

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD MAY 1, 2025, THROUGH MAY 31, 2025**

In re CCA Construction, Inc.¹

Applicant: Debevoise & Plimpton LLP

Case No. 24-22548 (CMG)

Client: Debtor and Debtor in Possession

Chapter 11

Case Filed: December 22, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A
CERTIFICATION UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

| | |
|--------------------------------|----------------------|
| <u>/s/ M. Natasha Labovitz</u> | <u>June 30, 2025</u> |
| M. Natasha Labovitz | Date |

¹ The last four digits of CCA's federal tax identification number are 4862. CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.



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| <p style="text-align: center;">SECTION I FEE SUMMARY</p> |
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Summary of Amounts Requested for the Period
May 1, 2025 through May 31, 2025 (the “**Compensation Period**”)

| | |
|-------------------------------|----------------|
| Fee Total | \$1,294,228.13 |
| Disbursement Total | \$5,320.51 |
| Total Fees Plus Disbursements | \$1,299,548.64 |

Summary of Amounts Requested for Previous Periods

| | |
|--|-----------------------|
| Total Previous Fees and Expenses Requested | <u>\$5,962,093.88</u> |
| Total Fees and Expenses Allowed to Date | \$0.00 |
| Total Retainer Remaining | \$0.00 |
| Total Holdback | \$893,781.27 |
| Total Received by Applicant | \$3,611,083.56 |

| Name of Professional and Title | Year Admitted | Hours | Rate² | Fee |
|---------------------------------------|----------------------|--------------|-------------------------|--------------|
| M. Natasha Labovitz Partner | 1997 | 89.3 | \$2,317.50 | \$204,171.75 |
| Mark P. Goodman Partner | 1988 | 33.4 | \$2,317.50 | \$75,202.88 |
| Erica S. Weisgerber Partner | 2009 | 69.2 | \$2,025.00 | \$136,788.75 |
| Craig A. Bruens Counsel | 1999 | 1.1 | \$1,674.00 | \$1,841.40 |
| Elie J. Worenklein Counsel | 2012 | 148.1 | \$1,620.00 | \$236,196.00 |
| Xiaoxiao Zhou Associate | 2009 | 14.0 | \$1,458.00 | \$20,412.00 |
| Michael C. Godbe Associate | 2018 | 57.0 | \$1,471.50 | \$83,875.50 |
| Molly Baltimore Maass Associate | 2018 | 38.9 | \$1,471.50 | \$57,241.35 |
| Rebecca Zipursky Associate | 2021 | 16.1 | \$1,354.50 | \$21,807.45 |
| Rory Heller Associate | 2022 | 87.4 | \$1,287.00 | \$112,483.80 |
| Shefit Koboci Associate | 2024 | 66.2 | \$1,192.50 | \$78,943.50 |
| Fabienne El-Cid Associate | 2024 | 6.2 | \$1,017.00 | \$6,305.40 |
| Jacqueline Hayes Associate | 2024 | 8.3 | \$1,017.00 | \$8,441.10 |

² In accordance with the Retention Order [Exhibit A hereto] and the Applicant's retention application [Docket No. 98], these rates reflect a 10% discount to Debevoise's standard rates. In addition, the rates in this chart are the applicable rates for all matter categories except non-working travel, which is billed at 50% of the discounted rates listed herein as provided in paragraph 7 of the Retention Order. The fee total for each timekeeper in this chart accounts for the non-working travel rates.

| Name of Professional and Title | Year Admitted | Hours | Rate² | Fee |
|---|----------------------|----------------|-------------------------|-----------------------|
| Deven Kirschenbaum Associate | 2024 | 26.3 | \$1,017.00 | \$26,747.10 |
| Benjamin Mishkin Associate | 2025 | 151.5 | \$801.00 | \$121,351.50 |
| Lily Lin Summer Associate | n/a | 38.8 | \$513.00 | \$19,904.40 |
| Farhan Khaddad Summer Associate | n/a | 38.9 | \$513.00 | \$19,955.70 |
| Liza Kheyfets Discovery & Data Management Project Manager | n/a | 2.3 | \$553.50 | \$1,273.05 |
| Junho Park Paralegal | n/a | 117.9 | \$522.00 | \$60,499.80 |
| Yury G. Slobodkin Discovery & Data Management Senior Analyst | n/a | 1.8 | \$436.50 | \$785.70 |
| TOTALS | | 1,012.7 | | \$1,294,228.13 |

**SECTION II
SUMMARY OF SERVICES**

| Services Rendered | Hours | Fee |
|--|----------------|-----------------------|
| Business Operations | 4.0 | \$6,896.70 |
| Case Administration | 121.3 | \$160,605.00 |
| Claims Administration & Objections | 4.7 | \$7,753.50 |
| Contested BMLP Matters | 65.9 | \$91,021.95 |
| Corporate Governance & Board Matters | 44.3 | \$69,904.35 |
| DIP Financing | 20.5 | \$33,147.00 |
| Employment & Fee Applications | 125.9 | \$113,787.90 |
| Examiner | 232.4 | \$364,301.10 |
| Investigation of Causes of Action | 13.3 | \$26,240.85 |
| Non-Working Travel | 16.2 | \$13,093.88 |
| Plan & Disclosure Statement | 299.5 | \$303,011.55 |
| Relief from Stay & Adequate Protection | 57.7 | \$92,845.35 |
| Reporting | 7.0 | \$11,619.00 |
| FEE TOTALS | 1,012.7 | \$1,294,228.13 |

**SECTION III
SUMMARY OF DISBURSEMENTS**

| Disbursement Category | Amount |
|----------------------------------|-------------------|
| Computer Assisted Legal Research | \$470.96 |
| In-House Reproduction | \$1,240.00 |
| Outside Research | \$288.00 |
| Travel | \$2,358.91 |
| Working Meal | \$962.64 |
| TOTAL | \$5,320.51 |

**SECTION IV
CASE HISTORY**

- (1) Date case filed: December 22, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: February 7, 2025, effective as of the Petition Date. *See Exhibit A.*

If limit on number of hours or other limitations to retention, set forth: n/a.

- (4) Summarize in brief the benefits to the estate and attach supplements as needed³:
 - (a) The Applicant advised the Debtor relating to the motion to extend the Debtor's exclusive periods to file and solicit acceptances of a chapter 11 plan, including preparing and filing a reply to BML Properties, Ltd.'s ("**BMLP**") objection, coordinating strategy with co-counsel, and representing the Debtor at the omnibus hearing where the motion was granted.
 - (b) The Applicant advised the Debtor in connection with the hearing on its motion seeking relief from the automatic stay to permit it to join non-debtor affiliates in filing a motion for leave to appeal to the New York State Court of Appeals, including preparing for oral argument and responding to BMLP's objection.
 - (c) The Applicant advised the Debtor with respect to the appointment of an examiner, including drafting a brief regarding the proposed scope of the examination, coordinating strategy with co-counsel and the Debtor, and representing the Debtor at the omnibus hearing where the examiner's scope was finalized in accordance with the Debtor's proposal.
 - (d) The Applicant addressed various operational issues as they arose, including addressing questions from creditors, vendors and employees and assisting with external communications and updates to stakeholders.
 - (e) The Applicant continued to respond to third-party discovery requests filed by BML Properties, Ltd., including coordinating the collection, review and production of documents related to the Debtor's numerous surety bonds and bank records.
 - (f) The Applicant provided services to the Debtor related to formulating and drafting a chapter 11 plan and accompanying disclosure statement, including drafting and

³ The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtor and for the benefit of the estate; it is not intended to itemize each and every professional service which the Applicant performed.

revising the plan term sheet, conducting legal research related to plan issues and coordinating internal and external strategy discussions related to the plan process.

- (g) The Applicant advised the Debtor and its financial advisor on legal issues relating to required bankruptcy disclosures including the monthly operating reports and coordinating on various reporting deliverables.
 - (h) The Applicant addressed corporate governance matters, including preparing materials and providing consistent updates to the board of directors.
 - (i) The Applicant prepared monthly and interim fee applications, coordinated responses to objections to other professional retentions, and ensured that fee submissions complied with applicable U.S. Trustee guidelines.
 - (j) The Applicant advised on other matters concerning the administration of the chapter 11 case.
 - (k) The Applicant rendered all other services set forth in the invoices attached hereto as **Exhibit B**.⁴
- (5) Anticipated distribution to creditors:
- (a) Administration expense: Unknown at this time.
 - (b) Secured creditors: Unknown at this time.
 - (c) Priority creditors: Unknown at this time.
 - (d) General unsecured creditors: Unknown at this time.
- (6) Final disposition of case and percentage of dividend paid to creditors: Unknown at this time.
- (7) This is the fifth monthly fee statement.

⁴ The invoices attached hereto as **Exhibit B** contain detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

Exhibit A

Retention Order



Order Filed on February 7, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Sidney P. Levinson (admitted *pro hac vice*)
Elie J. Worenklein
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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:
CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

¹ The last four digits of the Debtor's federal tax identification number are 4864. The Debtor's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

**ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF DEBEVOISE & PLIMPTON LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered two (2) through six (6), is
ORDERED.

DATED: February 7, 2025



Honorable Christine M. Gravelle
United States Bankruptcy Judge

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

Upon CCA’s application [Docket No. 98] (the “**Application**”)² for the entry of an order authorizing CCA’s employment and retention of Debevoise & Plimpton LLP (“**Debevoise**”) as bankruptcy co-counsel effective as of the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rule 2014-1; and upon the Labovitz Declaration and the Wei Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application, the Labovitz Declaration and the Wei Declaration; and the Court being satisfied based on the representations made in the Application, the Labovitz Declaration and the Wei Declaration that (a) Debevoise does not hold or represent an interest adverse to CCA’s estate and (b) Debevoise is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and notice of the Application appearing to be adequate and appropriate under the circumstances; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, CCA is authorized to employ and retain Debevoise as its attorneys in accordance with the terms and conditions set forth in the Application and that certain engagement letter attached hereto as **Exhibit 1** (the “**Engagement Letter**”), effective as of December 22, 2024 (the “**Petition Date**”).
3. Debevoise shall apply for (a) compensation for professional services rendered and (b) reimbursement of expenses incurred in connection with CCA’s chapter 11 case, in both cases subject to the Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code (including, but not limited to, sections 331 and 330 of the Bankruptcy Code), the Bankruptcy Rules, the Local Rules and any other applicable procedures or orders of the Court. Debevoise shall make a reasonable effort to comply with the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Debevoise in the chapter 11 case.
4. Notwithstanding anything in this Order to the contrary, Debevoise is also authorized to represent CCA and the non-Debtor defendants in connection with the Baha Mar Litigation and all fees incurred in connection with the Baha Mar Litigation shall be paid by the non-Debtor defendants, and not by CCA, and Court approval shall not be required for such related fees.
5. In order to avoid any duplication of effort and provide services to CCA in the most efficient and cost-effective manner, Debevoise shall coordinate with Cole Schotz P.C. and any additional firms CCA retains regarding their respective responsibilities in the chapter 11

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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case. As such, Debevoise shall use its best efforts to avoid duplication of services provided by any of CCA's other retained professionals in the chapter 11 case.

6. Prior to any increases in Debevoise's rates set forth in the Application, Debevoise shall file a supplemental affidavit with the Court and provide 10-days' notice to CCA, the U.S. Trustee and any official committee appointed in the chapter 11 case. All parties in interest retain their rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

7. Debevoise shall (i) only bill 50% for non-working travel; (ii) not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any filed objections to any of Debevoise's fee applications in this chapter 11 case; (iii) use the billing and expense categories set forth in the U.S. Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iv) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the United States Trustee.

8. Notwithstanding anything in the Application or the Labovitz Declaration to the contrary, Debevoise shall seek reimbursement from the Debtor's estate for its engagement-related expenses at the firm's actual cost paid.

9. Notwithstanding anything to the contrary in the Application or the Engagement Letter, to the extent that Debevoise uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in this chapter 11 case, Debevoise (a) shall

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date

passthrough the cost of such Contractors to CCA at the same rate that it pays the Contractors; (b) shall seek reimbursement for actual out-of-pocket expenses only; (c) shall ensure that the Contractors submit the same connections disclosures as required of professionals by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in this case. No agreement or understanding exists between Debevoise and any other person other than as permitted by Bankruptcy Code section 504 to share compensation for services rendered in connection with this chapter 11 case, nor shall Debevoise share or agree to share compensation received for services rendered in connection with this case with any other person other than as permitted by Bankruptcy Code section 504.

10. Notwithstanding Debevoise's Terms of Engagement, the provision concerning fee disputes is null and void during the pendency of this Chapter 11 Case.

11. To the extent the Application, the Labovitz Declaration, or any engagement agreement pertaining to this retention is inconsistent with this Order, the terms of this Order shall govern.

12. CCA and Debevoise are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

13. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

Engagement Letter



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION

September 12, 2024

James McMahon
CCA Construction, Inc.
445 South Street, Suite 310
Morristown, NJ 07960

Dear Mr. McMahon:

We are grateful that you have asked Debevoise & Plimpton LLP to act as counsel to CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd. (collectively, "Client"). This engagement letter and the attached Debevoise & Plimpton Terms of Engagement (the "Terms of Engagement") together set forth the terms that will govern our work for Client on the matter(s) described in this letter. This engagement letter supplements our November 27, 2023, engagement letter with you.

1. Scope of Engagement

Client has engaged us to represent it in connection with evaluating and implementing a potential restructuring of its financial obligations, whether in-court or out-of-court, and such related additional matters for which you request our services or advice. In this engagement, we are representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

We understand that you will be our principal contact for communications at Client from whom we will receive our instructions, although we may also be working with and receiving instructions from others within your organization during this engagement.

If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

2. Staffing

As discussed, Natasha Labovitz and I will lead our firm's work on this matter, and the principal counsel and associates on the matter will be Elie Worenklein, Rory Heller and Shefit Koboci. Other attorneys and support personnel may also perform services. I will be happy to discuss project management and staffing matters with you at any time.

3. Billing Policies and Procedures

Our fees for our services will be based upon our customary hourly rates for matters of this kind.

Our current hourly rates for this matter range from \$810 per hour for our newest associates to \$2,280 per hour for our most experienced partners. The current hourly rate for myself and Natasha Labovitz is \$2,280 per hour; Elie Worenklein's hourly rate is \$1,640; Rory Heller's hourly rate is \$1,315; Shefit Koboci's hourly rate is \$1,205. Rates for project assistants, legal assistants and other support personnel range from \$355 per hour to \$820 per hour. These rates are subject to adjustment by the firm from time to time.

In addition to the above, and in recognition of our relationship:

- Our hourly rates for attorneys and other time-keepers who work on this matter will be subject to a 10% discount from our standard hourly rates.
- In the event that the only three entities required to file for bankruptcy are the Client (i.e., CCA Construction, Inc., CSCEC Bahamas, Ltd. and CCA Bahamas Ltd.), we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$750,000 and apply a discount of 50% for any fees incurred in excess of \$1,000,000.
- In the event that more than three entities are required to file for bankruptcy, we will, with respect to any fees that are incurred on or prior to the later of October 31, 2024 or 30 days after entry of the state court judgment, apply a discount of 25% for any fees that are incurred in excess of \$1,000,000 and apply a discount of 50% for any fees incurred in excess of \$1,500,000.
- Please note that the above fee discounts of 25% and 50% shall not apply to any fees incurred for M&A transactions, a prepackaged/prearranged plan, DIP financing, litigation appellate work for NY state court, or combatting an attempted injunction against filing.

To the extent insurance coverage may be available to pay for our services, Client will be responsible for paying any difference between the amount covered and paid by insurance and our above-stated rates for the matter. Unless otherwise agreed in writing, Client shall be responsible for submitting any and all claims to said insurer(s), and shall not withhold or otherwise delay payment of our fees pending reimbursement or a coverage decision or calculation by an insurer or other third party.

We will bill Client for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses incurred in connection with court reporters, transcripts, expert witnesses, document retrieval services, travel, postage, express deliveries, and local and other counsel (where appropriate); and charges for messenger services, document preparation (including word processing and duplicating), computerized legal research and other database services, and certain overtime and administrative expenses.

If a disbursement or other charge is significant, our usual practice is to ask Client to pay the provider directly upon receipt of the applicable invoice. In addition, for large expenses the provider may require Client to prepay all or a portion of such expenses.

In accordance with our standard billing practice, we expect to bill Client on a monthly basis or, in accordance with the retainer arrangement described below, more frequently to the extent that such billing may result in our bills exceeding the amount of our estimated fees and expenses described below. In our experience, clients find monthly billing to be helpful in monitoring the nature and amount of services. Depending on the circumstances, estimated or summary bills may be provided during certain billing cycles, with supporting time descriptions and expense summaries to follow thereafter. We expect that Client will pay the amounts shown as due on these statements promptly upon their receipt.

We will seek to consult with you in advance before undertaking any major new task in our representation of Client, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

A retainer in the amount of \$250,000 will be payable promptly in connection with our work on this assignment, which is intended to be an “advance payment retainer,” as defined in Opinion 816 of the New York State Bar Association Committee on Professional Ethics and *Entegra Power Group, LLC v. Dewey & Leboeuf LLP (In re Dewey & Leboeuf LLP)*, 493 B.R. 421, 430 (Bankr. S.D.N.Y. 2013). The amount of the initial advance payment retainer has been set to approximate our estimate of fees, expenses and other disbursements that are expected to be accrued and unpaid by Client between payment cycles. Debevoise’s estimate of expected fees and expenses may change based upon actual or expected fees and expenses incurred or expected to be incurred, as applicable. Client agrees to provide additional advance payment retainers upon request by Debevoise to ensure that the amount of any advance payment retainers remains at or above our estimated fees and expenses. Client further agrees that Debevoise may apply the advance payment retainers to satisfy any outstanding fees as services are rendered and to expenses as they are incurred. If an insurer pays such fees and expenses under a Client insurance policy, Debevoise shall refund the Client for any such amounts paid by an insurer.

Client understands and agrees that any advance payment retainers are earned by Debevoise upon receipt; any advance payments retainers become property of Debevoise upon receipt; Client no longer has any property interest in any advance payment retainers upon Debevoise's receipt; any advance payment retainers will be placed in Debevoise's general account and will not be held in a client trust, escrow or similar account; and Client will not earn interest on any advance payment retainer. Client and Debevoise agree that, at the conclusion of this engagement, if the aggregate amount of any advance payment retainers held by Debevoise exceeds the amount of Debevoise's final bill for fees, expenses and other disbursements, then Debevoise will refund the excess amount to Client.

Client further understands and agrees that the use of advance payment retainers is an integral condition of our engagement and is necessary to ensure that Client continues to have access to our services; Debevoise is compensated for its representation of Client; Debevoise is not a prepetition creditor in the event that Client commences, or has commenced against it, a case under the U.S. Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*; and, in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The provision of one or more advance payment retainers does not affect Client's right to terminate this representation or the attorney-client relationship.

4. Conflicts

At present, we are not aware of any conflicts of interest in undertaking this representation. As Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become Client's competitors) in a variety of matters, including, but not limited to, mergers, acquisitions, financings, restructurings, bankruptcies, investigations, fund formations, litigations, and regulatory matters.

It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its affiliates. We may also be asked to seek discovery from Client or its affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or one of its affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our

representation of Client in the matters described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation in which Client is named as a party adverse to such other clients.

In the course of representing Client we may from time to time consult with the lawyers in our firm responsible for advising our firm, or with outside counsel, on our professional obligations relating to our representation of Client. Such consultations may involve matters including professional ethics issues and potential or actual conflicts of interest. Client acknowledges and agrees that, notwithstanding that there may be potential for conflict between us and Client in consideration of our professional obligations, we are free to consult with our own counsel on such matters without Client's consent and that such consultations are confidential and subject to our attorney-client privilege, as communications between our firm's personnel and counsel to our firm; Client agrees that it shall have no right to such communications.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us, without Client's prior consent, to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

5. Governing Law and Dispute Resolution

This engagement letter, the attached Terms of Engagement (with the exception of sections B and C thereof) and any other matters relating to or arising directly or indirectly out of our relationship with Client shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

If a dispute arises as to the amount of the fee being charged, Client may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of Client, including any work that might have been done prior to entering into this engagement letter (and including, without limitation, any claim of malpractice or breach of contract,

or any claim relating to fees, costs, charges or expenses for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution (“CPR”) Non-Administered Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and Client (collectively, the “parties”). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, of whom each party shall appoint one, with the third arbitrator selected by the two party-appointed arbitrators pursuant to the CPR Non-Administered Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, experts, insurers and any other person necessary to the conduct of the proceeding. These confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award.

This agreement to arbitrate shall constitute an irrevocable waiver of each party’s right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties further agree that the arbitral tribunal shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.

6. Terms of Engagement

The attached Terms of Engagement form an integral part of this engagement letter and are binding on the parties hereto. In the event of any inconsistency between this engagement letter and the attached Terms of Engagement, the terms set forth in this engagement letter shall prevail. In the event of any conflict between the terms of this engagement letter or the attached Terms of Engagement, on the one hand, and any outside counsel guidelines or policies adopted by Client, on the other hand, this engagement letter and the Terms of Engagement shall prevail.

* * *

Above all, our relationship with Client must be based on trust, confidence and clear understanding. If you have any questions about this engagement letter and the attached Terms of Engagement, or about any aspect of the work that the firm, or any of

the firm's lawyers, is performing for Client, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

Please confirm Client's agreement by countersigning a copy of this engagement letter in the space provided below and returning such countersigned copy to me. Please note, however, that Client instructing us or continuing to instruct us on this matter or any other matter on which we agree to represent Client pursuant to the terms of this engagement letter will constitute Client's full acceptance of the terms set out above and attached.

We invite you to consult with us at any time and on any topic. We look forward to continuing our relationship and working with you on this important matter.

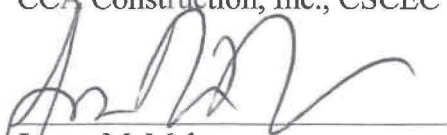
Sincerely,



Sidney P. Levinson

ACCEPTED AND AGREED:

CCA Construction, Inc., CSCEC Bahamas Ltd. and CCA Bahamas, Ltd.


James McMahon
General Counsel



DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

Debevoise & Plimpton is a global law firm with offices in the United States, Europe and Asia. It provides services through Debevoise & Plimpton LLP, a limited liability partnership registered in New York and headquartered in New York, and through related entities operating in certain other jurisdictions. The following terms apply either generally or in respect of a specific matter, as appropriate, to the provision of such services. Each matter in respect of which we provide services to you is, for the purposes of these Terms of Engagement, a "Matter". References to "you", "your", or the "Client" are to our client(s) in the Matter. References to "we", "our", "us", the "firm", or "Debevoise" are to the Debevoise & Plimpton entity or entities providing services to you. References to the "Agreement" are to the engagement letter to which these Terms of Engagement are attached and these Terms of Engagement.

A. GENERAL TERMS

A.1 Client identification. Many jurisdictions have adopted or are in the process of changing or creating anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar laws, regulations and policies. As part of the firm's responsibility for compliance with such laws, regulations and policies, the firm may be obliged to take detailed steps to verify the identity of our clients and their beneficial owners (if any) and the source of our clients' funds and wealth. Accordingly, prior to commencement of work, the firm may have already requested, or may be requesting shortly, that you provide us with required identification and other documents. A delay or failure on your part to provide information required for verification purposes may prevent us from commencing or continuing work on a Matter. The firm reserves the right to request additional information that it believes is necessary, advisable or appropriate to verify identity and/or to ensure the firm's compliance with applicable laws, regulations and policies from time to time.

A.2 Client assistance and cooperation. To enable us to represent you effectively and for our relationship to succeed, you agree to cooperate fully with us in our representation of you and to make available to us any documents or other information, personnel or agents as necessary to assist us in our representation of you. It is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation, and we will rely on the accuracy and completeness of any documents or other information you may provide.

A.3 Confidentiality. We owe a duty of confidentiality to you. We will not disclose any confidential information that we obtain as a result of our provision of services to you except as you expressly permit; as required by applicable law or regulation; if consistent

with the applicable professional conduct rules; or as required to our professional advisers and third parties who provide business support services to us, subject to their entering into contractual duties of confidentiality with us.

A.4 Sharing Client information with Debevoise entities. You agree that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers associated with such entities, all of which are bound by the terms of this Agreement including our confidentiality obligations to you.

