges. Invoices will be provided to the Company on a weekly basis, or at other logical points during the engagement. Each invoice is due within five (5) days of presentation by Aurora. Aurora's fees are not contingent on the outcome of the matters.

In matters in which travel by Aurora is required, Aurora will billed and the Company agrees to pay travel time calculated at 50% of Aurora's hourly rate of the travelling representative.

Expenses. Aurora's invoices will also include billings for all customary out-of-pocket expenses incurred by Aurora, billed at the actual cost incurred, and such expenses shall be reimbursed by the Company.

Retainer. The Company shall remit to Aurora a retainer in the amount of \$200,000, via wire transfer, upon the Company's execution of this Agreement. At the beginning of each weekly period in which Aurora's services are to be provided, the Company will replenish the retainer, via wire or ACH payment,

so as to return the retainer to the above amount. Aurora reserves the right to increase the required retainer amount in the event the Parties agree to an increase in the scope of services for performance by Aurora. Aurora may apply retainer to its periodic billings, or it may reserve retainer for application to Aurora's final billing, and the timing of Aurora's application of retainer will be in Aurora's sole discretion.

The Company hereby grants Aurora a security interest in the funds that Aurora holds and will hold as retainer, which shall secure all of the Company's obligations to Aurora, whether currently existing or hereinafter arising.

After Aurora has been indefeasibly paid all amounts owed and to be owed under the terms of this Agreement, any remaining balance on the retainer shall be refunded to the Company.

Certain Legal Expenses. Aurora shall also be entitled to reimbursement for all legal fees and legal expenses incurred by Aurora in connection with its performance under the Agreement, provided that the Company first consents to the retention of such counsel for such services (which consent shall not be unreasonably withheld or delayed). All such fees and costs will be reimbursed by the Company to Aurora upon the Company's receipt of invoices therefor, which shall be submitted to the Company promptly after Aurora receives the invoices from counsel. If Aurora so chooses, the Company shall pay such counsel directly in lieu of reimbursing Aurora. Separate from the above, Aurora reserves the right to invoice the Company for, and the Company agrees to pay, legal fees and legal expenses incurred in connection with drafting the Agreement and/or the Company's retention of Aurora. Any special legal, accounting, tax, or appraisal consultations that may be required will be the responsibility and obligation of the Company, unless Aurora otherwise agrees in writing.

The Parties further agree:

Indemnification; Contribution; Limitation of Liability. In connection with engagements of the type covered by this Agreement, Aurora requires the client to provide rights to indemnification and contribution, and a limitation of liability. Therefore, by signing this Agreement, the Company agrees to all provisions contained in Schedule B attached hereto, which provisions are expressly incorporated herein by this reference.

Term; Termination. The term of this Agreement shall commence as of November 7, 2022 and the term continues until the engagement is completed, or earlier if the engagement is terminated by either Party.

This Agreement may be terminated by either Party, in its sole discretion, for any reason. The termination is effective immediately upon the other Party's receipt of written notice of the termination. Upon any termination of this Agreement, Aurora shall be entitled to all fees and expenses incurred pursuant to this Agreement prior to the Party's receipt of such notice, and all of such fees and expenses will be immediately due and payable by the Company; however, this paragraph does not limit any payment obligations of the Company under this Agreement.

Client Cooperation; Reliance on Client's Information. The Company acknowledges and agrees that the ability of Aurora to perform the engagement hereunder requires the full cooperation and assistance by the Company and its personnel. The Company therefore agrees to furnish to Aurora all information, documents and other materials requested by Aurora and to make available to Aurora for meetings, conference calls and otherwise all personnel identified by Aurora. The Company will enable Aurora to receive on a timely basis all information requested by Aurora related to the engagement under this

Agreement. The Company acknowledges and agrees that Aurora, in performance of the engagement hereunder, will be relying on the truth, completeness and accuracy of all written documentation delivered and the verbal communications made by the Company and its representatives, to Aurora.

Confidentiality. Aurora agrees to keep all sensitive information pertaining to the Company confidential and not to disclose to third parties such information (to the extent it has not become public without regard to disclosure by Aurora), absent the authorization of the Company. If Aurora receives a subpoena or other court process compelling disclosure of any information pertaining to the engagement under this Agreement, Aurora will provide the Company as much notice as is practicable in the circumstances so as to allow the Company to attempt to preclude or condition the disclosure of any confidential information.

Independent Contractor Relationship. Aurora shall serve as an independent contractor to the Company in rendering its services under this Agreement. This Agreement does not create, and shall not be construed to create, a relationship of principal/agent, joint venture, partnership, employer/employee, master/servant, or any comparable relationship, as between Aurora and the Company, and the Parties expressly deny the existence of any such relationship.

Income Tax. The Company will not pay any income taxes on account of Aurora. Nor will the Company be required to withhold any monies from the compensation of Aurora for tax purposes.