A.5 Change in control. In the event that Client is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this engagement, it is understood that the firm does not represent the acquiring entity or such controlling affiliate or otherwise establish a lawyer-client relationship with such entity or affiliate by virtue of such change in control. Furthermore, Client will provide us with sufficient notice to permit us to withdraw as your lawyers, subject to our ethical obligations, if we determine that such affiliation, acquisition or merger creates a conflict of interest, or if we determine that it is otherwise not in the best interests of the firm to continue to represent Client. In addition, Client acknowledges and agrees that any applicable privilege of Client belongs to Client alone and not to any acquiring or successor entity separate from Client, and on behalf of any such acquiring or successor entity Client waives any right or title to, and interest in, Client's privileged information to the extent that such acquiring or successor entity otherwise has any right or title to, or interest in, such information.

A.6 No third party reliance. Our advice, whether provided in written, oral or any other form, is provided for your benefit alone and solely for the purposes of the

particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.

that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in a Matter.

- A.7 Use of legal due diligence reports by non-clients. You understand that in the event that we prepare for you a legal due diligence report in connection with a proposed transaction, such report will be prepared solely to assist you in evaluating the proposed transaction. Our report may not be relied upon by any other person or entity, or for any other purpose. You may not describe, show or furnish our report to any other person or entity, and no other person or entity may use our report, without our prior written consent. We may withhold consent in our sole discretion, and any such consent may be conditional upon, among other things, written acknowledgment from any person or entity receiving or using our report that we have not authorized reliance by, owe no duty to and have no liability to such person or entity in connection with our due diligence investigation or our report.
- A.8 Estimates are not binding. Any fee estimate, budget, or projection of hours we may provide is not a commitment to cap our fees or perform the services contemplated within a fixed amount of time or for a fixed fee. Any estimate, budget, or projection of hours is by its nature inexact and our actual fees and other charges may vary.
- A.9 Full payment of all amounts. Our fees, disbursements and other charges as described in this Agreement and as shown on our statements are to be paid without any reduction for withholding taxes or other governmental charges, unless otherwise agreed to by you and us. In appropriate circumstances, Client may also be responsible for value added, sales or other taxes related to our fees, disbursements or other charges.
- A.10 Third party payment of legal fees, disbursements and other charges. Sometimes our fees, disbursements and other charges, or a portion of them, are paid by a third party, such as an insurer. In this event, in the absence of an agreement to the contrary, you will remain responsible for paying the difference, if any, between the amounts shown on our statements and any amounts paid by the third party. The full payment of our fees, disbursements and other charges is ultimately your responsibility as Client.
- A.11 Conflicts check. To enable us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in a Matter to the best of your knowledge. You agree

- A.12 Privacy. Our privacy policy describes our practices with regard to our collection and use of personal information in the course of our business, including in the course of performing legal services for Client. In particular, our privacy policy describes the types of personal information we collect; how we collect, use and share personal information; our legal bases for using personal information; how long we keep personal information; how we protect personal information; the countries to which we may transfer personal information; and the rights of individuals regarding their personal information. Our privacy policy is accessible on our website at <https://www.debevoise.com/footer/privacy>. It is updated from time to time, so we encourage you to review it regularly.

Client represents and warrants to us that any personal information relating to third parties which Client provides to us is collected, used and shared by Client in accordance with applicable data protection laws. In addition, Client agrees to give to us reasonable notice of any proposed transfer by Client to us of data which include personal information and, to the extent necessary to comply with data protection laws, to provide a copy of our privacy policy to any third party whose personal information is transferred by Client to us. In no event shall we retain, use, sell or disclose any third party personal data (including any “consumer’s personal information” as that phrase is used in the California Consumer Privacy Act of 2018) that we have received from Client for any purpose other than for the specific purpose of performing the services specified in this Agreement, except as may be required and/or permitted by law.

- A.13 Use of technology. The firm will use communication, word processing, support, analytic, storage and other technologies in the course of providing services to Client. To enable us efficiently to provide our services to Client, we may use technology service providers that host, store or process confidential or other information that Client provides to us and/or documents or data that we create or use in the course of providing services to Client. These technology service providers may in turn use other parties (including so-called “cloud service providers”) to provide their services. Although we use commercially reasonable efforts to require our technology service providers to protect the confidentiality and security of

confidential information, documents and data provided to them or to which they otherwise might have access, we are unable to guarantee that such providers, or fourth party providers who assist our technology service providers, will not themselves be subject to data security breaches, or that information, documents and data we provide will not be used by such providers in an unauthorized manner. By entering into this Agreement, Client consents to our use of such providers in providing our services.

A.14 Email communications. We recommend that all email communication between us and Client be encrypted in transit. Encryption can help avoid the risks attendant to communication by email, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted email by default, and we would be happy to work with you if you choose to configure your systems to enforce encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted email in our communications.

A.15 Third party electronic communication providers. We advise against the use of third party electronic communication programs, such as WeChat or WhatsApp, for transmitting confidential information to us, as we cannot vouch for the security of any information transmitted through the use of such programs. If you choose to communicate with us by using any such program, however, such communication by you will be treated as your consent for us to communicate with you using that program.

A.16 Termination. Client may terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our statements are not being paid in a timely manner, if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner, or to comply with other legal requirements such as sanctions restrictions. Our representation regarding the Matter to which this Agreement applies will end upon completion of our legal services under this Agreement, when the firm has performed no services for Client under this Agreement for a period of six months or longer, at such time as it reasonably appears that the need for our legal services in connection with the Matter has ended, or at such time as legally required, whichever is earliest.

In the event we choose to terminate our representation, as set forth in our Agreement, you agree not to contest our withdrawal from any court or administrative

proceeding.

Upon termination of our representation in a particular Matter (even if the firm continues active involvement in other Matters on your behalf), the firm will have no further duty to inform you of future developments or changes in law as may be relevant to such Matter. Further, unless we mutually agree in writing to the contrary, the firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise in connection with Matters for which the firm had been retained but for which we are no longer engaged.

A.17 Disposition of files. Once our work on a Matter ends, at Client's request, the firm will return, retain, or discard the materials pertaining to the Matter to which Client may be entitled under applicable law (the "Client File"). However, unless Client provides written notice to us within one year after a Matter has concluded concerning how Client would like the Client File to be handled, Client understands and agrees that we may retain or destroy the Client File (including all materials contained therein) at our discretion and consistent with our ethical obligations. Client understands that "materials" include originals as well as copies, and also that "materials" include paper files as well as information stored in other forms, including email, electronic documents, audio and video recordings and file materials in other formats.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, certain internal correspondence and work product, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records.

We reserve the right to make and retain, at our expense, copies of all materials generated or received by us in the course of our representation. If Client requests copies of materials from us, copies that we generate will be made at Client's expense. Should Client wish us to retain a large quantity of paper or electronic documents, we will negotiate with Client a reasonable charge, based upon the quantity of the material to be retained and the manner and duration of its retention.

A.18 Hosting data. The firm may offer to electronically host and maintain a platform for Client to share information within Client, or as Client chooses, with other individuals. To the extent that the firm agrees to

offer such a service, you agree to be bound by the “Terms of Use” found at <https://extranet.debevoise.com/debevoise/termsOfUse.action>, as those terms may be periodically updated. You also agree that to the fullest extent permitted by law you will not hold the firm, its partners, employees or affiliates or our service providers liable for any damage related to or arising out of the use of such a platform.

- A.19 Response to subpoenas or other lawful process. If the firm or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to the firm’s representation of you, we will, to the extent permitted by applicable law, inform you before responding so that you have the opportunity to intervene or interpose any objections. You agree to reimburse the firm for its time and expenses incurred in responding to any such requests (with time to be billed at our standard hourly rates then in effect for the particular individuals involved, unless otherwise agreed), even if our representation of you has ended, including the time and expenses incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by any such requests.
- A.20 Publicity. You agree that the firm may, as a part of our public marketing efforts, identify Client as a client and indicate the nature of the Matter and the results achieved, so long as the firm does not disclose Client’s confidential information or secrets as defined by applicable professional conduct rules.
- A.21 Reporting. Legislation on money laundering, terrorist financing and financial sanctions places the firm under a legal duty in certain circumstances, where we know or suspect that a Matter involves money laundering or a breach of financial sanctions, to disclose information to the relevant regulatory authorities, to cease providing services or to take other actions as required by law, regulation or order. If, while we are acting for you, it becomes necessary to make a disclosure, the law may prohibit us from informing you that a disclosure has been made or of the reasons for it. To the extent that the law permits us to do so, we will tell you about the issue(s) identified and explain what action we may need to take.
- A.22 UK and European Union “DAC6” reporting. The UK and EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 of 25 May 2018 (also sometimes known as “DAC6” rules), may

require us to report details of certain arrangements entered into by our clients to a tax authority in the UK or EU. To be reportable, the arrangement must be cross-border, involving the UK or an EU Member State, and have certain hallmarks. We will consult with you before making any such report if we consider that the rules apply to a Matter.

- A.23 Beneficial Ownership Information Reporting. The U.S. Corporate Transparency Act requires certain corporate entities to report beneficial ownership information (“BOI”) to the Financial Crimes Enforcement Network (“FinCEN”) of the U.S. Department of the Treasury. Upon request, we are pleased to advise Client in assessing applicable BOI reporting obligations, and also to assist in making any required initial BOI report filings. In the absence of our agreement in writing to provide such advice and assistance, however, we disclaim any obligation to do so. We also disclaim any obligation to update or correct any such reporting to FinCEN in the absence of a written agreement providing that we shall do so.
- A.24 Indian taxpayer identification number. Our Indian unique identification number (PAN) is AAFFD9304D.
- A.25 Release of information to third parties retained by Client. On occasion, our Clients request that we release information about the services we provide to third parties retained by Client, including e-billing platforms and legal analytics firms. In the event that you request us to provide information to such third parties and we agree to do so, you acknowledge that we have no liability for any loss or unauthorized use of information that may occur in connection with our provision of such information, whether through a breach or other information security default of the third party or through other circumstances. You also acknowledge that our firm bears no responsibility for any loss or weakening of the attorney-client privilege or any other privilege or protection that may come about as a result of our fulfilling any such request.
- A.26 Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable in an arbitration or judicial proceeding, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.
- A.27 Entire agreement. The engagement letter and these Terms of Engagement set out the entire agreement

between you and us concerning our provision of legal services. Any modifications of or amendments to this Agreement must be in writing and agreed by all parties. In the event of any conflict between this Agreement and any outside counsel guidelines or policies adopted by Client, this Agreement will govern.

B. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE ENTITIES IN LONDON, FRANKFURT, PARIS OR LUXEMBOURG

- B.1 Insider lists and inside information. In applicable circumstances and in accordance with the UK Market Abuse Regulation and/or the EU Market Abuse Regulation we will draw up and maintain a list of persons at our firm who act for you and have access to inside information about you in relation to a Matter, provided that you inform us when particular information to which you give us access is inside information and when it ceases to be inside information. We will provide to you a copy of the insider list as soon as possible upon request and we will keep the list for five years from the date it was drawn up or last updated. You acknowledge that we are authorized to disclose the insider list and other information relating to Client to a relevant regulatory authority which may request such information and that we have no obligation to notify you of our compliance with any such regulatory request.
- B.2 Proportional liability. Your other advisers may seek to exclude, cap or otherwise limit their liability in connection with their provision of services to you relating to a Matter, as a result of which our own liability to you may be proportionately increased. We would not regard this as appropriate or fair and accordingly you agree that the total amount you may recover from us (and our other Debevoise entities) if we (and our other Debevoise entities) become subject to a claim by you arising out of a Matter, will not exceed what it would have otherwise been in the absence of any such exclusion, cap or limitation by another adviser.
- B.3 Liability cap. We may, if permitted by local law and professional conduct rules, limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter.

C. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE LONDON

- C.1 Details of Debevoise London. Debevoise & Plimpton LLP, whose office is at 65 Gresham Street, London EC2V 7NQ, is a limited liability partnership registered in New York. It is authorized and regulated by the Solicitors Regulation Authority. The SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors and Registered Foreign Lawyers, at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/> and <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/> respectively, apply to Debevoise London and to our lawyers and employees. The Bar Standards Board Code of Conduct at <http://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/the-handbook-publication> also applies to our barristers. Debevoise London's VAT number is GB 524658924.
- C.2 Professional indemnity insurance. Debevoise London is required to hold a minimum level of insurance cover under the Solicitors' Indemnity Insurance Rules. You may obtain information about our insurance, including contact details of our insurer and the territorial coverage of the insurance, from our London Managing Partner.
- C.3 Financial services. During the course of our provision of services to you nothing we do is, or should be construed as, an invitation or inducement to engage in investment activity for the purposes of the UK Financial Services and Markets Act 2000.
- C.4 Lien. We may exercise a lien over your files, i.e. keep all your documents and materials relating to a Matter, while there is still money owing to us for legal fees, disbursements and other charges. This lien may be similar to liens that apply by statute or common law in other jurisdictions.
- C.5 SRA Accounts Rules. The SRA Accounts Rules require us to have an interest policy which provides for the payment of interest on any monies held by us for you in a client account. You may obtain a copy of our policy from our London Managing Partner.
- C.6 Dispute resolution. If you are at any time dissatisfied with the service you are receiving from us, or with any of our statements, or would like to discuss with us any aspect of a Matter or how our service to you could be

improved, please contact the partner responsible for the overall supervision of the Matter or our London Managing Partner. Our complaints procedure is available on request.

If you are dissatisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider the complaint. Contact details for, and details of the qualification criteria for access to, the Legal Ombudsman are at www.legalombudsman.org.uk.

You may apply to the court for an assessment of any of our statements under Part III of the Solicitors Act 1974.

If a dispute arises between us out of or in connection with the Agreement, or the provision of our services to you whether carried out before, on or after the date of the Agreement, or any non-contractual obligation arising out of or in connection with the Agreement, and it is not resolved under one of the procedures set out above, it will be resolved pursuant to the dispute resolution procedures set forth in the engagement letter.

D. ADDITIONAL TERMS APPLICABLE WHEN SERVICES ARE PROVIDED BY DEBEVOISE SHANGHAI

D.1 Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office (“Debevoise Shanghai”) is located at 13/F Kerry Centre Tower One 1515 Nanjing Road West Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment. Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai’s services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for assistance.

D.2. Privacy and Data Protection. By voluntarily providing us with data (including any sensitive personal information included therein), you agree

that we may share information relating to you or a Matter with all Debevoise & Plimpton entities that are part of our global law firm and any lawyers associated with such entities. If you wish to restrict the sharing of your information beyond China and retain your information within China, you should inform us in writing before we commence substantive work on the Matter. You understand that, in any event, Client will ultimately retain liability for any cross-border transfer of Client’s data that we effect in connection with the transactions or proceedings for which we are engaged, and to the extent legally permitted, we disclaim any liability in connection with any such transfer.

D.3 Liability Cap. We may limit our aggregate liability to you for breach of contract or negligence in respect of a Matter to an amount specified in the relevant engagement letter.

Exhibit B

Invoices



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491621

Client Matter 27188.1012

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with BUSINESS OPERATIONS

| | |
|---------------------------|-------------------|
| Fees | \$6,896.70 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$6,896.70 |

27188.1012 – BUSINESS OPERATIONS

Invoice Number: 2491621

| Date | Timekeeper | Narrative | Hours |
|--------------------|----------------------|---|------------|
| 05/01/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re CCA questions on reporting for license application. | 0.2 |
| 05/01/25 | Worenklein, Elie J. | Respond to email from C. Zhang [CCA] re CCA South Carolina operations questions (0.1); correspond with N. Labovitz re same (0.1). | 0.2 |
| 05/05/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re communications strategy. | 0.2 |
| 05/05/25 | Worenklein, Elie J. | Email N. Labovitz re developments in communications strategy. | 0.1 |
| 05/06/25 | Labovitz, M. Natasha | Review and comment on press statement re leave to appeal. | 0.3 |
| 05/07/25 | Labovitz, M. Natasha | Review resolution of Plaza/Starr issue (0.1); correspond with J. Yang [CCA] re same (0.1). | 0.2 |
| 05/12/25 | Labovitz, M. Natasha | Correspond with J. Laubach [Starr] and J. Yang [CCA] re Plaza/Starr issue. | 0.2 |
| 05/16/25 | Labovitz, M. Natasha | Correspond with FGS and Y. Wei [CCA] re media strategy items. | 0.2 |
| 05/23/25 | Labovitz, M. Natasha | Correspond with R. Heller and J. Yang [CCA] re update to surety providers. | 0.2 |
| 05/23/25 | Heller, Rory | Email N. Labovitz re update to sureties on chapter 11 case and operations. | 0.2 |
| 05/27/25 | Labovitz, M. Natasha | Review final update to sureties. | 0.1 |
| 05/27/25 | Heller, Rory | Communicate update to surety providers. | 1.9 |
| Total Hours | | | 4.0 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|----------------------|--------------|-------------|-------------------|
| Partner | Labovitz, M. Natasha | 1.6 | 2,317.50 | 3,708.00 |
| | Partner Total | 1.6 | | \$3,708.00 |
| Counsel | Worenklein, Elie J. | 0.3 | 1,620.00 | 486.00 |
| | Counsel Total | 0.3 | | \$486.00 |
| Associate | Heller, Rory | 2.1 | 1,287.00 | 2,702.70 |
| | Associate Total | 2.1 | | \$2,702.70 |
| Matter Total | | 4.0 | | \$6,896.70 |



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491622

Client Matter 27188.1008

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with CASE
ADMINISTRATION

| | |
|---------------------------|---------------------|
| Fees | \$160,605.00 |
| Charges and Disbursements | \$5,320.51 |
| TOTAL | \$165,925.51 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/01/25 | Worenklein, Elie J. | Mark up WIP report of open workstreams (0.4); phone call with J. Park re calendar and case status (0.1); comment on critical date list and send to J. Park (0.2). | 0.7 |
| 05/01/25 | Mishkin, Benjamin | Update WIP checklist (1.2); correspond with J. Park re WIP and critical date list (0.3). | 1.5 |
| 05/01/25 | Park, Junho | Call with E. Worenklein re case status and upcoming deadlines and events (0.1); update critical date list (1.0); update docket files for attorney review (0.2); correspond with B. Mishkin re WIP and critical date list (0.4). | 1.7 |
| 05/02/25 | Labovitz, M. Natasha | Review WIP report (0.3); attend WIP call with E. Weisgerber [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin and J. Park (0.6). | 0.9 |
| 05/02/25 | Weisgerber, Erica S. | Participate [partial] in WIP meeting with N. Labovitz, E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin and J. Park. | 0.5 |
| 05/02/25 | Worenklein, Elie J. | Participate in weekly WIP call with N. Labovitz, E. Weisgerber [partial], M. Godbe, R. Heller, S. Koboci, B. Mishkin and J. Park (0.6); call with J. Park re recap of open WIP workstreams (0.9). | 1.5 |
| 05/02/25 | Godbe, Michael C. | Participate in WIP meeting with N. Labovitz, E. Worenklein, R. Heller, S. Koboci, B. Mishkin, J. Park and E. Weisgerber [partial] (0.6); call with B. Mishkin re WIP list (0.3); call with J. Park re same (0.1). | 1.0 |
| 05/02/25 | Heller, Rory | Participate in WIP call with N. Labovitz, E. Weisgerber [partial], E. Worenklein, M. Godbe, B. Mishkin, S. Koboci, and J. Park (0.6); review WIP (0.3). | 0.9 |
| 05/02/25 | Koboci, Shefit | Review WIP checklist (0.2); attend WIP meeting with N. Labovitz, E. Weisgerber [partial], R. Heller, E. Worenklein, M. Godbe, B. Mishkin and J. Park (0.6). | 0.8 |
| 05/02/25 | Mishkin, Benjamin | Update WIP checklist per E. Worenklein comments (1.0); participate in WIP call with N. Labovitz, E. Weisgerber [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, and J. Park (0.6); call with M. Godbe re follow up points from same (0.3). | 1.9 |
| 05/02/25 | Park, Junho | Review critical date list and WIP prior to WIP meeting (0.5); participate in WIP meeting with N. Labovitz, E. Weisgerber [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin; (0.6); phone call with E. Worenklein re recap of workstreams from WIP (0.9); call with M. Godbe re WIP workstreams (0.1); correspond with A. Stepanyan and D. Wilson re updates to matter setup (0.5). | 2.6 |
| 05/03/25 | Park, Junho | Update docket files for attorney review (0.1); update critical date list (0.2). | 0.3 |
| 05/04/25 | Park, Junho | Coordinate logistics re hearing (0.3); update E. Worenklein re same (0.2). | 0.5 |
| 05/05/25 | Labovitz, M. Natasha | Attend stay relief hearing to assist E. Weisgerber during argument. | 0.5 |
| 05/05/25 | Weisgerber, Erica S. | Attend court hearing re motion to lift stay for appeal. | 0.5 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|--|-------|
| 05/05/25 | Maass, Molly Baltimore | Participate in hearing re stay relief motion. | 0.5 |
| 05/05/25 | Mishkin, Benjamin | Take notes at stay relief hearing. | 0.5 |
| 05/05/25 | Park, Junho | Prepare for hearing setup (0.9); update calendar and docket files for attorney review (0.3); correspond with D. Delehanty [Cole Schotz] re transcript (0.1). | 1.3 |
| 05/07/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re review of all open items in advance of WIP call. | 0.3 |
| 05/07/25 | Worenklein, Elie J. | Draft email to N. Labovitz re status of pending workstreams. | 0.5 |
| 05/07/25 | Park, Junho | Update docket files for attorney review. | 0.1 |
| 05/08/25 | Godbe, Michael C. | Revise draft WIP list. | 0.3 |
| 05/08/25 | Mishkin, Benjamin | Update WIP checklist. | 0.6 |
| 05/09/25 | Labovitz, M. Natasha | Review update from E. Worenklein re all open matters in lieu of WIP call. | 0.4 |
| 05/09/25 | Weisgerber, Erica S. | Participate in WIP meeting with E. Worenklein, R. Heller [partial], S. Koboci, B. Mishkin and J. Park. | 0.8 |
| 05/09/25 | Worenklein, Elie J. | Participate in weekly WIP call with E. Weisgerber, S. Koboci, R. Heller [partial], B. Mishkin, and J. Park (0.8); comment on WIP report (0.1). | 0.9 |
| 05/09/25 | Heller, Rory | Participate [partial] in WIP call with E. Weisgerber, E. Worenklein, B. Mishkin, S. Koboci and J. Park. | 0.7 |
| 05/09/25 | Koboci, Shefit | Review WIP checklist (0.3); participate in WIP meeting with E. Weisgerber, E. Worenklein, R. Heller [partial], B. Mishkin and J. Park (0.8). | 1.1 |
| 05/09/25 | Mishkin, Benjamin | Update WIP checklist (0.8); participate in WIP call with E. Weisgerber, E. Worenklein, R. Heller [partial], S. Koboci and J. Park (0.8). | 1.6 |
| 05/09/25 | Park, Junho | Update critical date list (0.6); prepare for WIP call (0.1); participate in WIP meeting with E. Weisgerber, E. Worenklein, R. Heller [partial], S. Koboci, and B. Mishkin (0.8). | 1.5 |
| 05/13/25 | Park, Junho | Update docket files for attorney review. | 0.2 |
| 05/14/25 | Labovitz, M. Natasha | Coordinate with E. Worenklein re dates for upcoming omnibus hearings. | 0.1 |
| 05/14/25 | Weisgerber, Erica S. | Email with E. Worenklein re omnibus hearings and related issues. | 0.3 |
| 05/14/25 | Worenklein, Elie J. | Coordinate upcoming hearing scheduling. | 0.2 |
| 05/14/25 | Maass, Molly Baltimore | Call with X. Zhou re case updates. | 0.9 |
| 05/14/25 | Zhou, Xiaoxiao | Confer with M. Maass re current status of CCA workstreams. | 0.9 |
| 05/15/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re setting hearing dates. | 0.1 |
| 05/15/25 | Worenklein, Elie J. | Mark up WIP report on pending matters (0.6); correspond with N. Labovitz re finalizing hearing scheduling (0.1). | 0.7 |
| 05/15/25 | Godbe, Michael C. | Revise WIP list. | 0.2 |
| 05/15/25 | Mishkin, Benjamin | Update WIP checklist. | 1.9 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/15/25 | Park, Junho | Update docket files for attorney review (0.4); review emails re filings and updates (0.6); update critical date list (0.2); correspond with internal team re WIP updates, critical date list, and case status (0.2); send timekeeper billing memo to onboarded attorneys (0.5). | 1.9 |
| 05/16/25 | Labovitz, M. Natasha | Review WIP report (0.2); attend weekly WIP meeting with, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.9). | 1.1 |
| 05/16/25 | Weisgerber, Erica S. | Participate in weekly WIP meeting with N. Labovitz, E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park. | 0.9 |
| 05/16/25 | Worenklein, Elie J. | Participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park. | 0.9 |
| 05/16/25 | Godbe, Michael C. | Participate in WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, R. Heller, S. Koboci, B. Mishkin, L. Lin, and J. Park. | 0.9 |
| 05/16/25 | Heller, Rory | Prepare for WIP Meeting (0.1); participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, S. Koboci, B. Mishkin, and J. Park (0.9). | 1.0 |
| 05/16/25 | Koboci, Shefit | Review WIP checklist (0.4); participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, B. Mishkin, and J. Park (0.9); prepare notes from call and send to B. Mishkin (0.2). | 1.5 |
| 05/16/25 | Mishkin, Benjamin | Update WIP checklist (0.6); prepare for WIP meeting (0.1); participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and J. Park (0.9). | 1.6 |
| 05/16/25 | Park, Junho | Circulate updated critical date list (0.3); participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin (0.9). | 1.2 |
| 05/18/25 | Goodman, Mark P. | Draft talking points in preparation for hearing (0.8); call with Y. Wei [CCA] re same (0.5). | 1.3 |
| 05/19/25 | Labovitz, M. Natasha | Review update from E. Worenklein re CCA meeting to discuss open items. | 0.2 |
| 05/19/25 | Worenklein, Elie J. | Participate in weekly CCA chapter 11 update call with R. Heller and litigation team (0.7); draft update email for team (0.3). | 1.0 |
| 05/19/25 | Heller, Rory | Attend weekly check-in meeting with client, E. Worenklein and litigation team. | 0.7 |
| 05/19/25 | Park, Junho | Review emails re reply filing updates (0.2); review administrative order (0.1). | 0.3 |
| 05/20/25 | Labovitz, M. Natasha | Coordinate with E. Worenklein re scheduling of upcoming hearing dates. | 0.2 |
| 05/20/25 | Worenklein, Elie J. | Email with Cole Schotz team and N. Labovitz re omnibus hearing dates (0.2); phone call with F. Yudkin [Cole Schotz] re preparation for omnibus hearing (0.4); meet with M. Godbe and J. Park re hearing preparation (0.8). | 1.4 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/20/25 | Godbe, Michael C. | Meet with E. Worenklein and J. Park re hearing preparation. | 0.8 |
| 05/20/25 | Park, Junho | Meet with E. Worenklein re upcoming hearing logistics (0.2); coordinate logistics and materials for upcoming hearing (2.5); meet with M. Godbe and E. Worenklein re hearing preparation (0.8); prepare documents for hearing preparation (3.2). | 6.7 |
| 05/21/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re agenda for omnibus hearing. | 0.3 |
| 05/21/25 | Worenklein, Elie J. | Comment on draft hearing agenda (0.2); meet with J. Park re preparation for hearing (0.4); prepare talking points for omnibus hearing (1.2); phone call with F. Yudkin [Cole Schotz] re preparation for hearing (0.3); email with Cole Schotz team re agenda and hearing logistics (0.3); meet with R. Heller re talking points (0.1); correspond with N. Labovitz re hearing agenda (0.2). | 2.7 |
| 05/21/25 | Heller, Rory | Discuss talking points for hearing with E. Worenklein (0.1); draft talking points (1.1). | 1.2 |
| 05/21/25 | Park, Junho | Further prepare documents for hearing (1.9); meet with E. Worenklein re same (0.4); coordinate logistics for hearing (0.4); further update hearing binders for attorneys (0.6); circulate updated omnibus hearing dates to internal team (0.3). | 3.6 |
| 05/22/25 | Goodman, Mark P. | Continue to prepare for hearing (1.4); attend hearing on examiner scope and exclusivity extension (5.4); meet with Y. Wei [CCA] re hearing (0.5); meet with client group to report on today's hearing (0.4). | 7.7 |
| 05/22/25 | Labovitz, M. Natasha | Prepare for omnibus hearing (2.2); attend hearing, including hallway conferences and waiting time (5.4); follow up with E. Abrams re same (0.5). | 8.1 |
| 05/22/25 | Weisgerber, Erica S. | Attend examiner and exclusivity hearing, including strategizing with co-counsel and Debevoise team and discussions with opposing counsel. | 5.4 |
| 05/22/25 | Worenklein, Elie J. | Participate in omnibus hearing on examiner scope and exclusivity extension, including having meetings with CCA and opposing counsel in courthouse (5.4); participate in strategy meeting prior to hearing (1.0). | 6.4 |
| 05/22/25 | Mishkin, Benjamin | Update WIP checklist. | 0.3 |
| 05/22/25 | Park, Junho | Prepare hearing setup (1.3); attend May 22 hearing to support team (5.4); pack up and clean up courtroom (0.6); review correspondence and case updates (0.4); update critical date list (0.6); email B. Mishkin updates to WIP (0.3). | 8.6 |
| 05/23/25 | Labovitz, M. Natasha | Review WIP checklist. | 0.2 |
| 05/23/25 | Weisgerber, Erica S. | Participate in weekly Debevoise team WIP meeting with E. Worenklein, M. Godbe, R. Heller, B. Mishkin, and J. Park. | 0.7 |
| 05/23/25 | Worenklein, Elie J. | Comment on draft WIP report (0.3); participate in weekly WIP meeting with E. Weisgerber, M. Godbe, R. Heller, B. Mishkin, and J. Park (0.7). | 1.0 |
| 05/23/25 | Godbe, Michael C. | Participate in WIP meeting with E. Weisgerber, E. Worenklein, R. Heller, B. Mishkin, and J. Park. | 0.7 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/23/25 | Heller, Rory | Review WIP (0.1); participate in weekly WIP meeting with E. Weisgerber, E. Worenklein, M. Godbe, B. Mishkin, and J. Park (0.7). | 0.8 |
| 05/23/25 | Mishkin, Benjamin | Update WIP checklist (1.4); participate in weekly WIP meeting with E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, and J. Park (0.7). | 2.1 |
| 05/23/25 | Park, Junho | Circulate updated critical date list (0.3); review updated WIP (0.3); participate in weekly WIP meeting with E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, and B. Mishkin (0.7); correspond with D. Deleharty [Cole Schotz] re hearing transcript (0.1); further update critical date list (0.3). | 1.7 |
| 05/27/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re upcoming hearing dates (0.2); review omnibus hearing transcript (0.4). | 0.6 |
| 05/27/25 | Worenklein, Elie J. | Update N. Labovitz re hearing scheduling status. | 0.1 |
| 05/27/25 | Park, Junho | Exchange emails with D. Deleharty [Cole Schotz] re transcript (0.2); circulate transcript to Debevoise team and client (0.1); update case files, docket files, and post hearing files for attorney review (0.6). | 0.9 |
| 05/29/25 | Worenklein, Elie J. | Mark up WIP report and critical dates list. | 0.8 |
| 05/29/25 | Mishkin, Benjamin | Update WIP checklist. | 0.8 |
| 05/29/25 | Park, Junho | Circulate updated critical date list to Debevoise team (0.6); send B. Mishkin WIP updates (0.2). | 0.8 |
| 05/30/25 | Labovitz, M. Natasha | Review WIP report (0.2); attend [partial] WIP call E. Weisgerber, E. Worenklein, M. Godbe, B. Mishkin, R. Heller, S. Koboci, and J. Park (0.4); correspond with E. Worenklein re multiple open matters (0.2). | 0.8 |
| 05/30/25 | Weisgerber, Erica S. | Participate in weekly WIP meeting [partial] with E. Worenklein, B. Mishkin, M. Godbe, R. Heller, N. Labovitz [partial], S. Koboci, and J. Park (0.8); call with C. Zhang [CCA] re miscellaneous questions re examiner, bankruptcy process, and deadlines (0.3). | 1.1 |
| 05/30/25 | Worenklein, Elie J. | Participate in weekly WIP meeting with N. Labovitz [partial], E. Weisgerber [partial], M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.9); phone call with R. Heller re recap of call and open items (0.2); draft email to N. Labovitz re open items and next steps (0.3). | 1.4 |
| 05/30/25 | Godbe, Michael C. | Participate in WIP call with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, R. Heller, S. Koboci, B. Mishkin, and J. Park. | 0.9 |
| 05/30/25 | Heller, Rory | Participate in weekly WIP meeting with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, M. Godbe, S. Koboci, B. Mishkin, and J. Park (0.9); discuss follow-up items with E. Worenklein (0.2). | 1.1 |
| 05/30/25 | Koboci, Shefit | Review WIP checklist (0.3); participate in weekly WIP meeting with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, M. Godbe, R. Heller, B. Mishkin, and J. Park (0.9). | 1.2 |

27188.1008 – CASE ADMINISTRATION

Invoice Number: 2491622

| Date | Timekeeper | Narrative | Hours |
|-------------|-------------------|---|-------|
| 05/30/25 | Mishkin, Benjamin | Revise WIP checklist per comments from E. Worenklein (0.9); participate in WIP meeting re open items with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, and J. Park (0.9); prepare for same (0.2). | 2.0 |
| 05/30/25 | Park, Junho | Prepare for WIP meeting (0.4); participate in weekly WIP meeting with N. Labovitz [partial], E. Weisgerber [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin (0.9). | 1.3 |
| Total Hours | | | 121.3 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|------------------------|--------------|-------------|---------------------|
| Partner | Goodman, Mark P. | 9.0 | 2,317.50 | 20,857.50 |
| | Labovitz, M. Natasha | 13.8 | 2,317.50 | 31,981.50 |
| | Weisgerber, Erica S. | 10.2 | 2,025.00 | 20,655.00 |
| | Partner Total | 33.0 | | \$73,494.00 |
| Counsel | Worenklein, Elie J. | 20.2 | 1,620.00 | 32,724.00 |
| | Counsel Total | 20.2 | | \$32,724.00 |
| Associate | Godbe, Michael C. | 4.8 | 1,471.50 | 7,063.20 |
| | Maass, Molly Baltimore | 1.4 | 1,471.50 | 2,060.10 |
| | Zhou, Xiaoxiao | 0.9 | 1,458.00 | 1,312.20 |
| | Heller, Rory | 6.4 | 1,287.00 | 8,236.80 |
| | Koboci, Shefit | 4.6 | 1,192.50 | 5,485.50 |
| | Mishkin, Benjamin | 14.8 | 801.00 | 11,854.80 |
| | Associate Total | 32.9 | | \$36,012.60 |
| Legal Assistant | Park, Junho | 35.2 | 522.00 | 18,374.40 |
| | Legal Assistant Total | 35.2 | | \$18,374.40 |
| Matter Total | | 121.3 | | \$160,605.00 |

CHARGES AND DISBURSEMENTS SUMMARY

| Description | Amount |
|----------------------------------|-------------------|
| Computer Assisted Legal Research | \$470.96 |
| In-House Reproduction | \$1,240.00 |
| Outside Research | \$288.00 |
| Travel | \$2,358.91 |
| Working Meal | \$962.64 |
| Matter Total | \$5,320.51 |



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New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491624

Client Matter 27188.1015

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with CLAIMS
ADMINISTRATION & OBJECTIONS

| | |
|---------------------------|-------------------|
| Fees | \$7,753.50 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$7,753.50 |

| Date | Timekeeper | Narrative | Hours |
|--------------------|----------------------|--|------------|
| 05/05/25 | Worenklein, Elie J. | Review claims register and schedules re claims classifications and amounts. | 0.4 |
| 05/08/25 | Worenklein, Elie J. | Review draft bar date motion from Cole Schotz. | 0.4 |
| 05/09/25 | Worenklein, Elie J. | Phone call with C. Lambe [YCST] re upcoming claims bar date motion. | 0.3 |
| 05/10/25 | Worenklein, Elie J. | Mark up draft bar date motion. | 2.1 |
| 05/12/25 | Labovitz, M. Natasha | Review status re preparation of bar date motion and next steps. | 0.2 |
| 05/12/25 | Worenklein, Elie J. | Draft email to Cole Schotz team re comments to bar date motion. | 0.3 |
| 05/14/25 | Worenklein, Elie J. | Review additional comments to bar date motion (0.4); correspond with S. Reitzel [Verita] re service of bar date notices (0.3). | 0.7 |
| 05/16/25 | Worenklein, Elie J. | Phone call with C. Lambe [YCST] re bar date motion. | 0.3 |
| Total Hours | | | 4.7 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|----------------------|--------------|-------------|-------------------|
| Partner | Labovitz, M. Natasha | 0.2 | 2,317.50 | 463.50 |
| | Partner Total | 0.2 | | \$463.50 |
| Counsel | Worenklein, Elie J. | 4.5 | 1,620.00 | 7,290.00 |
| | Counsel Total | 4.5 | | \$7,290.00 |
| Matter Total | | 4.7 | | \$7,753.50 |



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66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491630

Client Matter 27188.1026

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with CONTESTED BMLP MATTERS

| | |
|---------------------------|--------------------|
| Fees | \$91,021.95 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$91,021.95 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|--|-------|
| 05/02/25 | Labovitz, M. Natasha | Review reporting for BMLP re weekly cash transfers. | 0.2 |
| 05/02/25 | Worenklein, Elie J. | Email with BDO team re comments to weekly BMLP cash reporting. | 0.3 |
| 05/02/25 | Koboci, Shefit | Review weekly postpetition cash transfers to BMLP (0.2); send same to BMLP (0.2). | 0.4 |
| 05/05/25 | Maass, Molly Baltimore | Email with Debevoise team re response to BMLP re surety subpoenas (0.2); email to BMLP re same (0.1). | 0.3 |
| 05/05/25 | Park, Junho | Correspond with M. Maass re secure data transfer (0.2); coordinate setup for secure data transfer (0.7); transmit files to parties (0.2). | 1.1 |
| 05/07/25 | Labovitz, M. Natasha | Correspond with R. Heller and E. Weisgerber re response to BMLP's follow-up request for surety information, including outlining scope of response. | 0.4 |
| 05/07/25 | Weisgerber, Erica S. | Email with R. Heller, M. Maass, N. Labovitz re BMLP request for additional surety bond materials (0.5); revise draft response to BMLP re same (0.2). | 0.7 |
| 05/07/25 | Worenklein, Elie J. | Call with R. Heller re response to BMLP request for more surety discovery. | 0.5 |
| 05/07/25 | Heller, Rory | Draft response to BMLP surety questions (3.8); discuss same with E. Worenklein (0.5). | 4.3 |
| 05/07/25 | Maass, Molly Baltimore | Email Debevoise team re response to surety subpoenas. | 0.4 |
| 05/08/25 | Heller, Rory | Compile responsive documents to BMLP's surety questions. | 2.7 |
| 05/08/25 | Maass, Molly Baltimore | Coordinate bank productions upload (0.3); email next steps update to litigation team re same (0.3). | 0.6 |
| 05/09/25 | Koboci, Shefit | Review weekly postpetition cash transfers reporting to BMLP. | 0.1 |
| 05/12/25 | Heller, Rory | Schedule call with Y. Dong [CCA] and J. Yang [CCA] re surety production (0.3); review same (0.8). | 1.1 |
| 05/12/25 | Kheifets, Liza | Coordinate secure data transfer re bank document production. | 1.8 |
| 05/13/25 | Labovitz, M. Natasha | Review status of surety discovery responses (0.2); correspond with E. Weisgerber and R. Heller re same (0.1); call with E. Weisgerber re surety responses (0.2). | 0.5 |
| 05/13/25 | Weisgerber, Erica S. | Review and comment on surety chart for BMLP request (0.3); email with N. Labovitz and R. Heller re same (0.2); call with N. Labovitz re same (0.2). | 0.7 |
| 05/13/25 | Worenklein, Elie J. | Participate in call with R. Heller and J. Wang [CCA] and Y. Dong [CCA] re additional BMLP surety demands (0.5); call with R. Heller re same (0.2). | 0.7 |
| 05/13/25 | Heller, Rory | Draft surety register (5.1); meet with Y. Dong [CCA], J. Yang [CCA] and E. Worenklein to discuss same (0.5); discuss same with E. Worenklein (0.2); correspond with E. Weisgerber and N. Labovitz re same (0.3). | 6.1 |
| 05/13/25 | Maass, Molly Baltimore | Review third-party bank productions. | 1.1 |
| 05/13/25 | Slobodkin, Yury G. | Coordinate with R. Heller re third-party bank production file platform setup. | 1.0 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|---|-------|
| 05/14/25 | Heller, Rory | Compile surety production. | 0.2 |
| 05/14/25 | Maass, Molly Baltimore | Review third-party bank productions. | 0.1 |
| 05/14/25 | Slobodkin, Yury G. | Coordinate FTP upload re surety production. | 0.5 |
| 05/15/25 | Labovitz, M. Natasha | Review draft cash reporting for BMLP. | 0.2 |
| 05/15/25 | Heller, Rory | Correspond with Y. Dong [CCA] re surety production (0.2); review same (1.9). | 2.1 |
| 05/15/25 | Maass, Molly Baltimore | Review third-party bank productions. | 1.5 |
| 05/16/25 | Worenklein, Elie J. | Call with S. Koboci re BMLP cash reporting. | 0.1 |
| 05/16/25 | Heller, Rory | Review updated surety register. | 0.4 |
| 05/16/25 | Koboci, Shefit | Review postpetition weekly cash transfers for BMLP reporting (0.2); call with E. Worenklein re same (0.1); send same to BMLP (0.1). | 0.4 |
| 05/16/25 | Maass, Molly Baltimore | Review third-party bank productions (1.8); draft email to Debevoise team and client re same (0.5). | 2.3 |
| 05/16/25 | Zhou, Xiaoxiao | Review and analyze 2004 subpoena productions from banks. | 1.7 |
| 05/19/25 | Goodman, Mark P. | Email N. Labovitz re Bank of America production in response to subpoena. | 0.2 |
| 05/19/25 | Labovitz, M. Natasha | Review M. Goodman email re Bank of America production to BMLP. | 0.2 |
| 05/19/25 | Weisgerber, Erica S. | Email with R. Heller re surety-related materials for BMLP request. | 0.2 |
| 05/19/25 | Heller, Rory | Update draft surety register (2.1); correspond with Y. Dong [CCA] re same (0.5). | 2.6 |
| 05/19/25 | Maass, Molly Baltimore | Correspond with Debevoise team re summary of 2004 bank productions (0.3); draft email to client re same (0.3); coordinate with data management team to transmit copy of production to client (0.2). | 0.8 |
| 05/19/25 | Kheifets, Liza | Coordinate with M. Maass re bank production transmission to client. | 0.5 |
| 05/20/25 | Labovitz, M. Natasha | Correspond with R. Heller and E. Weisgerber re status of surety production. | 0.2 |
| 05/20/25 | Weisgerber, Erica S. | Email with R. Heller re response to BMLP surety materials requests. | 0.1 |
| 05/20/25 | Worenklein, Elie J. | Review updated summary of BMLP requested surety information and open items (0.5); phone call with R. Heller re BMLP surety requests (0.4). | 0.9 |
| 05/20/25 | Heller, Rory | Update surety production response (0.7); email with E. Weisgerber re same (0.1); discuss same with E. Worenklein (0.4); correspond with Y. Dong [CCA] and J. Yang [CCA] re same (0.3). | 1.5 |
| 05/20/25 | Maass, Molly Baltimore | Correspond with X. Zhou re review of 2004 discovery. | 0.2 |
| 05/20/25 | Zhou, Xiaoxiao | Prepare analysis of rule 2004 subpoena production from Deutsche Bank. | 7.3 |

| Date | Timekeeper | Narrative | Hours |
|--------------------|------------------------|---|-------------|
| 05/21/25 | Labovitz, M. Natasha | Review surety information and cover email for production. | 0.4 |
| 05/21/25 | Weisgerber, Erica S. | Review surety discovery register (0.2); email with R. Heller and BMLP re same (0.3). | 0.5 |
| 05/21/25 | Worenklein, Elie J. | Discuss surety production with R. Heller, Y. Dong [CCA], and J. Yang [CCA] (0.7); mark up draft surety register (0.4); discuss response with R. Heller (0.2); revise email to BMLP re surety discovery requests (0.3). | 1.6 |
| 05/21/25 | Heller, Rory | Review and update draft surety register (0.8); discuss surety production with E. Worenklein, Y. Dong [CCA], and J. Yang [CCA] (0.7); correspond with Y. Dong [CCA], and J. Yang [CCA] re same (0.3); discuss draft response to BMLP with E. Worenklein (0.2); draft response to BMLP (1.6); email with M. Maass re rule 2004 surety subpoenas (0.3); respond to BMLP (0.2). | 4.1 |
| 05/21/25 | Maass, Molly Baltimore | Correspond with R. Heller re rule 2004 surety subpoenas (0.3); draft email to X. Zhou re workstream re bank and surety 2004 subpoenas (0.5). | 0.8 |
| 05/21/25 | Zhou, Xiaoxiao | Review and prepare analysis re production from Deutsche Bank. | 3.7 |
| 05/23/25 | Labovitz, M. Natasha | Review weekly cash transfer reporting to BMLP. | 0.2 |
| 05/23/25 | Worenklein, Elie J. | Comment on weekly cash reporting for BMLP. | 0.2 |
| 05/23/25 | Heller, Rory | Draft update email to surety providers (1.1); circulate same to J. Yang [CCA] (0.1). | 1.2 |
| 05/23/25 | Slobodkin, Yury G. | Coordinate document download re discovery. | 0.3 |
| 05/28/25 | Labovitz, M. Natasha | Review summary of bank document production and related questions. | 0.3 |
| 05/28/25 | Weisgerber, Erica S. | Email with client re BMLP subpoenaed bank documents. | 0.2 |
| 05/28/25 | Heller, Rory | Review surety production (1.1); correspond with Y. Dong [CCA] re surety production (0.6). | 1.7 |
| 05/28/25 | Maass, Molly Baltimore | Email with client re third-party bank productions (0.1); email X. Zhou re same (0.1). | 0.2 |
| 05/29/25 | Goodman, Mark P. | Email Debevoise team re documents produced in response to BMLP's subpoenas to banks. | 0.2 |
| 05/29/25 | Zhou, Xiaoxiao | Prepare summary of Deutsche Bank production and report to client. | 0.4 |
| 05/30/25 | Labovitz, M. Natasha | Review cash transactions reporting for BMLP. | 0.2 |
| 05/30/25 | Worenklein, Elie J. | Comment on weekly BMLP reporting. | 0.3 |
| 05/30/25 | Koboci, Shefit | Review weekly postpetition cash transfers (0.1); send same to BMLP (0.1). | 0.2 |
| Total Hours | | | 65.9 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|------------------------|--------------|-------------|--------------------|
| Partner | Goodman, Mark P. | 0.4 | 2,317.50 | 927.00 |
| | Labovitz, M. Natasha | 2.8 | 2,317.50 | 6,489.00 |
| | Weisgerber, Erica S. | 2.4 | 2,025.00 | 4,860.00 |
| | Partner Total | 5.6 | | \$12,276.00 |
| Counsel | Worenklein, Elie J. | 4.6 | 1,620.00 | 7,452.00 |
| | Counsel Total | 4.6 | | \$7,452.00 |
| Associate | Maass, Molly Baltimore | 8.3 | 1,471.50 | 12,213.45 |
| | Zhou, Xiaoxiao | 13.1 | 1,458.00 | 19,099.80 |
| | Heller, Rory | 28.0 | 1,287.00 | 36,036.00 |
| | Koboci, Shefit | 1.1 | 1,192.50 | 1,311.75 |
| | Associate Total | 50.5 | | \$68,661.00 |
| Legal Assistant | Park, Junho | 1.1 | 522.00 | 574.20 |
| | Legal Assistant Total | 1.1 | | \$574.20 |
| Disc / Data Mgt | Kheyfets, Liza | 2.3 | 553.50 | 1,273.05 |
| | Slobodkin, Yury G. | 1.8 | 436.50 | 785.70 |
| | Disc / Data Mgt Total | 4.1 | | \$2,058.75 |
| Matter Total | | 65.9 | | \$91,021.95 |



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June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491623