Governing Law; Right to Attorneys' Fees. The laws of the State of Georgia shall govern this Agreement and any controversy arising under it, without regard to conflicts of laws principles. The prevailing party in any dispute arising under this Agreement shall be entitled to recover from the other all reasonable legal fees and costs, and the costs of any experts, incurred for or in any lawsuit on the dispute.

Mandatory Mediation. Prior to the commencement of any court action by one Party against the other, any dispute or claim arising between them out of this Agreement or out of any resulting transaction must be submitted to a mediation. The mediation shall be conducted by one (1) mediator whose selection shall be agreed to in good faith by both Parties. The mediation shall be held in Charlotte, North Carolina. The fees and expenses of the mediation service and/or mediator shall be shared equally between the Parties and paid in advance to the extent required by the service and/or mediator. The Parties agree to exercise their best efforts, and attempt in good faith, to resolve all disputes in such mediation. For any dispute or claim to which this paragraph applies, should a Party commence court action against the other without first attempting to resolve the dispute through such a mediation, or refuse to mediate after a request by the other has been made under this paragraph, such Party will be precluded from any recovery of attorneys' fees and/or expenses, whether recovery is based on applicable law or this Agreement.

Waiver of Jury Trial. Each of the Parties to this Agreement hereby waives any right to a jury trial with respect to any claim, action, suit or proceeding made or brought by one of the Parties against the other in connection with or arising under this Agreement.

Conflicts of Interest. Nothing contained in this Agreement or otherwise shall diminish or impair the right of Aurora to accept engagements, directly or indirectly, from the Company's lender(s) or from other professionals or other third parties, provided that such engagements do not involve the relationship of the lender(s), the other professionals or the other third parties, with the Company.

Assignment and Modification. This Agreement may not be waived, amended, modified or assigned, in any way, in whole or in part, including by operation of law, without the prior written consent of both Parties.

Entire Agreement. The Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings, both written and oral, with respect to the subject matter hereof.

Counterparts. This Agreement may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Headings. Headings in this Agreement are set forth for convenience only and shall not be used to interpret or construe its provisions.

Authority. The undersigned represent that they have authority to enter into the Agreement on behalf of their respective Parties.

All communications to Aurora should be directed to:

Mr. David M. Baker, CTP
Aurora Management Partners Inc.
112 South Tryon Street, Suite 1770
Charlotte, NC 28284
Phone (828) 638-5744 (direct)
Email: dbaker@auroramp.com

Thank you for allowing Aurora the opportunity to assist you. If the Company agrees to the terms of this Agreement, please sign below and return the signature to us via facsimile or electronic copy, retaining the original for your file.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.



AURORA MANAGEMENT PARTNERS INC.

By:

[Signature]
Senior Managing Director [title]

Dated: 11/9/22

Taronis Fuels, Inc.

By:

R. J. Rugh
President - CEO [title]

Dated: 11/09/2022

SCHEDULE A

**AURORA MANAGEMENT PARTNERS, INC.
FEE SCHEDULE**

Director/Managing Director/Sr. Managing Director/Managing Partner	\$375-725
Associate Director	\$325-375
Consultant, Senior Consultant	\$250-325
Administrative Services	\$250

Notes:

- 1) All billing will be submitted weekly and is due within 5 days of presentation.
- 2) All time billed in 1/10th of an hour increments.
- 3) All travel time will be billed at 50% of applicable rate.

SCHEDULE B

Unless otherwise noted, all capitalized terms used below shall have the meanings set forth above in the Agreement.

Indemnification; Reimbursement. As a material part of the consideration for the agreement by Aurora to provide services under the Agreement, the Company agrees:

(i) to indemnify and hold harmless Aurora and its affiliates, and their respective past, present and future directors, officers, shareholders, partners, members, employees, agents, representatives, advisors, consultants, analysts, subcontractors and controlling persons (collectively, the "Indemnified Parties"), to the fullest extent that applicable law permits, from and against any and all losses, claims, damages or liabilities (or actions in respect thereof), joint or several, (A) arising out of or based on any untrue statement (or alleged untrue statement) of any material fact contained in materials or any other information (written or oral) provided to any third party by or on behalf of the Company, or the omission (or alleged omission) to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (B) otherwise arising out of and/or relating to the Agreement, any transaction or proposed transaction, or any actions taken or omitted to be taken by an Indemnified Party or the Company in connection with the Agreement, however, the Company shall not be liable under clause (i)(B) for any loss, claim, damage or liability finally judicially determined by a court of competent jurisdiction to have resulted solely from the willful misconduct or gross negligence by such Indemnified Party; and

(ii) to reimburse each Indemnified Party for all expenses (including, without limitation, the fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, defending, settling or compromising any action, suit, dispute, inquiry, investigation or proceeding, pending or threatened, brought by or against any person (including, without limitation, any shareholder or derivative action), arising out of or relating to the Agreement, or such engagement, transaction or actions.