Client Matter 27188.1009

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with CORPORATE GOVERNANCE & BOARD MATTERS

| | |
|---------------------------|--------------------|
| Fees | \$69,904.35 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$69,904.35 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/02/25 | Heller, Rory | Draft minutes from board meeting. | 0.3 |
| 05/05/25 | Goodman, Mark P. | Attend board meeting. | 0.5 |
| 05/05/25 | Labovitz, M. Natasha | Comment on board update (0.1); prepare for board call (0.2); attend board update discussion (0.5); correspond with E. Abrams and Cole Schotz re special committee process (0.1). | 0.9 |
| 05/05/25 | Heller, Rory | Take board minutes (0.5); coordinate special committee meeting (0.7). | 1.2 |
| 05/05/25 | Koboci, Shefit | Send board materials for meeting to E. Worenklein for review (0.2); draft board agenda for meeting (0.1); correspond with N. Labovitz re same (0.2). | 0.5 |
| 05/06/25 | Worenklein, Elie J. | Meet with R. Heller re board meeting and materials for next meeting. | 0.4 |
| 05/06/25 | Heller, Rory | Discuss board meeting recap with E. Worenklein. | 0.4 |
| 05/07/25 | Labovitz, M. Natasha | Correspond with R. Heller re preparation of materials for upcoming board meeting. | 0.3 |
| 05/07/25 | Worenklein, Elie J. | Email with Debevoise team re board presentation (0.5); revise draft board presentation on plan process (0.8). | 1.3 |
| 05/07/25 | Heller, Rory | Draft board minutes (0.2); correspond with S. Koboci re chapter 11 board deck (0.2); correspond with N. Labovitz re board meeting (0.1). | 0.5 |
| 05/07/25 | Koboci, Shefit | Draft slide deck re board meeting (2.4); correspond with R. Heller re same (0.2). | 2.6 |
| 05/08/25 | Labovitz, M. Natasha | Review and comment on revised board update (0.2); correspond with E. Worenklein re agenda/talking points for special committee call (0.2). | 0.4 |
| 05/08/25 | Worenklein, Elie J. | Correspond with N. Labovitz re special committee call (0.3); further mark up board presentation (0.4); correspond with S. Koboci re same (0.2); phone call with R. Heller re board presentation (0.3); further revise board presentation (0.4). | 1.6 |
| 05/08/25 | Heller, Rory | Draft and send update to the board (0.7); phone call with E. Worenklein re board presentation (0.3); correspond with S. Koboci re same (0.2); revise board materials (0.6); circulate same to N. Labovitz (0.3). | 2.1 |
| 05/08/25 | Koboci, Shefit | Correspond with E. Worenklein re board presentation (0.2); correspond with R. Heller re same (0.2); revise draft board presentation (1.1). | 1.5 |
| 05/09/25 | Labovitz, M. Natasha | Attend special committee call with E. Weisgerber, R. Heller, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], E. Abrams and E. Blum (1.1); review and comment on board materials for May 12 (0.4); correspond with S. Koboci re same (0.1). | 1.6 |
| 05/09/25 | Weisgerber, Erica S. | Attend meeting with special committee, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], N. Labovitz, and R. Heller. | 1.1 |
| 05/09/25 | Heller, Rory | Attend special committee meeting to take notes for minutes. | 1.1 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/09/25 | Koboci, Shefit | Draft revised board presentation (0.4); correspond with N. Labovitz re same (0.2); further revise board presentation to reflect current status (0.4); send same to Cole Schotz team (0.2). | 1.2 |
| 05/10/25 | Goodman, Mark P. | Reviewed draft board deck and email Debevoise team re same. | 0.2 |
| 05/11/25 | Goodman, Mark P. | Revise board deck (0.2); email with N. Labovitz re same (0.1). | 0.3 |
| 05/11/25 | Labovitz, M. Natasha | Finalize board materials for distribution. | 0.2 |
| 05/11/25 | Worenklein, Elie J. | Email with Cole Schotz team re draft board presentation (0.3); incorporate comments and update board presentation (0.6). | 0.9 |
| 05/11/25 | Koboci, Shefit | Correspond with E. Worenklein re board materials (0.2); send board materials to CCA board in advance of meeting (0.1). | 0.3 |
| 05/12/25 | Goodman, Mark P. | Attend [partial] board meeting. | 0.7 |
| 05/12/25 | Labovitz, M. Natasha | Prepare for board update call (0.2); attend same (0.9). | 1.1 |
| 05/12/25 | Worenklein, Elie J. | Phone call with R. Heller re recap of board meeting. | 0.3 |
| 05/12/25 | Heller, Rory | Correspond with J. Park re board materials (0.1); take board minutes (0.9); circulate transcript to board (0.2); call with E. Worenklein re board meeting (0.3). | 1.5 |
| 05/12/25 | Park, Junho | Correspond with R. Heller re board meeting (0.2); present Zoom slides at board meeting (0.9). | 1.1 |
| 05/18/25 | Worenklein, Elie J. | Mark up draft board presentation deck. | 0.8 |
| 05/19/25 | Goodman, Mark P. | Review board deck (0.1); participate in board call (0.6). | 0.7 |
| 05/19/25 | Labovitz, M. Natasha | Review and comment on draft board materials (0.4); attend board update call with M. Goodman and R. Heller (0.6). | 1.0 |
| 05/19/25 | Worenklein, Elie J. | Further mark up draft board materials (0.3); email S. Koboci re comments (0.2); draft update email to the board re draft reply brief (0.3). | 0.8 |
| 05/19/25 | Heller, Rory | Attend board meeting to take minutes (0.6); review board materials (0.5); draft board minutes (1.8). | 2.9 |
| 05/19/25 | Koboci, Shefit | Correspond with E. Worenklein re draft board presentation (0.2); revise same (0.3); further revise board deck per comments from N. Labovitz (0.7). | 1.2 |
| 05/19/25 | Park, Junho | Prepare for board meeting (0.1); present Zoom slides at board meeting (0.6). | 0.7 |
| 05/20/25 | Heller, Rory | Draft minutes of board meeting. | 0.9 |
| 05/21/25 | Labovitz, M. Natasha | Correspond with E. Abrams re scheduling special committee call and board update call. | 0.2 |
| 05/21/25 | Heller, Rory | Draft board minutes (1.4); coordinate rescheduling of board meeting (0.4). | 1.8 |
| 05/22/25 | Labovitz, M. Natasha | Correspond with R. Heller re board update re hearing. | 0.2 |
| 05/22/25 | Heller, Rory | Draft and circulate hearing update to the board. | 0.8 |
| 05/23/25 | Goodman, Mark P. | Attend board meeting (0.4); participate in special committee meeting (0.6). | 1.0 |

| Date | Timekeeper | Narrative | Hours |
|-------------|----------------------|---|-------|
| 05/23/25 | Labovitz, M. Natasha | Prepare for board update call (0.3); attend board call (0.4); attend special committee call (0.6); call with F. Yudkin [Cole Schotz] (0.2). | 1.5 |
| 05/23/25 | Heller, Rory | Participate in board meeting (0.4); attend special committee meeting (0.6); circulate board minutes for review (0.5); circulate internal update on board meeting to team (0.5). | 2.0 |
| 05/30/25 | Goodman, Mark P. | Call with E. Worenklein re board meeting. | 0.3 |
| 05/30/25 | Labovitz, M. Natasha | Prepare for upcoming board call. | 0.3 |
| 05/30/25 | Worenklein, Elie J. | Phone call with M. Goodman re prep for board meeting (0.3); review board presentation (0.8). | 1.1 |
| Total Hours | | | 44.3 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|-----------------------|--------------|-------------|--------------------|
| Partner | Goodman, Mark P. | 3.7 | 2,317.50 | 8,574.75 |
| | Labovitz, M. Natasha | 7.7 | 2,317.50 | 17,844.75 |
| | Weisgerber, Erica S. | 1.1 | 2,025.00 | 2,227.50 |
| | Partner Total | 12.5 | | \$28,647.00 |
| Counsel | Worenklein, Elie J. | 7.2 | 1,620.00 | 11,664.00 |
| | Counsel Total | 7.2 | | \$11,664.00 |
| Associate | Heller, Rory | 15.5 | 1,287.00 | 19,948.50 |
| | Koboci, Shefit | 7.3 | 1,192.50 | 8,705.25 |
| | Associate Total | 22.8 | | \$28,653.75 |
| Legal Assistant | Park, Junho | 1.8 | 522.00 | 939.60 |
| | Legal Assistant Total | 1.8 | | \$939.60 |
| Matter Total | | 44.3 | | \$69,904.35 |



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June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491619

Client Matter 27188.1004

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with DIP FINANCING

| | |
|---------------------------|--------------------|
| Fees | \$33,147.00 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$33,147.00 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/01/25 | Labovitz, M. Natasha | Correspond with J. Cohen [Lowenstein] re DIP budget and potential changes to reflect examiner costs (0.3); send email to E. Weisgerber re same (0.2). | 0.5 |
| 05/02/25 | Labovitz, M. Natasha | Correspond with E. Worenklein and S. Koboci re DIP reporting item (0.2); review and comment on correspondence re same (0.2); review calendar of all DIP deliverables (0.2). | 0.6 |
| 05/02/25 | Worenklein, Elie J. | Call with A. Behlmann [Lowenstein] re DIP deliverables (0.5); draft email to A. Behlmann [Lowenstein] re DIP reporting (0.3); call with J. Schwarz [BDO] re DIP budget and other related workstreams (0.7); review DIP agreement re deliverables (0.1); call with E. Blum [BDO] re DIP budget questions (0.8); email with N. Labovitz and S. Koboci re recap of call with BDO and reporting (0.4); call with S. Koboci re same (0.3). | 3.1 |
| 05/02/25 | Koboci, Shefit | Correspond with N. Labovitz and E. Worenklein re DIP reporting (0.3); call with E. Worenklein re same (0.3). | 0.6 |
| 05/03/25 | Koboci, Shefit | Correspond with BMLP re revised DIP budget. | 0.2 |
| 05/04/25 | Worenklein, Elie J. | Phone call with E. Blum [BDO] re questions on DIP monthly reporting and disclosures for DIP Lender and BMLP. | 0.3 |
| 05/05/25 | Worenklein, Elie J. | Phone call with E. Blum [BDO] re DIP budget and potential future draws (0.4); phone call with J. Schwarz [BDO] re DIP budget questions (0.3). | 0.7 |
| 05/07/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re DIP deliverables. | 0.2 |
| 05/07/25 | Worenklein, Elie J. | Email with N. Labovitz re DIP deliverables. | 0.2 |
| 05/08/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re DIP reporting and preparation of financials. | 0.2 |
| 05/08/25 | Worenklein, Elie J. | Email with N. Labovitz re DIP reporting. | 0.2 |
| 05/08/25 | Koboci, Shefit | Correspond with A. Del Piano [BDO] re DIP reporting. | 0.2 |
| 05/09/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re DIP reporting (0.1); review annual report (0.2). | 0.3 |
| 05/09/25 | Worenklein, Elie J. | Correspond with N. Labovitz re DIP reporting (0.1); call with S. Koboci re DIP open items (0.3). | 0.4 |
| 05/09/25 | Koboci, Shefit | Correspond with A. Del Piano [BDO] re DIP reporting (0.1); review downward principal adjustment report (0.2); review cashflow budget v. actual report (0.2); review consolidated financials (0.2); call with E. Worenklein re same and other matters (0.3) send DIP reporting to Lowenstein and BMLP teams (0.4). | 1.4 |
| 05/12/25 | Labovitz, M. Natasha | Correspond with Lowenstein team re DIP budget and upcoming draws. | 0.2 |
| 05/13/25 | Worenklein, Elie J. | Phone call with J. Schwarz [BDO] re DIP call with Lowenstein and other workstreams. | 0.6 |
| 05/14/25 | Worenklein, Elie J. | Phone call with J. Schwarz [BDO] re DIP draw and cash needs (0.3); draft email to Lowenstein team re call with BDO re DIP needs (0.1). | 0.4 |

| Date | Timekeeper | Narrative | Hours |
|--------------------|----------------------|--|-------------|
| 05/16/25 | Labovitz, M. Natasha | Call with E. Worenklein, S. Koboci, BDO team and Lowenstein team re upcoming DIP draw and related questions. | 0.3 |
| 05/16/25 | Worenklein, Elie J. | Zoom with E. Blum [BDO], J. Schwarz [BDO], N. Labovitz, S. Koboci and Lowenstein team re DIP budget updates and related operational issues. | 0.3 |
| 05/16/25 | Koboci, Shefit | Call with Lowenstein team, BDO team, N. Labovitz and E. Worenklein re DIP open items. | 0.3 |
| 05/19/25 | Worenklein, Elie J. | Phone call with E. Blum [BDO] re DIP draw (0.1); prepare DIP draw notice (0.3); call with BDO team re DIP draw, MOR and other open workstreams (0.5); call with C. Zhang [CCA] re DIP draw request (0.1). | 1.0 |
| 05/21/25 | Labovitz, M. Natasha | Correspond with J. Schwarz [BDO] re DIP compliance. | 0.1 |
| 05/21/25 | Koboci, Shefit | Correspond with R. Heller re DIP balance and draw dates (0.3); correspond with BDO team re same (0.1); correspond with Lowenstein team re upcoming DIP draw (0.2). | 0.6 |
| 05/23/25 | Labovitz, M. Natasha | Review notice of DIP borrowing. | 0.1 |
| 05/27/25 | Labovitz, M. Natasha | Correspond with S. Koboci and E. Blum [BDO] re DIP draw certifications (0.2); review company certification re same (0.1); review April DIP adjustment (0.3); correspond with J. Schwarz [BDO] re same (0.1). | 0.7 |
| 05/27/25 | Worenklein, Elie J. | Review DIP credit agreement (0.2); phone calls with E. Blum [BDO] re DIP draw and DIP reporting obligations (0.5); revise draft email to CCA re representations and warranties (0.3); phone call with S. Koboci re DIP draw (0.2); email with BDO team re DIP draw and DIP adjustment calculation (0.2). | 1.4 |
| 05/27/25 | Koboci, Shefit | Review representations and warranties in connection with DIP draw (1.4); correspond with N. Labovitz and E. Blum [BDO] re same (0.1); draft summary of representations and warranties for CCA confirmation (0.9); call with E. Worenklein re same (0.2). | 2.6 |
| 05/28/25 | Labovitz, M. Natasha | Correspond with E. Blum [BDO] re DIP compliance and downward adjustment (0.3); review update re DIP draw (0.1). | 0.4 |
| 05/28/25 | Worenklein, Elie J. | Phone call with J. Schwarz [BDO] re DIP draw, DIP reporting and other workstreams. | 0.5 |
| 05/29/25 | Labovitz, M. Natasha | Correspond with E. Blum [BDO] re DIP adjustment and reporting. | 0.3 |
| 05/30/25 | Labovitz, M. Natasha | Review DIP downward adjustments reporting. | 0.3 |
| 05/30/25 | Worenklein, Elie J. | Correspond with S. Koboci re financial statements. | 0.2 |
| 05/30/25 | Koboci, Shefit | Review downward adjustment of principal documentation (0.3); review consolidated balance sheet and income statement (0.3); correspond with E. Worenklein re same (0.3); correspond with Lowenstein team re same (0.2). | 1.1 |
| Total Hours | | | 20.5 |

27188.1004 – DIP FINANCING

Invoice Number: 2491619

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|----------------------|--------------|-------------|--------------------|
| Partner | Labovitz, M. Natasha | 4.2 | 2,317.50 | 9,733.50 |
| | Partner Total | 4.2 | | \$9,733.50 |
| Counsel | Worenklein, Elie J. | 9.3 | 1,620.00 | 15,066.00 |
| | Counsel Total | 9.3 | | \$15,066.00 |
| Associate | Koboci, Shefit | 7.0 | 1,192.50 | 8,347.50 |
| | Associate Total | 7.0 | | \$8,347.50 |
| Matter Total | | 20.5 | | \$33,147.00 |



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June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491625

Client Matter 27188.1017

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with EMPLOYMENT & FEE APPLICATIONS

| | |
|---------------------------|---------------------|
| Fees | \$113,787.90 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$113,787.90 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/01/25 | Goodman, Mark P. | Email to Debevoise team re BMLP's objection to Duane Morris retention. | 0.2 |
| 05/01/25 | Labovitz, M. Natasha | Review final version of fee statements (0.3); correspond with E. Worenklein and B. Mishkin re same (0.4); review email from B. Theisen [Gibbons] expressing BMLP position on Duane Morris retention (0.2); correspond with F. Yudkin [CCA], W. Usatine [CCA] and E. Worenklein re same (0.4); further review correspondence from BMLP and with F. Yudkin [Cole Schotz] re same (0.3); respond to B. Theisen [Gibbons] questions re Debevoise fees (0.2). | 1.8 |
| 05/01/25 | Weisgerber, Erica S. | Email with F. Yudkin [Cole Schotz] re BMLP position on Duane Morris retention (0.1); email with N. Labovitz, M. Goodman, M. Maass re follow-ups to same and response to same (0.5); email with E. Worenklein re fee application (0.3). | 0.9 |
| 05/01/25 | Worenklein, Elie J. | Draft email to CCA re final review of fee application (0.2); email with E. Weisgerber re fee applications (0.2). | 0.4 |
| 05/01/25 | Heller, Rory | Review BMLP response to revised Duane Morris retention order. | 0.9 |
| 05/01/25 | Koboci, Shefit | Review March fee statement (3.9); correspond with J. Park re same (0.2). | 4.1 |
| 05/01/25 | Park, Junho | Correspond with team re fee statement status (0.4); summarize preliminary fee amounts for E. Worenklein review (0.4); email with S. Koboci re exhibits to February and March fee statement (0.2); prepare fee statement chart for February (1.7); update fee statement for February (0.9). | 3.6 |
| 05/02/25 | Goodman, Mark P. | Email re Duane Morris retention. | 0.2 |
| 05/02/25 | Labovitz, M. Natasha | Call with W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], E. Weisgerber and E. Worenklein to discuss CCA response to BMLP's objection to Duane Morris retention (0.3); coordinate finalizing and filing of Debevoise fee statement (0.2); review and comment on draft of response to BMLP objection to Duane Morris (0.3). | 0.8 |
| 05/02/25 | Weisgerber, Erica S. | Participate in call with Debevoise team and Cole Schotz team re response to Duane Morris application and examiner call. | 0.3 |
| 05/02/25 | Worenklein, Elie J. | Review draft reply for Duane Morris retention (0.5); phone call with R. Heller re reply to Duane Morris objection (0.3); phone call with N. Labovitz, E. Weisgerber, W. Usatine [Cole Schotz] and F. Yudkin [Cole Schotz] re statement in response to Duane Morris application and recap of call with examiner (0.3). | 1.1 |
| 05/02/25 | Heller, Rory | Draft limited response to Duane Morris retention objection (2.5); discuss same with E. Worenklein (0.3). | 2.8 |
| 05/02/25 | Mishkin, Benjamin | Review March fee statements. | 1.5 |
| 05/02/25 | Park, Junho | Finalize fee statement (0.9); update E. Worenklein, S. Koboci, and B. Mishkin re final revisions (0.1); review exhibits re expenses (0.4); send comments re further edits to Duane Morris reply to R. Heller (0.1). | 1.5 |
| 05/03/25 | Goodman, Mark P. | Email re retention of Duane Morris and BMLP's allegations in opposition to same. | 0.2 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/03/25 | Labovitz, M. Natasha | Review revised draft response to BMLP pleading (0.2); provide comments and edits re same (0.2). | 0.4 |
| 05/03/25 | Worenklein, Elie J. | Draft response re questions for Duane Morris reply statement (0.3); mark up revised draft (0.3). | 0.6 |
| 05/03/25 | Park, Junho | Prepare disbursement report for February and March fee statement (0.9); update E. Worenklein, B. Mishkin, and S. Koboci re same (0.2); prepare drafts of March and April fee statements and summary charts of same (1.4); send revisions to E. Worenklein re Duane Morris reply (0.2); update E. Worenklein re fee application workstream status (0.2). | 2.9 |
| 05/04/25 | Goodman, Mark P. | Review and revise draft brief in response to BMLP's objection to Duane Morris retention (0.3); email to Debevoise team re same (0.2). | 0.5 |
| 05/04/25 | Labovitz, M. Natasha | Comment on final reply statement re BMLP objection to Duane Morris retention (0.2); correspond with E. Worenklein re additional factual background for same (0.4); respond to question from E. Abrams re same (0.2). | 0.8 |
| 05/04/25 | Worenklein, Elie J. | Further revise draft response to Duane Morris retention application (1.7); correspond with N. Labovitz re incorporating comments (0.8); email with C. Zhang [CCA] re draft response (0.4); email with E. Abrams re draft response (0.3); draft email to FGS re same (0.1). | 3.3 |
| 05/04/25 | Heller, Rory | Update limited response to Duane Morris retention objection (1.9); send email update to M. Goodman re same (0.2). | 2.1 |
| 05/04/25 | Park, Junho | Update fee statement for monthly fee requests (2.0); correspond with N. Labovitz re same (0.2); correspond with E. Worenklein re edits to Duane Morris reply (0.3). | 2.5 |
| 05/05/25 | Labovitz, M. Natasha | Review fee statement (0.2); correspond with J. Park re fee statement same (0.2). | 0.4 |
| 05/05/25 | Park, Junho | Prepare February fee statement (3.1); submit disbursement revisions to accounting (0.3); further incorporate comments to February fee application (2.3); correspond with N. Labovitz re fee statement status (0.2); update E. Worenklein re same (0.2). | 6.1 |
| 05/06/25 | Worenklein, Elie J. | Mark up draft fee statement. | 0.4 |
| 05/06/25 | Mishkin, Benjamin | Call with J. Park re February fee statement. | 0.2 |
| 05/06/25 | Park, Junho | Incorporate further comments to February fee statements (2.4); call with B. Mishkin re February fee statement (0.2); update February statement cover (0.6); begin April fee statement review (1.3); send updates to internal team (0.3). | 4.8 |
| 05/07/25 | Labovitz, M. Natasha | Correspond with team re retention question for ordinary course professional firm. | 0.2 |
| 05/07/25 | Worenklein, Elie J. | Call with J. Park re finalizing fee statement (0.3); review and comment on revised February fee statement (2.5); call with J. Park re further update (0.4). | 3.2 |
| 05/07/25 | Koboci, Shefit | Review and comment on March fee statement. | 1.8 |

| Date | Timekeeper | Narrative | Hours |
|----------|---------------------|--|-------|
| 05/07/25 | Park, Junho | Call with E. Worenklein re February fee statement (0.3); update disbursements for February statement (1.3); call with E. Worenklein re further updates (0.4); update fee statement pleading for attorney review (1.1). | 3.1 |
| 05/08/25 | Worenklein, Elie J. | Draft email to Cole Schotz team re additional ordinary course professional firms (0.2); comment on draft engagement letter to appellate counsel (0.3). | 0.5 |
| 05/08/25 | Koboci, Shefit | Correspond with J. Park re March invoices (0.2); review comments to March invoices and send same to J. Park and B. Mishkin for further review (0.5). | 0.7 |
| 05/08/25 | Mishkin, Benjamin | Review monthly fee statement (1.1); call with J. Park re same (0.6); send same to N. Labovitz for review (0.1); review updated fee statement and cover letter (1.2); send same to N. Labovitz for review (0.1). | 3.1 |
| 05/08/25 | Park, Junho | Correspond with S. Koboci re March fee statement (0.2); further update re same (3.0); phone call with B. Mishkin re questions (0.6); send fee statement charts to B. Mishkin (0.2). | 4.0 |
| 05/09/25 | Worenklein, Elie J. | Mark up notice of supplemental OCP retention. | 0.3 |
| 05/09/25 | Mishkin, Benjamin | Review March fee statements (0.8); call with J. Park re April review (0.2); review April fee statement invoices (1.6). | 2.6 |
| 05/09/25 | Park, Junho | Update March exhibits (0.3); call with B. Mishkin re April (0.2); update April fee statements (3.2). | 3.7 |
| 05/12/25 | Park, Junho | Further mark up March fee statements and disbursements (2.7); mark up April exhibits for S. Koboci and B. Mishkin review (1.3). | 4.0 |
| 05/13/25 | Park, Junho | Update March fee statement exhibits (1.6); incorporate E. Worenklein comments to fee statements (1.8); circulate update to team for review (0.2). | 3.6 |
| 05/14/25 | Park, Junho | Update comments to April fee statement (2.3); update N. Labovitz re status (0.1). | 2.4 |
| 05/15/25 | Worenklein, Elie J. | Mark up cover statement for March fee application (0.3); meet with J. Park re same (0.2); email with C. Zhang [CCA] re ordinary course professional disclosures (0.2). | 0.7 |
| 05/15/25 | Mishkin, Benjamin | Review March fee statement invoices and cover letter. | 1.9 |
| 05/15/25 | Park, Junho | Correspond with team re March fee statement status and revisions (0.6); meet with E. Worenklein re March fee statement status (0.2); incorporate further comments re same (1.1). | 1.9 |
| 05/16/25 | Worenklein, Elie J. | Phone call with J. Park re revisions to fee application and next steps. | 0.6 |
| 05/16/25 | Park, Junho | Update E. Worenklein re fee statement status (0.3); phone call with E. Worenklein re comments to same (0.6); finalize March fee statement for N. Labovitz review (1.4). | 2.3 |
| 05/17/25 | Park, Junho | Check interested party list status (0.2); email A. Del Piano [BDO] re same (0.1). | 0.3 |
| 05/19/25 | Goodman, Mark P. | Review reply in support of Duane Morris retention. | 0.2 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/19/25 | Labovitz, M. Natasha | Review Duane Morris reply brief. | 0.2 |
| 05/19/25 | Park, Junho | Update April fee statement (2.0); correspond with E. Worenklein re certificate of no objection and fee status (0.3). | 2.3 |
| 05/20/25 | Labovitz, M. Natasha | Review and sign off on declaration for fee statement certificate of no objection (0.2); correspond with E. Worenklein and J. Park re same (0.1). | 0.3 |
| 05/20/25 | Worenklein, Elie J. | Phone call with A. Milliaressis [Cole Schotz] re certificate of no objection re fee statement (0.2); correspond with J. Park and N. Labovitz re certificate of no objection to monthly fee statement (0.2); correspond with J. Park re fee statement status (0.1); email with BDO team re status of CCA fee applications (0.2). | 0.7 |
| 05/20/25 | Park, Junho | Send status update to N. Labovitz and E. Worenklein re certificate of no objection to December/January fee statement (0.2); provide status update to E. Worenklein re fee statements for March and April (0.4); update April fee statement for E. Worenklein review (1.5). | 2.1 |
| 05/21/25 | Worenklein, Elie J. | Review and comment on updated February fee application (0.9); call with J. Park re same (0.3); correspond with team re final comments before filing (0.4). | 1.6 |
| 05/21/25 | Mishkin, Benjamin | Meet with J. Park re February fee statement (0.4); send fee statement to C. Zhang [CCA] for review (0.2); coordinate with Cole Schotz re filing same (0.4). | 1.0 |
| 05/21/25 | Park, Junho | Meet with B. Mishkin re February fee statement (0.4); phone call with E. Worenklein re same (0.3); finalize February fee statement for filing (1.6). | 2.3 |
| 05/23/25 | Mishkin, Benjamin | Mark up March fee statement. | 2.0 |
| 05/23/25 | Park, Junho | Update March fee statement for B. Mishkin review. | 2.9 |
| 05/24/25 | Park, Junho | Revise April fee statement. | 1.9 |
| 05/26/25 | Park, Junho | Send status update to Debevoise team re upcoming fee application deadlines (0.4); update fee statements (1.9). | 2.3 |
| 05/27/25 | Mishkin, Benjamin | Meet with J. Park re fee statement review (0.1); update interim fee application (0.1); review April fee statement exhibits for conformity with bankruptcy billing guidelines (3.1). | 3.3 |
| 05/27/25 | Park, Junho | Speak with B. Mishkin re interim fee application and fee statement status (0.1); send status update to E. Worenklein re same, filing deadlines and next steps (0.5); review May fee statement (0.6). | 1.2 |
| 05/28/25 | Labovitz, M. Natasha | Correspond with B. Mishkin re fee statement. | 0.1 |
| 05/28/25 | Worenklein, Elie J. | Meet with J. Park re fee statement workstreams and interim fee application. | 0.3 |
| 05/28/25 | Mishkin, Benjamin | Review April fee statement exhibits (2.4); speak to J. Park re same (0.1); email N. Labovitz re status of same (0.1). | 2.6 |
| 05/28/25 | Park, Junho | Meet with E. Worenklein fee statement workstreams and interim fee application (0.3); speak with B. Mishkin re same (0.1). | 0.4 |
| 05/29/25 | Labovitz, M. Natasha | Review and comment on March fee statement. | 1.6 |

| Date | Timekeeper | Narrative | Hours |
|--------------------|----------------------|--|--------------|
| 05/29/25 | Worenklein, Elie J. | Meet with J. Park re April fee statement (0.5); correspond with Cole Schotz team and S. Younger [Withers] re draft ordinary course professional disclosures (0.5). | 1.0 |
| 05/29/25 | Mishkin, Benjamin | Begin drafting first interim fee application. | 1.3 |
| 05/29/25 | Park, Junho | Incorporate N. Labovitz comments to March fee statement (1.4); meet with E. Worenklein re April fee statement (0.5). | 1.9 |
| 05/30/25 | Labovitz, M. Natasha | Correspond with J. Park re preparation of March fee statement (0.1); review materials re same (0.2). | 0.3 |
| 05/30/25 | Worenklein, Elie J. | Mark up draft cover statement for April fee statement (0.7); phone calls with J. Park re comments to fee applications (0.3). | 1.0 |
| 05/30/25 | Park, Junho | Prepare revisions to April fee statement (1.3); update E. Worenklein re fee statement status (0.1); prepare final draft of March fee statement (2.9); correspond with N. Labovitz re March fee statement (0.3); multiple calls with E. Worenklein re fee statement status (0.3). | 4.9 |
| Total Hours | | | 125.9 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|-----------------------|--------------|-------------|---------------------|
| Partner | Goodman, Mark P. | 1.3 | 2,317.50 | 3,012.75 |
| | Labovitz, M. Natasha | 6.9 | 2,317.50 | 15,990.75 |
| | Weisgerber, Erica S. | 1.2 | 2,025.00 | 2,430.00 |
| | Partner Total | 9.4 | | \$21,433.50 |
| Counsel | Worenklein, Elie J. | 15.7 | 1,620.00 | 25,434.00 |
| | Counsel Total | 15.7 | | \$25,434.00 |
| Associate | Heller, Rory | 5.8 | 1,287.00 | 7,464.60 |
| | Koboci, Shefit | 6.6 | 1,192.50 | 7,870.50 |
| | Mishkin, Benjamin | 19.5 | 801.00 | 15,619.50 |
| | Associate Total | 31.9 | | \$30,954.60 |
| Legal Assistant | Park, Junho | 68.9 | 522.00 | 35,965.80 |
| | Legal Assistant Total | 68.9 | | \$35,965.80 |
| Matter Total | | 125.9 | | \$113,787.90 |



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June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491618

Client Matter 27188.1027

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with EXAMINER

| | |
|---------------------------|---------------------|
| Fees | \$364,301.10 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$364,301.10 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|---|-------|
| 05/01/25 | Labovitz, M. Natasha | Draft email to E. Weisgerber re preparation for examiner meet-and-greet. | 0.2 |
| 05/02/25 | Labovitz, M. Natasha | Attend introductory call with T. Harrison [McDermott] and McDermott legal team with E. Weisgerber, E. Worenklein, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz] and F. Yudkin [Cole Schotz] (0.4); correspond with E. Weisgerber and M. Maass re gathering introductory materials for examiner (0.3). | 0.7 |
| 05/02/25 | Weisgerber, Erica S. | Prepare for meeting with examiner (0.1); meet with T. Harrison [McDermott], McDermott team, Cole Schotz team, N. Labovitz, and E. Worenklein (0.4); confer with M. Maass re materials for Examiner (0.2). | 0.7 |
| 05/02/25 | Worenklein, Elie J. | Participate in introductory call with McDermott team, N. Labovitz, E. Weisgerber, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz] and F. Yudkin [Cole Schotz]. | 0.4 |
| 05/02/25 | Godbe, Michael C. | Call with S. Koboci re examiner briefing (0.2); review precedent re same (0.2). | 0.4 |
| 05/02/25 | Koboci, Shefit | Call with M. Godbe re examiner scope brief (0.2); research examiner scope (1.7). | 1.9 |
| 05/02/25 | Maass, Molly Baltimore | Meet with E. Weisgerber re gathering initial set of materials for examiner. | 0.2 |
| 05/03/25 | Labovitz, M. Natasha | Correspond with M. Maass and E. Weisgerber re gathering documents for examiner. | 0.3 |
| 05/03/25 | Weisgerber, Erica S. | Email with N. Labovitz and M. Maass re compilation of documents for examiner. | 0.3 |
| 05/03/25 | Maass, Molly Baltimore | Correspond with N. Labovitz and E. Weisgerber re materials for examiner. | 0.2 |
| 05/04/25 | Labovitz, M. Natasha | Correspond with M. Maass re documents to provide to examiner. | 0.2 |
| 05/04/25 | Koboci, Shefit | Review examiner research (1.3); draft supplemental brief re scope and budget of examiner (3.9). | 5.2 |
| 05/04/25 | Maass, Molly Baltimore | Email with N. Labovitz re documents to examiner. | 0.1 |
| 05/05/25 | Labovitz, M. Natasha | Review and respond to questions from M. Maass re gathering documents for examiner. | 0.3 |
| 05/05/25 | Weisgerber, Erica S. | Email to examiner re initial requested documents (0.1); email with M. Maass and N. Labovitz re same (0.2). | 0.3 |
| 05/05/25 | Godbe, Michael C. | Review draft examiner brief (0.9); correspond with S. Koboci re same (0.2); speak with S. Koboci re revisions to same (0.3). | 1.4 |
| 05/05/25 | Koboci, Shefit | Correspond with M. Godbe re examiner scope (0.2); call with M. Godbe re same (0.3); revise examiner scope brief per guidance from M. Godbe (1.9). | 2.4 |
| 05/05/25 | Maass, Molly Baltimore | Prepare materials to send to examiner (0.2); correspond with E. Weisgerber and N. Labovitz re same (0.2). | 0.4 |
| 05/06/25 | Labovitz, M. Natasha | Respond to questions from litigation team re protective order precedent (0.3); correspond with E. Weisgerber and B. Theisen [Gibbons] re meet-and-confer for examiner scope (0.3). | 0.6 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|--|-------|
| 05/06/25 | Weisgerber, Erica S. | Review examiner proposed addendum to protective order (0.3); email with Debevoise team re same (0.4); review precedent Examiner addendums (0.4); follow up M. Maass re same (0.2). | 1.3 |
| 05/06/25 | Worenklein, Elie J. | Review precedent re examiner scope orders and sealing provisions (0.5); correspond with M. Godbe re same (0.3). | 0.8 |
| 05/06/25 | Godbe, Michael C. | Respond to S. Koboci question re examiner briefs (0.4); review draft of same (0.2); call with M. Maass re same (0.2); correspond with M. Maass re examiner report confidentiality (0.2); speak with J. Park re confidentiality research (0.2); research privilege issues (1.1). | 2.3 |
| 05/06/25 | Koboci, Shefit | Correspond with M. Godbe re examiner scope brief (0.4); draft revised examiner scope brief (2.9); correspond with M. Godbe re questions on examiner scope brief (0.3); further revise draft of examiner scope brief per comments from M. Godbe (1.0). | 4.6 |
| 05/06/25 | Maass, Molly Baltimore | Call with M. Godbe re scope of examiner motion (0.2); communicate with M. Godbe re same (0.2); review proposed language from examiner re confidentiality (0.2); review precedent re same (0.2); email with Debevoise team re same (0.1). | 0.9 |
| 05/06/25 | Park, Junho | Send examiner related research to M. Godbe (0.8); meet with M. Godbe re examiner research task (0.2); send further research to M. Godbe for review (1.1). | 2.1 |
| 05/07/25 | Goodman, Mark P. | Email to Debevoise team re examiner issues. | 0.2 |
| 05/07/25 | Labovitz, M. Natasha | Correspond with E. Weisgerber re BMLP meet-and-confer request on examiner scope (0.2); respond to B. Theisen [Gibbons] email re same (0.1); draft outline of examiner scope considerations (0.3); correspond with E. Weisgerber and M. Maass re finalizing examiner protective order (0.2). | 0.8 |
| 05/07/25 | Weisgerber, Erica S. | Email with Debevoise team re examiner protective order addendum (0.5); call with L. Barrett [McDermott] re same (0.1); email L Barrett [McDermott] re same (0.1); call with K. Going and T. Harrison [McDermott] re same and other examiner questions (0.3); email with BMLP re meet-and-confer re examiner scope (0.1); review research re examiner privilege issues (0.6); email M. Maass re same (0.3). | 2.0 |
| 05/07/25 | Worenklein, Elie J. | Research re examiner scope order (0.8); phone call with M. Maass re same (0.3); meet with M. Godbe re examiner supplemental brief (0.5); review M. Godbe's comments to supplemental examiner brief (0.6). | 2.2 |
| 05/07/25 | Godbe, Michael C. | Respond to emails re examiner privilege (0.2); correspond with S. Koboci re draft examiner brief (0.1); correspond with M. Maass re privilege (0.1); revise draft examiner brief (0.8); speak with E. Worenklein re scope of examination (0.5); correspond with S. Koboci re same (0.2). | 1.9 |
| 05/07/25 | Kirschenbaum, Deven | Edit examiner supplemental brief. | 1.4 |
| 05/07/25 | Koboci, Shefit | Correspond with M. Godbe re questions on examiner scope brief (0.3); incorporate M. Godbe comments to draft brief (2.1). | 2.4 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|--|-------|
| 05/07/25 | Maass, Molly Baltimore | Attend call with examiner counsel (0.3); email team re update from same (0.2); research re proposed confidentiality agreement (0.9); call with E. Worenklein re same (0.3); correspond with M. Godbe re privilege issues (0.2); email E. Weisgerber re same (0.3). | 2.2 |
| 05/07/25 | Mishkin, Benjamin | Research precedent re examiner order. | 1.4 |
| 05/08/25 | Labovitz, M. Natasha | Correspond with E. Weisgerber and E. Worenklein re meet-and-confer (0.2); correspond with E. Weisgerber re correcting examiner's erroneous understanding of litigation (0.2). | 0.4 |
| 05/08/25 | Weisgerber, Erica S. | Email with N. Labovitz and E. Worenklein re examiner scope issues and discussions with examiner (0.3); review examiner letter to Cole Schotz (0.1); correspond with N. Labovitz re same (0.2). | 0.6 |
| 05/08/25 | Worenklein, Elie J. | Email with Debevoise team re examiner scope and outreach (0.3); call with M. Godbe re examiner response and plan research memo (0.6); review letter from examiner to Cole Schotz (0.2); comment on draft examiner supplemental brief (1.5); correspond with M. Godbe and S. Koboci re examiner brief (0.3). | 2.9 |
| 05/08/25 | Godbe, Michael C. | Revise examiner brief (1.1); correspond with E. Worenklein and S. Koboci re same (0.1); call with E. Worenklein re examiner (0.6). | 1.8 |
| 05/08/25 | Koboci, Shefit | Revise draft examiner scope brief (0.8); correspond with M. Godbe re same (0.1). | 0.9 |
| 05/09/25 | Labovitz, M. Natasha | Review and comment on bullet points summarizing proposed examiner's scope (0.3); correspond with E. Worenklein and E. Weisgerber re same (0.2); update E. Weisgerber re undisclosed examiner connections (0.2); call with Cole Schotz team and Debevoise team re examiner issues (0.4). | 1.1 |
| 05/09/25 | Weisgerber, Erica S. | Conference with R. Zipursky re talking points for Examiner discussion re trial ruling (0.2); review letter from Examiner to Cole Schotz re investigation (0.2); analyze same (0.3); conference with Cole Schotz re same (0.2); email with Cole Schotz team and Debevoise team re follow ups on examiner issues and upcoming briefing on scope (0.5); call with Cole Schotz team and Debevoise team re same (0.4); analyze considerations re scope of examiner (0.2); revise draft bullets re examiner scope (0.4). | 2.4 |
| 05/09/25 | Worenklein, Elie J. | Mark up supplemental brief in support of examiner scope (2.9); zoom call with N. Labovitz, E. Weisgerber, M. Sirota [Cole Schotz], D. Harris [Cole Schotz] and F. Yudkin [Cole Schotz] re response to examiner scope (0.4); phone call with S. Koboci re comments to supplemental brief (0.2); phone call with C. Zhang [CCA] re examiner response and investigation (0.4). | 3.9 |
| 05/09/25 | Kirschenbaum, Deven | Revise talking points for discussion with examiner. | 0.8 |
| 05/09/25 | Koboci, Shefit | Revise draft examiner supplemental brief (1.7); call with E. Worenklein re same (0.2); further revise draft (0.4). | 2.3 |