Contribution. If, for any reason, the foregoing indemnification or reimbursement is unavailable to any Indemnified Party, or insufficient to fully indemnify any such party or to hold it harmless regarding any losses, claims, damages, liabilities or expenses referred to in such indemnification or reimbursement provisions, then the Company shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and Aurora, on the other, in connection with the matters contemplated by the Agreement. If, however, the allocation provided by the preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by any Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault, of the Company, on the one hand, and such Indemnified Party, on the other, in connection therewith, as well as any other relevant equitable considerations. Notwithstanding the foregoing, in no event shall the Indemnified Parties be required to contribute an aggregate amount in excess of the amount of fees actually received by Aurora from the Company under the Agreement. Relative benefits to the Company, on the one hand, and Aurora, on the other, shall be deemed to be in the same proportion as (i) the total value paid or received, or contemplated to be paid or received, by the Company, and its security holders, creditors, and other affiliates, as the case may be, pursuant to the transaction(s) (whether or not consummated) contemplated by the engagement hereunder, bears to (ii) the fees received by Aurora under the Agreement.

Settlements. The Company shall not settle or compromise or consent to the entry of any judgment in, or otherwise seek to terminate, any pending or threatened action, suit, dispute, inquiry, investigation or proceeding for which indemnification may be sought hereunder (whether or not an Indemnified Party is an actual or potential party), unless such settlement, compromise, consent or termination includes a release in favor of the Indemnified Parties reasonably satisfactory to Aurora.

Limitation of Liability. The Company further agrees that neither Aurora nor any other Indemnified Party shall have any liability (whether direct or indirect and regardless of the legal theory advanced) to the Company, or any person or entity asserting claims on behalf of or in right of the Company, related to or arising out of the Agreement, any transaction or proposed transaction, or any actions taken or omitted to be taken by an Indemnified Party or the Company in connection with the Agreement, except for losses, claims, damages or liabilities incurred by the Company finally judicially determined by a court of competent jurisdiction to have resulted solely from the willful misconduct or gross negligence of such Indemnified Party.

The indemnity and reimbursement and the other obligations and agreements of the Company set forth in this schedule (i) shall apply to any services provided by Aurora in connection with its engagement prior to the date hereof, and to any modifications or amendments to the Agreement, (ii) shall be in addition to any obligation or liability which the Company may otherwise have to any Indemnified Party, (iii) shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Company or any Indemnified Party or any person controlling any of them, and (iv) shall survive the completion of the services under, and any termination of, the Agreement.

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

In re:

TARONIS FUELS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11121 (BLS)

(Jointly Administered)

Hearing Date: December 19, 2022 at 10:00 a.m. (ET)

Objection Deadline: December 12, 2022 at 4:00 p.m. (ET)

**NOTICE OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO (A) EMPLOY AND RETAIN AURORA MANAGEMENT
PARTNERS INC. TO PROVIDE A CHIEF RESTRUCTURING OFFICER,
ADDITIONAL PERSONNEL, AND FINANCIAL ADVISORY AND RESTRUCTURING
RELATED SERVICES, (B) DESIGNATING TIMOTHY TUREK AS CHIEF
RESTRUCTURING OFFICER FOR THE DEBTORS, *NUNC PRO TUNC* TO THE
PETITION DATE AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”), filed the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Employ and Retain Aurora Management Partners Inc. to Provide a Chief Restructuring Officer, Additional Personnel and Financial Advisory and Restructuring Related Services, (B) Designating Timothy Turek as Chief Restructuring Officer for the Debtors, Nunc Pro Tunc to the Petition Date and (II) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware,

¹ The Debtors in these chapter 11 cases, along with the last four digits (if any) of each Debtor’s federal tax identification number include: Taronis Fuels, Inc. (7454), MagneGas Welding Supply – West, LLC (6662), Taronis Sub III LLC (5826), MagneGas Welding Supply – South, LLC (8686), MagneGas Real Estate Holdings, LLC (7412), MagneGas IP, LLC (0988), MagneGas Production, LLC (7727), Taronis Sub I LLC (4205), Taronis-TAS, LLC (2356), Taronis-TAH, LLC (3542), and Taronis Sub II LLC (9673). The location of the Debtors’ service address in these chapter 11 cases is 24980 N. 83rd Avenue, Suite 100, Peoria, Arizona 85383.

3rd Floor, 824 North Market Street, Wilmington, Delaware 19801, on or before **December 12, 2022, at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”), and served upon and received by the undersigned proposed counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Brendan L. Shannon at the Bankruptcy Court, 824 North Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 on **December 19, 2022, at 10:00 a.m. (prevailing Eastern Time)**.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: November 28, 2022
Wilmington, Delaware

Respectfully submitted,

/s/ Sameen Rizvi

Jeremy W. Ryan (No. 4057)

L. Katherine Good (No. 5101)

Aaron H. Stulman (No. 5807)

Sameen Rizvi (No. 6902)

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Proposed Counsel for the Debtors and Debtors in Possession