27188.1027 – EXAMINER

Invoice Number: 2491618

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/09/25 | Zipursky, Rebecca | Meet with E. Weisgerber to discuss upcoming examiner meeting (0.2); draft talking points for E. Weisgerber and M. Goodman re examiner meeting (3.8). | 4.0 |
| 05/10/25 | Goodman, Mark P. | Email Debevoise team re examiner meeting. | 0.2 |
| 05/10/25 | Labovitz, M. Natasha | Email to E. Weisgerber and M. Goodman re undisclosed examiner connections (0.2); review preliminary draft of statement re examiner scope (0.2). | 0.4 |
| 05/10/25 | Koboci, Shefit | Revise examiner scope brief to reflect current status (1.1); send same to internal team (0.2). | 1.3 |
| 05/11/25 | Goodman, Mark P. | Email re examiner meeting and related issues (0.2); prepare for examiner meeting (0.5); call with R. Zipursky re same (0.2). | 0.9 |
| 05/11/25 | Labovitz, M. Natasha | Review M. Sirota [Cole Schotz] comments to examiner scope (0.2); correspond with E. Worenklein re same (0.2). | 0.4 |
| 05/11/25 | Weisgerber, Erica S. | Email with Cole Schotz re revised proposed scope of examiner. | 0.3 |
| 05/11/25 | Worenklein, Elie J. | Email with Cole Schotz team re response to examiner scope (0.4); correspond with N. Labovitz re examiner scope (0.1). | 0.5 |
| 05/11/25 | Zipursky, Rebecca | Call with M. Goodman re preparation for examiner call. | 0.2 |
| 05/12/25 | Goodman, Mark P. | Email Debevoise team re scope of examiner's investigation. | 0.2 |
| 05/12/25 | Labovitz, M. Natasha | Meet and confer re examiner scope with E. Weisgerber, S. Koboci, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], F. Yudkin [Cole Schotz], R. Malone [Gibbons] and B. Theisen [Gibbons] (0.3); review new information re undisclosed examiner connection (0.2); correspond with M. Goodman and E. Weisgerber re same (0.2); phone call with E. Weisgerber re same (0.1); further correspond with M. Sirota [Cole Schotz] re proposed examiner scope (0.3). | 1.1 |
| 05/12/25 | Weisgerber, Erica S. | Meet and confer with BMLP team, Cole Schotz team and Debevoise team re examiner scope (0.3); call with N. Labovitz re same (0.1). | 0.4 |
| 05/12/25 | Worenklein, Elie J. | Phone call with M. Godbe re examiner brief and PSA (0.6); emails with Gibbons team re meet and confer (0.3); phone call with F. Yudkin [Cole Schotz] re examiner supplemental brief (0.3); phone call with M. Godbe re comments to examiner brief and update on meet and confer (0.7); mark up draft examiner brief and review research (3.2). | 5.1 |
| 05/12/25 | Godbe, Michael C. | Call with E. Worenklein re examiner brief and plan (0.6); revise examiner brief (3.2); further call with E. Worenklein re examiner brief and BMLP meet and confer (0.7). | 4.5 |
| 05/12/25 | Kirschenbaum, Deven | Rereview trial record for preparation for examiner call (5.8); incorporate edits to fact rebuttals draft (1.8). | 7.6 |
| 05/12/25 | Koboci, Shefit | Attend meet-and-confer with Gibbons team, Debevoise team, and Cole Schotz team re examiner scope (0.3); review M. Godbe and E. Worenklein comments re examiner scope (0.8); revise draft examiner scope brief and send to internal team (2.3). | 3.4 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/13/25 | Labovitz, M. Natasha | Call with E. Weisgerber, E. Worenklein, and Cole Schotz team re undisclosed examiner connections (0.4); exchange correspondence with E. Weisgerber, M. Sirota and E. Abrams re same (0.5); review and consider M. Sirota correspondence with US Trustee (0.3); correspond with E. Weisgerber, E. Worenklein re examiner scope brief (0.2); preliminary review of draft of same (0.4). | 1.8 |
| 05/13/25 | Weisgerber, Erica S. | Attend conference with Cole Schotz and Debevoise teams re Examiner scope and independence issues (0.4); correspond with N. Labovitz and E. Worenklein re same (0.3). | 0.7 |
| 05/13/25 | Worenklein, Elie J. | Zoom with N. Labovitz, E. Weisgerber, M. Sirota [Cole Schotz] and W. Usatine [Cole Schotz] re examiner brief and McDermott conflict issue (0.4); further mark up draft examiner brief to reflect call with Cole Schotz team (2.1). | 2.5 |
| 05/13/25 | Godbe, Michael C. | Call with S. Koboci re examiner brief (0.2); revise examiner brief (2.5). | 2.7 |
| 05/13/25 | Kirschenbaum, Deven | Edit examiner talking points re rebuttal (0.9); review record and draft talking points re rebuttal (4.2). | 5.1 |
| 05/13/25 | Koboci, Shefit | Call with M. Godbe re examiner scope brief (0.2); revise examiner scope brief (1.8); review comments received from E. Worenklein (0.3); correspond with E. Worenklein re same (0.2); further revise examiner scope brief (0.4); correspond with Cole Schotz team, N. Labovitz, E. Weisgerber and E. Worenklein re strategy for examiner (0.2). | 3.1 |
| 05/14/25 | Goodman, Mark P. | Call with examiner and counsel re NY litigation (1.2); review email and draft letter re examiner's disclosures (0.2); email re sending examiner materials requested in today's call (0.2). | 1.6 |
| 05/14/25 | Labovitz, M. Natasha | Meet with Debevoise team and Cole Schotz team re examiner scope and undisclosed connections (0.2); call with E. Weisgerber re same (0.1); correspond with E. Weisgerber re report from litigation discussion with examiner and counsel (0.1); review and comment on examiner scope submission (2.1); call with E. Weisgerber re same (0.2); review and comment on draft Cole Schotz letter to examiner (0.3); further comment on revised version of letter (0.2); analyze past disclosures re same (0.2); correspond with Cole Schotz re letter and US Trustee position (0.3). | 3.7 |
| 05/14/25 | Weisgerber, Erica S. | Attend strategy call with Cole Schotz and Debevoise team re examiner scope (0.2); call with N. Labovitz re follow-up of same (0.1); call with examiner re litigation background (1.2); correspond with N. Labovitz re same (0.2); review and revise draft submission re scope of examiner role (0.9); communicate with N. Labovitz re same (0.2); review Cole Schotz letter to Examiner (0.4). | 3.2 |
| 05/14/25 | Worenklein, Elie J. | Further revise revisions to examiner brief (1.8); phone call with S. Koboci re additional research for examiner brief (0.2); mark up draft letter to examiner (0.7); phone call with E. Blum [BDO] re examiner dispute and upcoming hearing (0.4). | 3.1 |
| 05/14/25 | Godbe, Michael C. | Revise examiner brief. | 0.5 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/14/25 | Heller, Rory | Review draft of examiner scope motion. | 0.5 |
| 05/14/25 | Kirschenbaum, Deven | Review trial and appeal record for discussion with examiner (0.9); pull documents for examiner (0.3). | 1.2 |
| 05/14/25 | Koboci, Shefit | Review N. Labovitz comments to brief (0.4); further revise draft examiner scope brief (0.8); correspond with BDO team re examiner scope brief (0.1); correspond with Cole Schotz team re same (0.1); call with E. Worenklein re same (0.2). | 1.6 |
| 05/14/25 | Zipursky, Rebecca | Meet with E. Weisgerber and examiner re litigation (1.2); review factual findings in the record re rebuttal to findings of fraud (1.3); review and revise factual rebuttals on veil piercing (0.8). | 3.3 |
| 05/15/25 | Goodman, Mark P. | Review and comment on brief re scope of examiner's investigation (0.3); email re examiner issues (0.2); email re examiner's disclosures (0.1); email re brief re examiner's scope (0.3); review examiner's brief (0.3). | 1.2 |
| 05/15/25 | Labovitz, M. Natasha | Review and comment on revised brief re scope of examiner's work (0.9); review materials voluntarily provided to examiner (0.3); review and comment on Cole Schotz inserts to brief (0.3); meet with E. Worenklein and E. Weisgerber re same (0.4); review and respond to questions from C. Zhang [CCA] re draft brief (0.4); review and address E. Abrams revisions to draft brief (0.3); correspond with E. Blum [BDO] re draft brief (0.1); further revise draft brief (0.4); coordinate with internal team to finalize same (0.4); review updates re undisclosed examiner connection issue (0.2); preliminary review of submissions from BMLP and McDermott (0.4); review examiner response re connections and new disclosure re same (0.3); correspond with E. Weisgerber re same (0.1). | 4.5 |
| 05/15/25 | Weisgerber, Erica S. | Email examiner re requested materials (0.2); conference with N. Labovitz and E. Worenklein re revisions to examiner scope brief (0.4); review Cole Schotz edits to same (0.2); email with M. Goodman re same (0.1); communicate with S. Koboci and N. Labovitz re same (0.2); review examiner submission re scope of examination (0.2). | 1.3 |
| 05/15/25 | Worenklein, Elie J. | Review and comment on Cole Schotz comments to examiner brief (2.2); meet with N. Labovitz and E. Weisgerber re examiner scope brief (0.4); phone call with S. Koboci re additional comments to the draft brief (0.2); review additional research (1.4); phone call with S. Koboci re examiner brief (0.1); phone call with F. Yudkin [Cole Schotz] re examiner brief (0.3); further mark up draft brief (0.8); phone call with S. Koboci re exhibits to brief (0.2); review Gibbons and McDermott briefs on examiner scope (2.2). | 7.8 |
| 05/15/25 | Godbe, Michael C. | Correspond with S. Koboci re revisions to examiner brief (0.3); review hearing transcript (0.3); correspond with Debevoise team re same (0.1). | 0.7 |
| 05/15/25 | Heller, Rory | Review and edit draft of examiner scope motion. | 2.3 |
| 05/15/25 | Kirschenbaum, Deven | Review documents for examiner opposition. | 1.6 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|--|-------|
| 05/15/25 | Koboci, Shefit | Call with E. Worenklein re examiner scope brief (0.2); revise same (0.3); correspond with M. Godbe re same (0.3); correspond with E. Weisgerber re examiner scope brief (0.2); call with E. Worenklein re same (0.1); send revised draft of brief to Cole Schotz team (0.1); further revise draft brief (2.2); Send draft brief to Board (0.3); correspond with A. Milliaressis [Cole Schotz] re examiner scope brief (0.2); correspond with E. Weisgerber re examiner scope brief (0.3); call with E. Worenklein re examiner brief (0.2). | 4.4 |
| 05/15/25 | Maass, Molly Baltimore | Review emails re examiner scope filing. | 0.5 |
| 05/15/25 | Zipursky, Rebecca | Research and prepare factual rebuttals for examiner. | 3.9 |
| 05/15/25 | Park, Junho | Coordinate with vendor re examiner research. | 0.2 |
| 05/16/25 | Goodman, Mark P. | Review email update from R. Zipursky (0.2); review BMLP's supplemental brief in support of appointment of an examiner (0.4); call with E. Worenklein re same (0.2); call with Y. Wei [CCA] re examiner motion papers (0.3); email re examiner's disclosures (0.2); outline points re New York action for examiner hearing (0.3); review and revise draft email to examiner re certain trial evidence (0.3). | 1.9 |
| 05/16/25 | Labovitz, M. Natasha | Review BMLP and McDermott position statements on examiner scope (1.4); call with E. Weisgerber re same (0.3); review Cole Schotz and McDermott correspondence re undisclosed examiner connections (0.2); call with E. Weisgerber and M. Sirota [Cole Schotz] re preparing for upcoming hearing re examiner (0.2). | 2.1 |
| 05/16/25 | Weisgerber, Erica S. | Call with N. Labovitz and M. Sirota [Cole Schotz] re strategy relating to examiner response and hearing (0.2); call with N. Labovitz re same (0.3); emails with M. Goodman, N. Labovitz, and M. Sirota [Cole Schotz] re examiner (0.2). | 0.7 |
| 05/16/25 | Worenklein, Elie J. | Phone call with M. Goodman re BMLP examiner request (0.2); further review supplemental examiner briefs (0.7); email with FGS team re filed examiner briefs (0.2); email with CCA team re same (0.2); phone call with C. Zhang [CCA] re examiner briefing (0.4). | 1.7 |
| 05/16/25 | El-Cid, Fabienne J. | Draft rebuttal points to examiner motion. | 1.0 |
| 05/16/25 | Godbe, Michael C. | Review BMLP examiner brief. | 0.7 |
| 05/16/25 | Heller, Rory | Comment on FGS statement on examiner briefs (0.5); review BMLP briefing (1.3). | 1.8 |
| 05/16/25 | Kirschenbaum, Deven | Review BMLP examiner motion and summarize points for review. | 2.1 |
| 05/16/25 | Maass, Molly Baltimore | Review examiner filings and prepare for examiner hearing re same. | 1.7 |
| 05/16/25 | Mishkin, Benjamin | Review BMLP examiner pleading. | 1.2 |
| 05/16/25 | Zipursky, Rebecca | Review examiner's statement to the court (0.6); update M. Goodman re examiner's brief (0.8). | 1.4 |
| 05/16/25 | Park, Junho | Send research re examiner to M. Godbe. | 1.9 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|---|-------|
| 05/17/25 | Goodman, Mark P. | Call with N. Labovitz, E. Weisgerber, and M. Sirota [Cole Schotz] re preparation for examiner scope hearing (0.7); review briefs in connection with same (0.2). | 0.9 |
| 05/17/25 | Labovitz, M. Natasha | Prepare for call re examiner hearing (0.1); call with M. Goodman, E. Weisgerber and M. Sirota [Cole Schotz] re preparation for examiner hearing (0.7); call with E. Weisgerber re follow-up of same (0.1). | 0.9 |
| 05/17/25 | Weisgerber, Erica S. | Call with M. Goodman, N. Labovitz and M. Sirota [Cole Schotz] re preparation for examiner scope hearing (0.7); call with N. Labovitz re follow-up of same (0.1). | 0.8 |
| 05/17/25 | El-Cid, Fabienne J. | Draft rebuttal points to examiner motion. | 5.2 |
| 05/17/25 | Kirschenbaum, Deven | Draft rebuttal points to BMLP examiner brief. | 3.3 |
| 05/18/25 | Goodman, Mark P. | Email Debevoise team re examiner issues (0.2); review rebuttals points to BMLP's examiner brief (0.3). | 0.5 |
| 05/18/25 | Labovitz, M. Natasha | Correspond with E. Weisgerber re materials to send to examiner (0.2); review examiner's response re undisclosed connection (0.2); correspond with E. Weisgerber and M. Goodman re same (0.1). | 0.5 |
| 05/18/25 | Weisgerber, Erica S. | Review and analyze examiner's submission re scope of examination (0.9); review and analyze BMLP's submission re scope of examination (1.7); email with Debevoise team re same (0.2); review Debevoise team compilation of key rebuttal points from BMLP's examiner scope briefing (0.5); email to M. Goodman re follow-up information for examiner (0.3). | 3.6 |
| 05/18/25 | Kirschenbaum, Deven | Draft rebuttal points to opposition examiner brief. | 1.4 |
| 05/19/25 | Weisgerber, Erica S. | Review team research re examiner issues for hearing on examiner scope. | 0.3 |
| 05/19/25 | Maass, Molly Baltimore | Research and draft talking points re privilege argument for hearing on examiner motion. | 5.5 |
| 05/19/25 | Zipursky, Rebecca | Summarize examiner issues for E. Weisgerber. | 0.3 |
| 05/20/25 | Goodman, Mark P. | Review examiner's supplemental reply and declaration re non-disclosure issue (0.3); correspond with Debevoise team re email to examiner (0.1); email with E. Weisgerber and N. Labovitz re examiner issues (0.2). | 0.6 |
| 05/20/25 | Labovitz, M. Natasha | Review examiner's reply brief (0.3); correspond with E. Weisgerber re preparation for hearing (0.2); correspond with M. Goodman, E. Weisgerber and Cole Schotz team re hearing prep (0.2); coordinate with E. Weisgerber re same (0.2); review update from E. Worenklein re MWE conversation (0.1); review status of materials being provided to examiner for review (0.3). | 1.3 |
| 05/20/25 | Weisgerber, Erica S. | Conference with R. Zipursky re follow-up information for examiner re Baha Mar litigation (0.3); correspond with N. Labovitz re preparation for examiner hearing (0.2); email to E. Abrams re same (0.1); revise draft response to examiner request (0.3); email with Cole Schotz, N. Labovitz and M Goodman re preparation for examiner hearing (0.3); review E. Worenklein update E Worenklein re call with McDermott (0.1). | 1.3 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|--|-------|
| 05/20/25 | Worenklein, Elie J. | Phone call with N. Allard [McDermott] re hearing transcripts (0.2); update Debevoise team re McDermott call (0.1); gather information for McDermott team (0.1). | 0.4 |
| 05/20/25 | Godbe, Michael C. | Review examiner pleadings. | 0.2 |
| 05/20/25 | Maass, Molly Baltimore | Review filings re examiner motion (0.8); draft preparation materials re hearing on examiner motion (1.3). | 2.1 |
| 05/20/25 | Zipursky, Rebecca | Conference with E. Weisgerber re follow-up information for examiner (0.3); review and revise summary of arguments to examiner (0.9). | 1.2 |
| 05/21/25 | Goodman, Mark P. | Call with E. Abrams, E. Weisgerber, and M. Maass re examiner hearing (0.7); call with Cole Schotz and Debevoise team to prepare for examiner hearing (0.5); email re draft email responding to examiner's request for information (0.2); prepare for tomorrow's hearing (0.6). | 2.0 |
| 05/21/25 | Labovitz, M. Natasha | Call with Cole Schotz, M. Goodman, E. Weisgerber and M. Maass to prepare for contested examiner motion (0.5); review email from B. Theisen [Gibbons] re hearing exhibits (0.1); call with E. Weisgerber re same (0.2); correspond with E. Weisgerber and M. Maass re same (0.3); review files re same (0.2). | 1.3 |
| 05/21/25 | Weisgerber, Erica S. | Participate in call with E. Abrams, M. Maass, M. Goodman re preparation for examiner hearing (0.7); confer with M. Maass re preparation for hearing (0.2); call with Cole Schotz and Debevoise teams to prepare for examiner hearing (0.5); email with Debevoise team re preparation for examiner hearing (0.5); review email from B. Theisen [BMLP] re compensation and confidentiality issue for hearing (0.2); call with N. Labovitz re hearing exhibits (0.2); email with Debevoise and BDO teams re same (0.1); call with C. Zhang [CCA] re same (0.2); call with BDO team re BMLP query (0.3); prepare talking points re same (0.4). | 3.3 |
| 05/21/25 | Worenklein, Elie J. | Meet with M. Godbe re examiner argument. | 0.3 |
| 05/21/25 | Godbe, Michael C. | Discuss examiner argument with E. Worenklein. | 0.3 |
| 05/21/25 | Maass, Molly Baltimore | Call with E. Abrams, E. Weisgerber, and M. Goodman re preparation for examiner hearing (0.7); prepare for same (0.9); conference with E. Weisgerber re preparation for hearing (0.2); call with Cole Schotz and Debevoise teams to prepare for examiner hearing (0.5). | 2.3 |
| 05/22/25 | Labovitz, M. Natasha | Call with Cole Schotz team and E. Weisgerber re potential examiner settlement (0.3); correspond with Cole Schotz team re same (0.2). | 0.5 |
| 05/22/25 | Weisgerber, Erica S. | Email with BDO, C. Zhang [CCA], and Debevoise team re talking points response to BMLP assertions (0.4); call with Cole Schotz team and N. Labovitz re examiner settlement (0.3); additional calls, emails and strategizing between Debevoise and Cole Schotz re examiner hearing (0.3); prepare response to BMLP re employee compensation issue (0.9). | 1.9 |
| 05/23/25 | Labovitz, M. Natasha | Send comments to E. Weisgerber re examiner scope and budget. | 0.2 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/23/25 | Worenklein, Elie J. | Review and comment on precedent orders for examiner scope. | 0.7 |
| 05/23/25 | Mishkin, Benjamin | Send examiner order precedent to E. Worenklein (0.2); draft examiner order (1.0). | 1.2 |
| 05/24/25 | Goodman, Mark P. | Email with Cole Schotz and Debevoise team re examiner. | 0.2 |
| 05/24/25 | Labovitz, M. Natasha | Correspond with Cole Schotz team and Debevoise team re examiner status. | 0.3 |
| 05/26/25 | Goodman, Mark P. | Email re examiner order. | 0.1 |
| 05/26/25 | Worenklein, Elie J. | Email E. Weisgerber and M. Goodman re draft examiner order. | 0.4 |
| 05/27/25 | Goodman, Mark P. | Email Debevoise team re draft examiner order. | 0.1 |
| 05/27/25 | Labovitz, M. Natasha | Correspond with M. Sirota [Cole Schotz] and M. Goodman re updates on examiner scope and budget (0.2); coordinate with E. Weisgerber re same (0.2). | 0.4 |
| 05/27/25 | Weisgerber, Erica S. | Correspond with N. Labovitz re examiner scope and budget. | 0.2 |
| 05/27/25 | Worenklein, Elie J. | Review transcript re ruling on examiner scope (0.4); mark up draft examiner order (1.2). | 1.6 |
| 05/27/25 | Heller, Rory | Review proposed examiner order. | 1.6 |
| 05/28/25 | Goodman, Mark P. | Call with Debevoise team, E. Abrams and Cole Schotz re examiner issues and proposed order (0.6); review current draft of examiner order (0.1); email Debevoise team re same (0.1). | 0.8 |
| 05/28/25 | Labovitz, M. Natasha | Participate in call with Debevoise team, E. Abrams and Cole Schotz team to discuss examiner request on budget and scope (0.6); review and comment on proposed revisions to order re examiner scope (0.4); coordinate with E. Worenklein and E. Weisgerber re same (0.2); correspond further with M. Sirota [Cole Schotz] re examiner budget (0.1); call with E. Weisgerber re same (0.2). | 1.5 |
| 05/28/25 | Weisgerber, Erica S. | Attend Zoom call with E. Abrams, N. Labovitz, M. Goodman, E. Worenklein and Cole Schotz team re examiner investigation and proposed examiner-related order (0.6); review and revise draft examiner order (0.2); review Cole Schotz revisions to same (0.1); email with Cole Schotz and Debevoise teams re same (0.2); call with N. Labovitz re same (0.2). | 1.3 |
| 05/28/25 | Worenklein, Elie J. | Participate in Zoom call with E. Abrams, N. Labovitz, M. Goodman, E. Weisgerber and Cole Schotz team re examiner process and proposed scope order (0.6); revise draft examiner order to incorporate comments (0.7); email with D. Harris [Cole Schotz] re same (0.2). | 1.5 |
| 05/29/25 | Goodman, Mark P. | Review current draft of examiner order (0.2); review BMLP's markup (0.1); email Debevoise team re same (0.1). | 0.4 |
| 05/29/25 | Labovitz, M. Natasha | Review all proposed revisions to examiner scope order (0.5); correspond with E. Weisgerber re comments to same (0.2); correspond with M. Sirota [Cole Schotz] re same (0.2). | 0.9 |
| 05/29/25 | Weisgerber, Erica S. | Correspond with N. Labovitz re examiner scope order. | 0.1 |

27188.1027 – EXAMINER

Invoice Number: 2491618

| Date | Timekeeper | Narrative | Hours |
|-------------|----------------------|---|-------|
| 05/30/25 | Goodman, Mark P. | Review further proposed revisions to examiner motion (0.1); email N. Labovitz and E. Weisgerber re same (0.1); additional email re same (0.1). | 0.3 |
| 05/30/25 | Labovitz, M. Natasha | Review revised version of examiner order and coordinate comments with E. Weisgerber and M. Goodman re same (0.3); correspond with E. Worenklein and Cole Schotz team re same (0.2); monitor correspondence with BMLP and examiner's counsel (0.2); comment on BMLP version of order (0.3); correspond with D. Harris [Cole Schotz], E. Weisgerber, E. Worenklein re same (0.2). | 1.2 |
| 05/30/25 | Weisgerber, Erica S. | Comment on draft examiner scope order (0.2); email with N. Labovitz, E. Worenklein and D. Harris [Cole Schotz] re same (0.2). | 0.4 |
| 05/30/25 | Worenklein, Elie J. | Update draft examiner order per parties' comments (1.6); email with Debevoise team re comments to order (0.5); exchange emails with Cole Schotz team re comments to proposed order (0.6). | 2.7 |
| 05/31/25 | Goodman, Mark P. | Review final proposed examiner order (0.2); email N. Labovitz re terms of same (0.2). | 0.4 |
| 05/31/25 | Labovitz, M. Natasha | Coordinate with Debevoise team and D. Harris [Cole Schotz] re finalizing and submitting examiner order. | 0.2 |
| Total Hours | | | 232.4 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|------------------------|--------------|-------------|---------------------|
| Partner | Goodman, Mark P. | 12.5 | 2,317.50 | 28,968.75 |
| | Labovitz, M. Natasha | 27.8 | 2,317.50 | 64,426.50 |
| | Weisgerber, Erica S. | 27.4 | 2,025.00 | 55,485.00 |
| | Partner Total | 67.7 | | \$148,880.25 |
| Counsel | Worenklein, Elie J. | 38.5 | 1,620.00 | 62,370.00 |
| | Counsel Total | 38.5 | | \$62,370.00 |
| Associate | Godbe, Michael C. | 17.4 | 1,471.50 | 25,604.10 |
| | Maass, Molly Baltimore | 16.1 | 1,471.50 | 23,691.15 |
| | Zipursky, Rebecca | 14.3 | 1,354.50 | 19,369.35 |
| | Heller, Rory | 6.2 | 1,287.00 | 7,979.40 |
| | Koboci, Shefit | 33.5 | 1,192.50 | 39,948.75 |
| | El-Cid, Fabienne J. | 6.2 | 1,017.00 | 6,305.40 |
| | Kirschenbaum, Deven | 24.5 | 1,017.00 | 24,916.50 |
| | Mishkin, Benjamin | 3.8 | 801.00 | 3,043.80 |
| | Associate Total | 122.0 | | \$150,858.45 |
| Legal Assistant | Park, Junho | 4.2 | 522.00 | 2,192.40 |
| | Legal Assistant Total | 4.2 | | \$2,192.40 |
| Matter Total | | 232.4 | | \$364,301.10 |



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June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491620

Client Matter 27188.1010

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with INVESTIGATION OF CAUSES OF ACTION

| | |
|---------------------------|--------------------|
| Fees | \$26,240.85 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$26,240.85 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|---|-------|
| 05/02/25 | Labovitz, M. Natasha | Correspond with E. Weisgerber re Cole Schotz requests for interviews. | 0.2 |
| 05/02/25 | Weisgerber, Erica S. | Email with N. Labovitz re interview requests from Cole Schotz. | 0.1 |
| 05/05/25 | Labovitz, M. Natasha | Correspond with E. Weisgerber re special committee requests for witness interviews. | 0.2 |
| 05/05/25 | Weisgerber, Erica S. | Email with client and Cole Schotz re investigation interviews scheduling questions. | 0.1 |
| 05/06/25 | Worenklein, Elie J. | Call with C. Zhang [CCA] re timing of special committee investigation next steps. | 0.4 |
| 05/07/25 | Labovitz, M. Natasha | Correspond with E. Weisgerber re scheduling upcoming interviews (0.2); preliminary review of new BMLP correspondence re investigation (0.2). | 0.4 |
| 05/07/25 | Weisgerber, Erica S. | Email with client and Cole Schotz re investigation interviews scheduling questions. | 0.1 |
| 05/07/25 | Worenklein, Elie J. | Phone call with C. Zhang [CCA] re special committee process (0.7); email with team re scheduling of interviews (0.4); follow up call with C. Zhang [CCA] re scheduling interview questions (0.4). | 1.5 |
| 05/08/25 | Goodman, Mark P. | Review BMLP letter re independent committee investigation (0.1); email re same (0.1); review letter from examiner (0.1); email re same (0.2). | 0.5 |
| 05/08/25 | Labovitz, M. Natasha | Review correspondence from BMLP and examiner re investigation (0.4); correspond with Y. Wei [CCA] re update on same (0.2). | 0.6 |
| 05/08/25 | Weisgerber, Erica S. | Email with M. Maass re requests for interviews. | 0.3 |
| 05/08/25 | Maass, Molly Baltimore | Correspond with E. Weisgerber re witness interview requests (0.3); email with client re same (0.3). | 0.6 |
| 05/09/25 | Goodman, Mark P. | Review drafts of Cole Schotz response letters to examiner and BMLP's counsel (0.3); email re same (0.3); call with E. Weisgerber re same (0.1); email with E. Weisgerber, N. Labovitz and M. Sirota [Cole Schotz] re same (0.4). | 1.1 |
| 05/09/25 | Labovitz, M. Natasha | Review and comment on letters responding to request to cease investigation (0.4); call with E. Weisgerber, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz] and F. Yudkin [Cole Schotz] re same (0.3); review further revised versions (0.2); call with E. Weisgerber re same (0.2). | 1.1 |
| 05/09/25 | Weisgerber, Erica S. | Call with N. Labovitz and Cole Schotz team re letter request to cease investigation (0.3); call with M. Goodman re same (0.1); call with N. Labovitz re letter request to cease investigation (0.2). | 0.6 |
| 05/09/25 | Worenklein, Elie J. | Comment on draft letter re special committee investigation. | 0.4 |
| 05/12/25 | Weisgerber, Erica S. | Call with S. Klepper [Cole Schotz] re interviews and document requests (0.2); email with M. Maass and R. Zipursky re Cole Schotz requested documents (0.3). | 0.5 |
| 05/12/25 | Maass, Molly Baltimore | Email with E. Weisgerber re Cole Schotz document requests. | 0.3 |

| Date | Timekeeper | Narrative | Hours |
|--------------------|------------------------|--|-------------|
| 05/13/25 | Labovitz, M. Natasha | Coordinate with E. Weisgerber re gathering information for investigation (0.2); correspond with E. Worenklein and M. Maass re same (0.2). | 0.4 |
| 05/13/25 | Weisgerber, Erica S. | Provide requested materials to Cole Schotz team for their investigation. | 0.5 |
| 05/13/25 | Worenklein, Elie J. | Phone call with M. Maass re investigation interviews. | 0.3 |
| 05/13/25 | Maass, Molly Baltimore | Call with E. Worenklein re investigation interviews. | 0.3 |
| 05/14/25 | Goodman, Mark P. | Call with T. Wu [CCA] re interview request (0.2); email Debevoise team re same (0.1). | 0.3 |
| 05/15/25 | Koboci, Shefit | Call with M. Maass re question re special committee request. | 0.2 |
| 05/15/25 | Maass, Molly Baltimore | Call with S. Koboci re question re special committee request. | 0.2 |
| 05/16/25 | Zipursky, Rebecca | Confer with C. Zhang [CCA] re T. Wu [CCA] interview scheduling (0.3); confer with T. Wu [CCA] re investigation interview (0.2). | 0.5 |
| 05/17/25 | Labovitz, M. Natasha | Review Cole Schotz letter to BMLP re investigation. | 0.2 |
| 05/28/25 | Goodman, Mark P. | Call with Y. Wei [CCA], C. Zhang [CCA] and E. Weisgerber re Cole Schotz investigation follow-up questions (0.5); email with E. Weisgerber re same (0.1). | 0.6 |
| 05/28/25 | Weisgerber, Erica S. | Call with Y. Wei [CCA], C. Zhang [CCA] and M. Goodman re investigation document request queries and assistance (0.5); email follow-up with M. Goodman re same (0.3). | 0.8 |
| Total Hours | | | 13.3 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|------------------------|--------------|-------------|--------------------|
| Partner | Goodman, Mark P. | 2.5 | 2,317.50 | 5,793.75 |
| | Labovitz, M. Natasha | 3.1 | 2,317.50 | 7,184.25 |
| | Weisgerber, Erica S. | 3.0 | 2,025.00 | 6,075.00 |
| | Partner Total | 8.6 | | \$19,053.00 |
| Counsel | Worenklein, Elie J. | 2.6 | 1,620.00 | 4,212.00 |
| | Counsel Total | 2.6 | | \$4,212.00 |
| Associate | Maass, Molly Baltimore | 1.4 | 1,471.50 | 2,060.10 |
| | Zipursky, Rebecca | 0.5 | 1,354.50 | 677.25 |
| | Koboci, Shefit | 0.2 | 1,192.50 | 238.50 |
| | Associate Total | 2.1 | | \$2,975.85 |
| Matter Total | | 13.3 | | \$26,240.85 |



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491626

Client Matter 27188.1020

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with NON-WORKING TRAVEL

| | |
|---------------------------|--------------------|
| Fees | \$13,093.88 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$13,093.88 |

27188.1020 – NON-WORKING TRAVEL

Invoice Number: 2491626

| Date | Timekeeper | Narrative | Hours |
|-------------|----------------------|--|-------|
| 05/22/25 | Goodman, Mark P. | Non-working travel from NY to hearing in Trenton (0.7); non-working travel back to NY (1.2). | 1.9 |
| 05/22/25 | Labovitz, M. Natasha | Non-working travel time to and from hearing. | 2.4 |
| 05/22/25 | Weisgerber, Erica S. | Non-working travel to Trenton for hearing (1.3); return non-working travel from Trenton (2.0). | 3.3 |
| 05/22/25 | Worenklein, Elie J. | Non-working travel to Trenton (2.1); non-working travel back to office from Trenton (2.5). | 4.6 |
| 05/22/25 | Park, Junho | Non-working travel to and from courthouse. | 4.0 |
| Total Hours | | | 16.2 |

27188.1020 – NON-WORKING TRAVEL

Invoice Number: 2491626

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|-----------------------|--------------|-------------|--------------------|
| Partner | Goodman, Mark P. | 1.9 | 1,158.75 | 2,201.63 |
| | Labovitz, M. Natasha | 2.4 | 1,158.75 | 2,781.00 |
| | Weisgerber, Erica S. | 3.3 | 1,012.50 | 3,341.25 |
| | Partner Total | 7.6 | | \$8,323.88 |
| Counsel | Worenklein, Elie J. | 4.6 | 810.00 | 3,726.00 |
| | Counsel Total | 4.6 | | \$3,726.00 |
| Legal Assistant | Park, Junho | 4.0 | 261.00 | 1,044.00 |
| | Legal Assistant Total | 4.0 | | \$1,044.00 |
| Matter Total | | 16.2 | | \$13,093.88 |



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491627

Client Matter 27188.1021

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with PLAN & DISCLOSURE STATEMENT

| | |
|---------------------------|---------------------|
| Fees | \$303,011.55 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$303,011.55 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/01/25 | Worenklein, Elie J. | Correspond with M. Godbe re plan term sheet revisions (0.6); further mark up draft memo on plan structures (1.1); meet with M. Godbe re plan workstreams (0.4). | 2.1 |
| 05/01/25 | Godbe, Michael C. | Correspond with E. Worenklein re proposed plan term sheet revisions (0.4); research plan issues (1.1); speak with E. Worenklein re ongoing plan workstreams (0.4). | 1.9 |
| 05/01/25 | Heller, Rory | Update draft of plan term sheet. | 0.9 |
| 05/01/25 | Park, Junho | Correspond with M. Godbe re research materials for plan and disclosure statement. | 0.1 |
| 05/02/25 | Labovitz, M. Natasha | Correspond with M. Godbe, J. Yang [CCA] and Y. Dong [CCA] re plan of reorganization (0.4); correspond with R. Heller re updated term sheet (0.2). | 0.6 |
| 05/02/25 | Worenklein, Elie J. | Phone call with B. Mishkin re plan research and other open items. | 0.8 |
| 05/02/25 | Godbe, Michael C. | Correspond with client re plan (0.4); call with R. Heller to discuss plan (0.3); participate in call with R. Heller, J. Yang [CCA], and Y. Dong [CCA] re plan term sheet (1.0); speak with R. Heller re same (0.1); correspond with Debevoise team re plan term sheet (0.6); revise plan term sheet (1.2). | 3.6 |
| 05/02/25 | Heller, Rory | Discuss plan term sheet with M. Godbe (0.3); discuss plan term sheet with M. Godbe, J. Yang [CCA] and Y. Dong [CCA] (1.0); update plan term sheet (1.6); speak with M. Godbe re same (0.1); circulate updated draft to team (0.2). | 3.2 |
| 05/02/25 | Mishkin, Benjamin | Phone call with E. Worenklein re plan research and other open items. | 0.8 |
| 05/05/25 | Labovitz, M. Natasha | Call with E. Blum [BDO] to discuss plan process and next steps (0.3); review revised plan term sheet (0.2); correspond with R. Heller re next steps (0.1). | 0.6 |
| 05/05/25 | Worenklein, Elie J. | Phone call with M. Godbe re plan term sheet and examiner statement (0.4); correspond with R. Heller and M. Godbe re plan term sheet (0.1). | 0.5 |
| 05/05/25 | Godbe, Michael C. | Call with E. Worenklein re plan term sheet and examiner statement (0.4); correspond with R. Heller and E. Worenklein re revisions to plan term sheet (1.0). | 1.4 |
| 05/05/25 | Heller, Rory | Update plan term sheet (1.4); correspond with E. Worenklein and M. Godbe re same (0.3); circulate same to special committee (0.2); draft plan structure slide (0.4). | 2.3 |
| 05/05/25 | Mishkin, Benjamin | Draft disclosure statement. | 3.6 |
| 05/06/25 | Worenklein, Elie J. | Phone call with M. Godbe re plan term sheet and other workstreams (0.8); research precedent for plan (0.4); follow up call with M. Godbe re plan and other workstreams (0.5). | 1.7 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/06/25 | Godbe, Michael C. | Correspond with B. Mishkin re disclosure statement and plan research (0.1); correspond with Debevoise team re plan status (0.2); phone call with E. Worenklein re plan (0.8); correspond internally re same (0.2); call with E. Worenklein re same and examiner (0.5); call with B. Mishkin re disclosure statement and research (0.3); review same from J. Park (0.3); review plan (0.3). | 2.7 |
| 05/06/25 | Heller, Rory | Draft plan process slides (1.2); circulate same to team (0.3). | 1.5 |
| 05/06/25 | Mishkin, Benjamin | Research plan precedent and issues (12.1); call with M. Godbe re disclosure statement (0.3). | 12.4 |
| 05/06/25 | Park, Junho | Correspond with M. Godbe re plan precedent. | 0.5 |
| 05/07/25 | Worenklein, Elie J. | Call with M. Godbe re plan research (0.2); phone call with M. Godbe re presentation of plan process and other workstreams (0.4). | 0.6 |
| 05/07/25 | Godbe, Michael C. | Correspond with B. Mishkin re plan research (0.3); review plan presentation materials (0.7); call with E. Worenklein re same (0.2); revise deck re timeline (1.7); call with E. Worenklein re same (0.4); correspond with Debevoise team re plan research (0.2). | 3.5 |
| 05/07/25 | Heller, Rory | Update plan structure slides. | 1.8 |
| 05/07/25 | Mishkin, Benjamin | Research legal issues re plan (9.3); correspond with M. Godbe re same (0.2). | 9.5 |
| 05/08/25 | Bruens, Craig A. | Review plan memo and related cases (0.6); email comments to B. Mishkin re same (0.5). | 1.1 |
| 05/08/25 | Worenklein, Elie J. | Phone call with F. Yudkin [CCA] re plan term sheet, Duane Morris retention application and other open items. | 0.5 |
| 05/08/25 | Godbe, Michael C. | Review draft plan presentation (0.3); revise same (0.5); draft plan (0.6); revise plan research memo (1.9); email summary to E. Worenklein re plan research memo and examiner (0.3). | 3.6 |
| 05/08/25 | Heller, Rory | Update plan transaction slides. | 0.8 |
| 05/08/25 | Mishkin, Benjamin | Continue to research legal issues for memo. | 6.2 |
| 05/09/25 | Worenklein, Elie J. | Phone call with Y. Wei [CCA] re plan term sheet and board materials. | 0.4 |
| 05/11/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re updated plan term sheet draft. | 0.3 |
| 05/11/25 | Worenklein, Elie J. | Email with N. Labovitz re plan term sheet (0.4); update plan term sheet (0.2). | 0.6 |
| 05/11/25 | Heller, Rory | Circulate plan term sheet to Special Committee. | 0.6 |
| 05/12/25 | Labovitz, M. Natasha | Call with E. Blum [BDO] and E. Abrams re plan process and path forward. | 0.6 |
| 05/12/25 | Godbe, Michael C. | Draft plan (0.8); discuss plan research memo with B. Mishkin (0.6). | 1.4 |
| 05/12/25 | Mishkin, Benjamin | Call with M. Godbe re plan research memo (0.3); incorporate comments to plan research memo (10.4). | 10.7 |
| 05/13/25 | Labovitz, M. Natasha | Call with E. Abrams and E. Blum [BDO] re plan process steps. | 0.4 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/13/25 | Godbe, Michael C. | Correspond with R. Heller re plan status (0.1); draft plan documents (1.0); revise plan memo (2.7); meet with B. Mishkin re same (0.4). | 4.2 |
| 05/13/25 | Heller, Rory | Update draft plan. | 1.2 |
| 05/13/25 | Mishkin, Benjamin | Revise plan research memo per comments received (3.4); meet with M. Godbe re same (0.4). | 3.8 |
| 05/14/25 | Labovitz, M. Natasha | Correspond with E. Worenklein and E. Weisgerber re plan process. | 0.2 |
| 05/14/25 | Weisgerber, Erica S. | Email with Cole Schotz and Debevoise teams re plan process and timing. | 0.2 |
| 05/14/25 | Worenklein, Elie J. | Phone call with M. Godbe re plan research memo (0.3); email N. Labovitz re plan process (0.1). | 0.4 |
| 05/14/25 | Godbe, Michael C. | Call with E. Worenklein re plan research (0.3); draft plan documents (0.6); correspond with R. Heller re term sheet (0.2). | 1.1 |
| 05/14/25 | Heller, Rory | Update plan term sheet (3.4); correspond with M. Godbe re same (0.2). | 3.6 |
| 05/14/25 | Mishkin, Benjamin | Revise plan research memo per M. Godbe's comments (9.0); coordinate summer associate assignment re plan research (0.4); meet with L. Lin re research assignment (0.6); follow up with L. Lin re same (0.1). | 10.1 |
| 05/14/25 | Lin, Lily | Meet with B. Mishkin re plan research assignment. | 0.6 |
| 05/15/25 | Labovitz, M. Natasha | Correspond with E. Worenklein and E. Weisgerber re moving plan process forward (0.2); review draft of BMLP exclusivity response (0.3); review response from Gibbons re proposed meeting on plan (0.2). | 0.7 |
| 05/15/25 | Weisgerber, Erica S. | Email with E. Worenklein and N. Labovitz re plan process and issues. | 0.2 |
| 05/15/25 | Worenklein, Elie J. | Review and analyze limited objection to exclusivity motion (0.3); correspond with N. Labovitz and E. Weisgerber re plan process (0.2). | 0.5 |
| 05/15/25 | Mishkin, Benjamin | Confer with L. Lin re research assignment. | 0.3 |
| 05/15/25 | Lin, Lily | Research precedents and articles re plan (2.2); confer with B. Mishkin re research re same (0.3). | 2.5 |
| 05/15/25 | Park, Junho | Circulate research re exclusivity precedent (1.1). | 1.1 |
| 05/16/25 | Labovitz, M. Natasha | Call with E. Abrams re moving plan process forward. | 0.3 |
| 05/16/25 | Worenklein, Elie J. | Phone call with R. Heller re exclusivity reply and examiner statement. | 0.3 |
| 05/16/25 | Godbe, Michael C. | Call with B. Mishkin and L. Lin re plan research (0.4); revise plan documents (0.3). | 0.7 |
| 05/16/25 | Heller, Rory | Phone call with E. Worenklein re exclusivity reply and examiner statement (0.3); conduct research for exclusivity reply (1.8). | 2.1 |
| 05/16/25 | Mishkin, Benjamin | Review research from L. Lin re plan (1.5); call with M. Godbe and L. Lin re plan research (0.4); call with L. Lin re same (0.4); research legal issues re plan exclusivity (3.9). | 6.2 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/16/25 | Lin, Lily | Call with M. Godbe and B. Mishkin re plan research (0.4); research case precedents re plan (1.2); call with B. Mishkin re plan research assignment (0.4). | 2.0 |
| 05/17/25 | Worenklein, Elie J. | Review research for exclusivity reply. | 1.2 |
| 05/18/25 | Labovitz, M. Natasha | Draft outline for exclusivity brief (0.8); correspond with E. Worenklein and E. Weisgerber re same (0.3); review analysis of factual inaccuracies in BMLP objection (0.6). | 1.7 |
| 05/18/25 | Weisgerber, Erica S. | Review BMLP objection to exclusivity motion (0.3); correspond with N. Labovitz and E. Worenklein re same (0.2). | 0.5 |
| 05/18/25 | Worenklein, Elie J. | Mark up draft exclusivity reply brief (2.1); communicate with N. Labovitz and E. Weisgerber re same (0.3). | 2.4 |
| 05/18/25 | Mishkin, Benjamin | Draft reply in support of exclusivity motion. | 2.8 |
| 05/19/25 | Goodman, Mark P. | Review draft of exclusivity reply brief. | 0.1 |
| 05/19/25 | Labovitz, M. Natasha | Correspond with B. Mishkin re exclusivity reply (0.2); review and edit draft reply brief (1.8); correspond with E. Worenklein and B. Mishkin re same (0.2); further review and comment on revised version of brief (0.6); final signoff on brief for filing (0.2); review update from M. Godbe re plan discussion with Lowenstein and Cole Schotz teams (0.2); correspond with M. Godbe re same (0.2); call with F. Yudkin [Cole Schotz] re plan process (0.2); correspond with E. Worenklein re same (0.2). | 3.8 |
| 05/19/25 | Worenklein, Elie J. | Mark up draft exclusivity reply (3.2); phone calls with B. Mishkin re exclusivity reply (0.3); phone call with S. Koboci re same (0.1); phone call with F. Yudkin [Cole Schotz] re plan term sheet (0.2); emails with team re same (0.2); phone call with J. Schwarz [BDO] re BMLP misstatements in brief (0.4); phone call with B. Mishkin re additional comments to reply brief (0.4); further mark up revised draft exclusivity reply (2.1); correspond with Debevoise team re final comments to exclusivity reply (0.7); email with F. Yudkin [Cole Schotz] re exclusivity reply (0.3). | 7.9 |
| 05/19/25 | Godbe, Michael C. | Revise exclusivity reply (0.9); call with B. Mishkin re exclusivity reply (0.2); further revise exclusivity reply (1.1); correspond with E. Worenklein re same (0.2); prepare for plan negotiation call (0.3); participate in same with R. Heller [partial], Lowenstein team, and Cole Schotz team (0.3); summarize same for Debevoise team (0.2); correspond with N. Labovitz re same (0.2). | 3.4 |
| 05/19/25 | Heller, Rory | Participate in plan call [partial] with Cole Schotz team, M. Godbe, and Lowenstein Team (0.1); review update email re same (0.3); review plan term sheet (0.9); review draft of exclusivity reply (1.4). | 2.7 |
| 05/19/25 | Koboci, Shefit | Revise draft exclusivity reply brief (1.6); correspond with B. Mishkin re same (0.2); call with E. Worenklein re same (0.1); review reply brief for appropriate citations (1.3); review case law research for brief (1.5); provide further comments on exclusivity reply brief (1.2). | 5.9 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|--|-------|
| 05/19/25 | Mishkin, Benjamin | Draft reply in support of exclusivity motion (9.3); correspond with S. Koboci re same (0.2); calls with E. Worenklein re same (0.3); further call with E. Worenklein re same (0.4); meet with L. Lin re plan research (0.3); call with M. Godbe re exclusivity reply (0.2); revise reply per comments from team (4.2); send same to F. Yudkin [Cole Schotz] for filing (0.1); circulate filed version of same to team (0.1). | 15.1 |
| 05/19/25 | Lin, Lily | Meet with B. Mishkin re plan proposal research (0.3); research precedents re same (4.9). | 5.2 |
| 05/20/25 | Labovitz, M. Natasha | Correspond with M. Godbe re next steps in plan process (0.1); follow up with F. Yudkin [Cole Schotz] re same (0.1); review update from Cole Schotz re Lowenstein call (0.2). | 0.4 |
| 05/20/25 | Heller, Rory | Review plan term sheet. | 0.4 |
| 05/20/25 | Mishkin, Benjamin | Continue to draft disclosure statement. | 2.4 |
| 05/21/25 | Labovitz, M. Natasha | Call with Y. Wei [CCA] re plan structure and scope considerations (0.2); correspond with R. Heller re bullet points for exclusivity argument (0.2); email with E. Weisgerber, M. Godbe, and Cole Schotz team re term sheet (0.2); outline argument re same (0.6). | 1.2 |
| 05/21/25 | Weisgerber, Erica S. | Email with Debevoise and Cole Schotz teams re plan term sheet. | 0.2 |
| 05/21/25 | Godbe, Michael C. | Email with N. Labovitz, E. Weisgerber and Cole Schotz team re term sheet (0.3); email with E. Abrams, Debevoise Team, and Cole Schotz team re same (0.4); revise plan documents (0.4). | 1.1 |
| 05/21/25 | Heller, Rory | Correspond with N. Labovitz re exclusivity arguments. | 0.2 |
| 05/21/25 | Mishkin, Benjamin | Call with L. Lin re plan research (0.1); review plan research from L. Lin (0.4); call with L. Lin (0.3). | 0.8 |
| 05/21/25 | Lin, Lily | Call with B. Mishkin re plan research (0.1); draft memo re plan research (6.7); call with B. Mishkin re research (0.3). | 7.1 |
| 05/22/25 | Labovitz, M. Natasha | Send comments to E. Worenklein re research on possible plan structures. | 0.2 |
| 05/22/25 | Heller, Rory | Circulate plan term sheet to M. Godbe. | 0.2 |
| 05/22/25 | Mishkin, Benjamin | Email F. Khaddad re plan research meeting. | 0.2 |
| 05/22/25 | Lin, Lily | Draft research memo. | 4.0 |
| 05/23/25 | Goodman, Mark P. | Email re plan negotiations. | 0.2 |
| 05/23/25 | Weisgerber, Erica S. | Email with Debevoise team re plan process. | 0.2 |
| 05/23/25 | Worenklein, Elie J. | Call with M. Godbe re plan research. | 0.5 |
| 05/23/25 | Godbe, Michael C. | Call with E. Worenklein re plan (0.5); revise R. Heller draft email to Lowenstein re plan negotiations (0.1); call with B. Mishkin and F. Khaddad re chapter 11 plan research (0.7). | 1.3 |
| 05/23/25 | Heller, Rory | Draft follow-up email post special committee meeting on plan process. | 1.0 |
| 05/23/25 | Mishkin, Benjamin | Call with M. Godbe and F. Khaddad re plan research (0.7); email F. Khaddad re same (0.1); call with F. Khaddad re same (0.1). | 0.9 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/23/25 | Khaddad, Farhan | Review research materials re plan research (1.5); call with M. Godbe and B. Mishkin re plan research project (0.7); follow up call with B. Mishkin re same (0.1). | 2.3 |
| 05/24/25 | Worenklein, Elie J. | Review and comment on draft CCA plan research memo. | 1.4 |
| 05/25/25 | Worenklein, Elie J. | Mark up draft plan research memo. | 1.2 |
| 05/26/25 | Khaddad, Farhan | Conduct research re plan. | 3.8 |
| 05/27/25 | Goodman, Mark P. | Call with Y. Wei [CCA] and E. Weisgerber re plan negotiations and strategy (0.3); email with N. Labovitz re same (0.1). | 0.4 |
| 05/27/25 | Labovitz, M. Natasha | Coordinate with all parties re pushing plan process forward (0.4); call with M. Godbe and Cole Schotz team re same (0.1); call with E. Weisgerber re CSCEC Holding negotiations (0.2); call with E. Weisgerber re same (0.1); correspond with M. Godbe, E. Abrams and Cole Schotz team re revised term sheet (0.2). | 1.0 |
| 05/27/25 | Weisgerber, Erica S. | Call with N. Labovitz re plan strategy (0.2); call with Y Wei [CCA] and M. Goodman re plan process and strategy (0.3); call with N. Labovitz re plan process (0.1); email to M. Godbe and Lowenstein team re same (0.1). | 0.7 |
| 05/27/25 | Worenklein, Elie J. | Further mark up draft plan research memo. | 1.4 |
| 05/27/25 | Godbe, Michael C. | Call with N. Labovitz and Cole Schotz team re plan process (0.1); email N. Labovitz, E. Abrams, and Cole Schotz team re plan term sheet (0.2); email follow up re same (0.2). | 0.5 |
| 05/27/25 | Mishkin, Benjamin | Meet with F. Khaddad re research (0.4); review L. Lin plan research (1.2); meet with L. Lin re same (0.4); follow-up call with L. Lin re plan research (0.3). | 2.3 |
| 05/27/25 | Khaddad, Farhan | Continue legal research re plan (4.9); meet with B. Mishkin re same (0.4). | 5.3 |
| 05/27/25 | Lin, Lily | Meet with B. Mishkin re plan research (0.4); call with B. Mishkin re follow up on plan research (0.3); revise memo re plan term sheet (1.3). | 2.0 |
| 05/27/25 | Park, Junho | Email L. Lin and B. Mishkin re research on plan precedent (0.1); coordinate with vendor re same (0.2). | 0.3 |
| 05/28/25 | Worenklein, Elie J. | Meet with M. Godbe and B. Mishkin re plan research memo and open issues. | 1.0 |
| 05/28/25 | Godbe, Michael C. | Meet with B. Mishkin re plan research (0.1); coordinate with E. Weisgerber and Lowenstein team re plan discussion (0.4); meet with E. Worenklein and B. Mishkin re plan research (1.0). | 1.5 |
| 05/28/25 | Mishkin, Benjamin | Meet with M. Godbe re status of plan research (0.1); meet with E. Worenklein and M. Godbe re plan research (1.0); update research on plan legal issues per meeting (3.1); review F. Khaddad chapter 11 research (0.8); meet with F. Khaddad re same (0.2); respond to questions from L. Lin re research (0.2). | 5.4 |
| 05/28/25 | Khaddad, Farhan | Draft research memo re plan legal questions (4.0); meet with B. Mishkin re memo revision (0.2); continue legal research per discussion (3.1). | 7.3 |

| Date | Timekeeper | Narrative | Hours |
|----------|----------------------|---|-------|
| 05/28/25 | Lin, Lily | Revise memo re plan term sheet research (4.4); correspond with B. Mishkin re questions re research (0.3). | 4.7 |
| 05/28/25 | Park, Junho | Correspond with L. Lin re plan precedent (0.2); send re same (0.3). | 0.5 |
| 05/29/25 | Labovitz, M. Natasha | Review updates from call with Lowenstein team re plan process (0.2); call with E. Weisgerber re same (0.3). | 0.5 |
| 05/29/25 | Weisgerber, Erica S. | Call with M. Godbe and Lowenstein team re plan discussions (0.4); call with N. Labovitz re same (0.3); email follow-up with Lowenstein team re plan process (0.1). | 0.8 |
| 05/29/25 | Godbe, Michael C. | Correspond with B. Mishkin re plan term sheet research (0.1); call with E. Weisgerber and Lowenstein team re plan discussions (0.4); prepare summary of same (0.4); call with B. Mishkin re status of ongoing research (0.1). | 1.0 |
| 05/29/25 | Mishkin, Benjamin | Further update plan research memo per comments from team (1.1); communicate with M. Godbe re plan term sheet research (0.1); revise chapter 11 research memo from F. Khaddad (3.7); call with M. Godbe re same (0.1). | 5.0 |
| 05/29/25 | Khaddad, Farhan | Revise research memo on chapter 11 questions. | 8.3 |
| 05/29/25 | Lin, Lily | Revise memo on plan term sheet. | 1.2 |
| 05/30/25 | Goodman, Mark P. | Email with E. Worenklein re plan structures. | 0.1 |
| 05/30/25 | Labovitz, M. Natasha | Review and address E. Abrams comments re plan term sheet (0.3); call with M. Godbe, D. Harris [Cole Schotz] and E. Abrams re same (0.4); review and comment on revisions to term sheet (0.3); review status of structure/scope research and next steps (0.3). | 1.3 |
| 05/30/25 | Worenklein, Elie J. | Correspond with M. Goodman re plan structures and considerations (0.3); draft email summary of call to team (0.4); correspond with M. Godbe re plan term sheet updates (0.4); phone call with B. Mishkin re status of plan research (0.4); correspond with M. Godbe re plan research (0.4). | 1.9 |
| 05/30/25 | Godbe, Michael C. | Coordinate call with E. Abrams and Cole Schotz team re plan term sheet (0.1); prepare for same (0.1); call with N. Labovitz, E. Abrams, and D. Harris [Cole Schotz] re plan term sheet (0.4); revise plan term sheet (0.2); correspond with E. Worenklein re plan term sheet (0.7); correspond with E. Worenklein re plan research (0.4). | 1.9 |
| 05/30/25 | Heller, Rory | Review plan term sheet correspondence. | 0.1 |
| 05/30/25 | Mishkin, Benjamin | Continue revising chapter 11 research memo (3.5); discuss same with F. Khaddad (0.4); research plan issues for memo (3.2); multiple calls re same with L. Lin (0.5); call with E. Worenklein re chapter 11 research (0.4); continue research re same (1.0). | 9.0 |
| 05/30/25 | Khaddad, Farhan | Review comments from B. Mishkin re research memo (0.3); meet with B. Mishkin re additional research (0.4); research plan issues (8.8). | 9.5 |
| 05/30/25 | Lin, Lily | Revise plan research memo. (4.7); multiple calls with B. Mishkin re research (0.5); revise research memo (0.5). | 5.7 |

27188.1021 – PLAN & DISCLOSURE STATEMENT

Invoice Number: 2491627

| Date | Timekeeper | Narrative | Hours |
|--------------------|----------------------|---|--------------|
| 05/30/25 | Park, Junho | Send corporate background documents to M. Godbe. | 0.2 |
| 05/31/25 | Goodman, Mark P. | Email with N. Labovitz and E. Weisgerber re plan negotiations with DIP Lender. | 0.1 |
| 05/31/25 | Labovitz, M. Natasha | Correspond with M. Goodman and E. Weisgerber re plan negotiations with CSCEC Holding. | 0.3 |
| 05/31/25 | Weisgerber, Erica S. | Correspond with M. Goodman and N. Labovitz re plan negotiations. | 0.1 |
| 05/31/25 | Mishkin, Benjamin | Revise chapter 11 research memo. | 2.0 |
| 05/31/25 | Khaddad, Farhan | Continue research on chapter 11 issues. | 2.3 |
| 05/31/25 | Lin, Lily | Research question re plan issues. | 3.9 |
| Total Hours | | | 299.5 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|-----------------------|--------------|-------------|---------------------|
| Partner | Goodman, Mark P. | 0.9 | 2,317.50 | 2,085.75 |
| | Labovitz, M. Natasha | 14.1 | 2,317.50 | 32,676.75 |
| | Weisgerber, Erica S. | 2.9 | 2,025.00 | 5,872.50 |
| | Partner Total | 17.9 | | \$40,635.00 |
| Counsel | Bruens, Craig A. | 1.1 | 1,674.00 | 1,841.40 |
| | Worenklein, Elie J. | 27.3 | 1,620.00 | 44,226.00 |
| | Counsel Total | 28.4 | | \$46,067.40 |
| Associate | Godbe, Michael C. | 34.8 | 1,471.50 | 51,208.20 |
| | Heller, Rory | 22.6 | 1,287.00 | 29,086.20 |
| | Koboci, Shefit | 5.9 | 1,192.50 | 7,035.75 |
| | Mishkin, Benjamin | 109.5 | 801.00 | 87,709.50 |
| | Associate Total | 172.8 | | \$175,039.65 |
| Summer Assoc | Khaddad, Farhan | 38.8 | 513.00 | 19,904.40 |
| | Lin, Lily | 38.9 | 513.00 | 19,955.70 |
| | Summer Assoc Total | 77.7 | | \$39,860.10 |
| Legal Assistant | Park, Junho | 2.7 | 522.00 | 1,409.40 |
| | Legal Assistant Total | 2.7 | | \$1,409.40 |
| Matter Total | | 299.5 | | \$303,011.55 |



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491628

Client Matter 27188.1022

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with RELIEF FROM STAY & ADEQUATE PROTECTION

| | |
|---------------------------|--------------------|
| Fees | \$92,845.35 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$92,845.35 |

| Date | Timekeeper | Narrative | Hours |
|----------|------------------------|---|-------|
| 05/01/25 | Maass, Molly Baltimore | Draft email to J. Hayes re legal research (0.2); email with restructuring and litigation teams re preparation for argument on lift-stay motion (0.2). | 0.4 |
| 05/02/25 | Labovitz, M. Natasha | Review and analyze BMLP lift-stay objection (0.5); correspond with E. Weisgerber and M. Maass re same and preparation for argument (0.3). | 0.8 |
| 05/02/25 | Weisgerber, Erica S. | Prepare for argument on motion to lift stay for NY Court of Appeals appeal (1.8); correspond with N. Labovitz and M. Maass re same (0.2). | 2.0 |
| 05/02/25 | Hayes, Jacqueline | Summarize supporting case law re stay relief (8.1); email with M. Maass re same (0.2). | 8.3 |
| 05/02/25 | Maass, Molly Baltimore | Email with J. Hayes re legal research on lift-stay argument (0.3); review BMLP objection re same (1.5); draft talking points re same (3.2). | 5.0 |
| 05/03/25 | Worenklein, Elie J. | Review and analyze BMLP objection to stay relief motion. | 0.7 |
| 05/04/25 | Goodman, Mark P. | Email with Debevoise team re response to BMLP's objection to lifting stay. | 0.2 |
| 05/04/25 | Labovitz, M. Natasha | Call with E. Weisgerber re responses to BMLP objection (0.2); outline talking points and responses re same (0.6); correspond with Debevoise team re same (0.4); review and comment on argument outline (0.3); review order language (0.2). | 1.7 |
| 05/04/25 | Weisgerber, Erica S. | Review briefing and opposition re motion to lift stay to pursue appeal (1.3); call with N. Labovitz re same (0.2); correspond with Debevoise team re talking points (0.3); prepare talking points re same (4.0); conference with R. Zipursky, M. Maass, E. Worenklein, and B. Mishkin re same (0.7); review cases cited in briefing (5.0). | 11.5 |
| 05/04/25 | Worenklein, Elie J. | Correspond with team re arguments for stay relief hearing (1.4); draft arguments for talking points (1.8); comment on draft talking points for hearing (0.9); participate in internal call re preparation for hearing with E. Weisgerber; B. Mishkin, R. Zipursky and M. Maass (0.7); draft email re questions for oral argument strategy for team (0.4). | 5.2 |
| 05/04/25 | Kirschenbaum, Deven | Draft talking points for oral argument for motion for stay relief. | 1.8 |
| 05/04/25 | Maass, Molly Baltimore | Call with E. Weisgerber, E. Worenklein, R. Zipursky, and B. Mishkin re preparation for argument on lift-stay motion (0.7); assist E. Weisgerber with preparation for same (4.3). | 5.0 |
| 05/04/25 | Mishkin, Benjamin | Call re stay relief motion with E. Weisgerber, E. Worenklein, R. Zipursky, and M. Maass (0.7); research case law on relief from stay and state-law claims (2.4). | 3.1 |
| 05/04/25 | Zipursky, Rebecca | Revise talking points for E. Weisgerber (0.4); review E. Weisgerber talking points for hearing (0.2); meet with, E. Weisgerber, E. Worenklein, B. Mishkin, and M. Maass re upcoming hearing and merits arguments (0.7). | 1.3 |
| 05/05/25 | Goodman, Mark P. | Prepare for stay relief hearing (0.2); revise talking points for hearing re NY appeal litigation (0.3); meet with N. Labovitz, E. Weisgerber and M. Maass re lift stay motion and next steps (0.5). | 1.0 |

| Date | Timekeeper | Narrative | Hours |
|--------------------|------------------------|--|-------------|
| 05/05/25 | Labovitz, M. Natasha | Meet with E. Weisgerber in preparation for stay-relief hearing (0.3); review and comment on talking points re same (0.4); participate in discussion with M. Goodman, E. Weisgerber and M. Maass after hearing (0.5). | 1.2 |
| 05/05/25 | Weisgerber, Erica S. | Meet with N. Labovitz re preparation for stay-relief hearing (0.3); prepare for hearing on motion to lift stay (3.4); conference with N. Labovitz, M. Goodman, and M. Maass re same and strategy for case (0.5). | 4.2 |
| 05/05/25 | Worenklein, Elie J. | Draft email to A. Costin re recap of stay relief hearing and next steps in appeal (0.3); comment on draft order on stay relief (0.2); phone call with R. Heller re stay relief hearing and proposed order (0.3). | 0.8 |
| 05/05/25 | Heller, Rory | Update draft proposed order for E. Worenklein review (0.5); call with E. Worenklein re same (0.3). | 0.8 |
| 05/05/25 | Maass, Molly Baltimore | Prepare for lift-stay hearing (0.8); participate in post hearing discussion with M. Goodman, N. Labovitz and E. Weisgerber re same (0.5). | 1.3 |
| 05/05/25 | Mishkin, Benjamin | Prepare notes from lift-stay hearing for team review. | 0.8 |
| 05/08/25 | Labovitz, M. Natasha | Review final appellate brief. | 0.6 |
| Total Hours | | | 57.7 |

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|------------------------|--------------|-------------|--------------------|
| Partner | Goodman, Mark P. | 1.2 | 2,317.50 | 2,781.00 |
| | Labovitz, M. Natasha | 4.3 | 2,317.50 | 9,965.25 |
| | Weisgerber, Erica S. | 17.7 | 2,025.00 | 35,842.50 |
| | Partner Total | 23.2 | | \$48,588.75 |
| Counsel | Worenklein, Elie J. | 6.7 | 1,620.00 | 10,854.00 |
| | Counsel Total | 6.7 | | \$10,854.00 |
| Associate | Maass, Molly Baltimore | 11.7 | 1,471.50 | 17,216.55 |
| | Zipursky, Rebecca | 1.3 | 1,354.50 | 1,760.85 |
| | Heller, Rory | 0.8 | 1,287.00 | 1,029.60 |
| | Hayes, Jacqueline | 8.3 | 1,017.00 | 8,441.10 |
| | Kirschenbaum, Deven | 1.8 | 1,017.00 | 1,830.60 |
| | Mishkin, Benjamin | 3.9 | 801.00 | 3,123.90 |
| | Associate Total | 27.8 | | \$33,402.60 |
| Matter Total | | 57.7 | | \$92,845.35 |



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New York, NY 10001
+1 212 909 6000

June 27, 2025

Chenyue Zhang
CCA Construction, Inc.
445 South Street
Suite 310
Morristown, NJ 07960

Invoice #: 2491629

Client Matter 27188.1024

FOR PROFESSIONAL SERVICES rendered through May 31, 2025 in connection with REPORTING

| | |
|---------------------------|--------------------|
| Fees | \$11,619.00 |
| Charges and Disbursements | \$0.00 |
| TOTAL | \$11,619.00 |

27188.1024 – REPORTING

Invoice Number: 2491629

| Date | Timekeeper | Narrative | Hours |
|--------------------|----------------------|---|------------|
| 05/08/25 | Worenklein, Elie J. | Comment on monthly reports from BDO to be distributed to BMLP and Lowenstein (0.3); zoom with E. Blum [BDO] and J. Schwarz [BDO] re reporting and cash flow (0.5); review summary from BDO re questions on SOFA (0.3); exchange emails with BDO team and F. Yudkin [Cole Schotz] re questions on SOFA (0.2); draft update to team re call with BDO on required reporting (0.4). | 1.7 |
| 05/08/25 | Worenklein, Elie J. | Review summary from BDO re questions on SOFA (0.3); emails with BDO team and F. Yudkin [Cole Schotz] re questions on SOFA (0.2); draft update to team re call with BDO on required reporting (0.4). | 0.9 |
| 05/20/25 | Labovitz, M. Natasha | Review and respond to E. Worenklein re MOR question. | 0.2 |
| 05/20/25 | Worenklein, Elie J. | Comment on draft MOR for April (0.3); email N. Labovitz re additional disclosures requested by BMLP to MOR (0.3). | 0.6 |
| 05/21/25 | Labovitz, M. Natasha | Correspond with E. Worenklein re monthly operating report. | 0.2 |
| 05/21/25 | Worenklein, Elie J. | Comment on revised MOR (0.3); email with N. Labovitz re same (0.2); phone call with J. Schwarz [BDO] re MOR updates and other cash updates (0.6); zoom with E. Blum [BDO] and J. Schwarz [BDO] re updates to MOR and DIP downward adjustment (0.8); draft email summary of reporting procedures for team (0.7); follow up call with J. Schwarz [BDO] re MOR reporting (0.5); phone call with E. Blum [BDO] re DIP reporting in MOR (0.3). | 3.4 |
| Total Hours | | | 7.0 |

27188.1024 – REPORTING

Invoice Number: 2491629

TIMEKEEPER SUMMARY

| Title | Timekeeper | Hours | Rate | Amount |
|---------------------|----------------------|--------------|-------------|--------------------|
| Partner | Labovitz, M. Natasha | 0.4 | 2,317.50 | 927.00 |
| | Partner Total | 0.4 | | \$927.00 |
| Counsel | Worenklein, Elie J. | 6.6 | 1,620.00 | 10,692.00 |
| | Counsel Total | 6.6 | | \$10,692.00 |
| Matter Total | | 7.0 | | \$11,619.00 |

Description of Disbursements for the Compensation Period

| Date | Timekeeper | Disbursement Category | Narrative | Amount |
|-------------|-------------------------|----------------------------------|---|---------------|
| 4/11/2025 | Heller, Rory | Computer Assisted Legal Research | Lexis Services | \$238.79 |
| 4/30/2025 | Hayes, Jacqueline | Computer Assisted Legal Research | Westlaw | \$220.10 |
| 4/30/2025 | Hayes, Jacqueline | Computer Assisted Legal Research | Westlaw | \$12.07 |
| 5/1/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7403693805100603; Late Night Taxi; Taxi; 05/01/2025; Late night car | \$28.70 |
| 5/3/2025 | Precost-New York, D&P | In-House Reproduction | Duplicating Services | \$27.40 |
| 5/3/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$2.20 |
| 5/3/2025 | Weisgerber, Erica S. | Travel | Vendor: DialCar, Inc.; Invoice#: 70997; Taxi Invoice for Dial - 70997 - Taxi: 04794 - 5/3/2025: - 1122068 | \$48.84 |
| 5/3/2025 | Worenklein, Elie J. | Travel | Vendor: DialCar, Inc.; Invoice#: 70997; Taxi Invoice for Dial - 70997 - Taxi: 10375 - 5/3/2025: - 1122070 | \$92.04 |
| 5/5/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$0.20 |
| 5/6/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$16.60 |
| 5/6/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7426595005240603 Late Night Taxi; Taxi; 05/06/2025; Late night car | \$65.67 |
| 5/6/2025 | Park, Junho | Working Meal | Vendor: Park, Junho Invoice#: 7426595005240603 Late Night Meal; Night/Weekend Working Meals; 05/06/2025; Working meal | \$34.81 |
| 5/7/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$14.80 |

| Date | Timekeeper | Disbursement Category | Narrative | Amount |
|-----------|-------------------------|-----------------------|--|----------|
| 5/7/2025 | Weisgerber, Erica S. | Working Meal | Vendor: Erica Weisgerber (#4794) Invoice#: 7412441805160603 Late Night Meal: May 7, 2025; Night/Weekend Working Meals; 05/07/2025; Working meal | \$32.23 |
| 5/7/2025 | Worenklein, Elie J. | Working Meal | Vendor: Elie Worenklein (#10375) Invoice#: 7413132005160603 Late Night Meal; Night/Weekend Working Meals; 05/07/2025; Working meal | \$40.00 |
| 5/7/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7435517705280602 Late Night Taxi; Taxi; 05/07/2025; Late night car | \$34.48 |
| 5/8/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$17.00 |
| 5/8/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$6.20 |
| 5/8/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7426595005240603 - Late Night Taxi; Taxi; 05/08/2025; Late night car | \$62.96 |
| 5/8/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7435518305280602 Late Night Taxi; Taxi; 05/08/2025; Late night car | \$28.71 |
| 5/11/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$77.00 |
| 5/12/2025 | Scheduled Job, Dev Team | In-House Reproduction | Document Production | \$31.20 |
| 5/12/2025 | Precost-New York, D&P | In-House Reproduction | Duplicating Services | \$138.00 |
| 5/13/2025 | Worenklein, Elie J. | Working Meal | Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-43; Elie Worenklein; Order date: 5/13/2025; Order ID:946129811261557; Working Meal | \$37.60 |

| Date | Timekeeper | Disbursement Category | Narrative | Amount |
|-----------|-----------------------|-----------------------|--|----------|
| 5/14/2025 | Mishkin, Benjamin | Working Meal | Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-43; Benjamin Mishkin; Order date: 5/14/2025; Order ID:800229839250228; Working Meal | \$38.15 |
| 5/15/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7435518605280602 Late Night Taxi; Taxi; 05/15/2025; Late night car | \$29.95 |
| 5/15/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7445754406030604 Late Night Meal; Night/Weekend Working Meals; 05/15/2025; Working meal | \$40.00 |
| 5/15/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7445754406030604 Parking; 05/15/2025; Parking | \$20.00 |
| 5/15/2025 | Park, Junho | Working Meal | Vendor: Park, Junho Invoice#: 7445754406030604 Late Night Travel; Public Transit; 05/15/2025; Late night travel | \$10.00 |
| 5/19/2025 | Mishkin, Benjamin | Working Meal | Vendor: Mishkin, Benjamin A. Invoice#: 7435517105250603 Late Night Working Meal; Night/Weekend Working Meals; 05/19/2025; Working meal | \$15.51 |
| 5/19/2025 | Lin, Lily | Working Meal | Vendor: Lin, Ziqing Invoice#: 7441279505300601 Late Night Working Meal; Night/Weekend Working Meals; 05/19/2025; Working meal | \$39.08 |
| 5/20/2025 | Precost-New York, D&P | In-House Reproduction | Duplicating Services | \$783.40 |
| 5/20/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7442552605310602 Late Night Taxi; Taxi; 05/20/2025; Late night car | \$29.99 |
| 5/20/2025 | Park, Junho | Working Meal | Vendor: Park, Junho Invoice#: 7445730506030604 Late Night - ; Night/Weekend Working Meals; 05/20/2025; Working meal | \$39.89 |

| Date | Timekeeper | Disbursement Category | Narrative | Amount |
|-----------|----------------------|-----------------------|---|----------|
| 5/20/2025 | Park, Junho | Travel | Vendor: Concord Limousine 1, LLC; Invoice#: 178342; Taxi Invoice for Concord - 178342 - Taxi: 12919 - 5/20/2025: - 1122821 | \$104.86 |
| 5/21/2025 | Ellis, Carl | In-House Reproduction | Duplicating Services | \$112.20 |
| 5/21/2025 | Heller, Rory | Travel | Vendor: Rory B. Heller (#11934) Invoice#: 7444869205310602 Late Night Taxi; Taxi; 05/21/2025; Late night car | \$37.99 |
| 5/21/2025 | Heller, Rory | Working Meal | Vendor: Rory B. Heller (#11934) Invoice#: 7444869205310602 Late night meal; Night/Weekend Working Meals; 05/21/2025; Working meal | \$40.00 |
| 5/21/2025 | Mishkin, Benjamin | Working Meal | Vendor: Mishkin, Benjamin A. Invoice#: 7443315405310602 Late Night Meal; Night/Weekend Working Meals; 05/21/2025; Working meal | \$26.82 |
| 5/21/2025 | Lin, Lily | Working Meal | Vendor: Lin, Ziqing Invoice#: 7443998805310602 Late Night Meal; Night/Weekend Working Meals; 05/21/2025; Working meal | \$40.00 |
| 5/21/2025 | Park, Junho | Working Meal | Vendor: Park, Junho Invoice#: 7445730506030604 Late Night Working Meal; Night/Weekend Working Meals; 05/21/2025; Working meal | \$32.94 |
| 5/21/2025 | Weisgerber, Erica S. | Travel | Vendor: DialCar, Inc.; Invoice#: 71572; Date: 5/28/2025 - Taxi Invoice for Dial - 71572 - Taxi: 04794 - 5/21/2025: - 1122859 | \$48.84 |
| 5/22/2025 | Labovitz, M. Natasha | Working Meal | Vendor: Natasha Labovitz, HSA (#1083) Invoice#: 7443616205310602 Working meal at hearing; Other Meals; 05/22/2025; Working meal. | \$474.41 |
| 5/22/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7442558605310602 Late Night Tax; Taxi; 05/22/2025; Late night car | \$51.99 |

| Date | Timekeeper | Disbursement Category | Narrative | Amount |
|-----------|-------------------------|-----------------------|--|----------|
| 5/22/2025 | Lin, Lily | Travel | Vendor: Lin, Ziqing Invoice#: 7443998805310602 5/21 Late Night Taxi; Taxi; 05/22/2025; Late night car | \$15.39 |
| 5/22/2025 | Labovitz, M. Natasha | Travel | Vendor: Concord Limousine 1, LLC; Invoice#: 178254; Taxi Invoice for Concord - 178254 - Taxi: 01083 - 5/22/2025: - 1122838 | \$497.78 |
| 5/22/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7445705406030604 Date: 6/3/2025 - Non-Working Travel; Parking; 05/22/2025; Travel | \$12.00 |
| 5/22/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7445705406030604 Date: 6/3/2025 - Non-Working Travel; Mileage; 05/22/2025; Travel | \$105.70 |
| 5/22/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7445705406030604 Date: 6/3/2025 - Non-Working Travel; Tolls; 05/22/2025; Travel | \$14.65 |
| 5/22/2025 | Park, Junho | Travel | Vendor: Park, Junho Invoice#: 7446768906030604 Date: 6/3/2025 - Non-Working Travel; Tolls; 05/22/2025; Travel | \$14.65 |
| 5/22/2025 | Goodman, Mark P. | Travel | Vendor: Goodman, Mark. P. Invoice#: 25052019493 Date: Non-Working Travel; Train; 5/22/25, Travel | \$131.00 |
| 5/22/2025 | Weisgerber, Erica S. | Travel | Vendor: DialCar, Inc.; Invoice#: 71572; Taxi Invoice for Dial - 71572 - Taxi: 04794 - 5/22/2025: - 1122840 | \$530.57 |
| 5/22/2025 | Park, Junho | Travel | Vendor: Concord Limousine 1, LLC; Invoice#: 178342; Taxi Invoice for Concord - 178342 - Taxi: 12919 - 5/22/2025: - 1122882 | \$104.86 |
| 5/22/2025 | Goodman, Mark P. | Travel | Vendor: Leros Point to Point, Inc.; Invoice#: 81449; Taxi Invoice for Leros - 81449 - Taxi: 00140 - 5/22/2025: - 1122713 | \$140.84 |
| 5/23/2025 | Scheduled Job, Dev Team | In-house Reproduction | Document Production | \$5.20 |

| Date | Timekeeper | Disbursement Category | Narrative | Amount |
|-----------|-------------------------|-----------------------|--|----------|
| 5/23/2025 | Scheduled Job, Dev Team | In-house Reproduction | Document Production | \$8.60 |
| 5/28/2025 | Erosa, Manuel Luis | Outside Research | Vendor: Blue Marble Logistics, LLC; Invoice#: 292555; Date: 5/28/2025 - Retrieval - Case Precedent | \$288.00 |
| 5/29/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7469324806130603 Late Night Taxi; Taxi; 05/29/2025; Late night car | \$31.77 |
| 5/30/2025 | Mishkin, Benjamin | Working Meal | Vendor: Mishkin, Benjamin A. Invoice#: 7469336006100602 Late Night Working Meal; Night/Weekend Working Meals; 05/30/2025; Working Meal | \$21.20 |
| 5/30/2025 | Mishkin, Benjamin | Travel | Vendor: Mishkin, Benjamin A. Invoice#: 7469330606130603 Late Night Taxi; Taxi; 05/30/2025; Late night car | \$34.68 |
| 5/30/2025 | Khaddad, Farhan | Working Meal | Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-45; Order date:5/30/2025; Order ID:418029986357035; Working meal | \$40.00 |