

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**ATTORNEY FEE APPLICATION COVER SHEET**  
**FOR THE PERIOD DECEMBER 22, 2024 THROUGH FEBRUARY 13, 2026**

In re CCA Construction, Inc.<sup>1</sup> 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.

/s/ M. Natasha Labovitz March 24, 2026  
M. Natasha Labovitz Date

**SECTION I**  
**FEE SUMMARY**

**Fourth Interim Fee Application Covering the Period**  
**January 1, 2026 through February 13, 2026 (the “Final Compensation Period”):**

Fee Total	\$629,035.65
Disbursements Total	\$1,815.50
Total Fee Application	\$630,851.15

**Final Fee Application Covering the Period**  
**December 22, 2024 through February 13, 2026 (the “Final Compensation Period”):**

Fee Total	\$12,861,084.17
Disbursements Total	\$66,663.89
Total Fee Application	\$12,927,748.06

	FEES	EXPENSES
TOTAL PREVIOUS FEES REQUESTED:	\$12,232,048.52	\$64,848.39
TOTAL FEES ALLOWED TO DATE:	\$12,232,048.52	\$64,848.39
TOTAL RETAINER REMAINING:	\$0.00	\$0.00
TOTAL HOLDBACK (IF APPLICABLE):	\$0.00	\$0.00
TOTAL RECEIVED BY APPLICANT:	\$11,600,206.08	\$64,848.39

<sup>1</sup> 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.



**SECTION II  
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 needed: See narrative portion of fee application.
- (5) Anticipated distribution to creditors:
  - (a) Administration expense: To be paid in accordance with the *Chapter 11 Plan of CCA Construction, Inc. (Technical Modifications)* [Docket No. 698, Ex. A] (the “**Plan**”).
  - (b) Secured creditors: To be paid in accordance with the Plan.
  - (c) Priority creditors: To be paid in accordance with the Plan.
  - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors: Final dividend percentages as provided for in the Plan.
- (7) This is the fourth interim and first final compensation application.

**DEBEVOISE & PLIMPTON LLP**

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

In re:

CCA Construction, Inc.

Debtor.<sup>1</sup>

Chapter 11

Case No. 24-22548 (CMG)

**FOURTH INTERIM AND FINAL  
APPLICATION OF DEBEVOISE & PLIMPTON LLP FOR  
COMPENSATION OF PROFESSIONAL SERVICES RENDERED  
AND REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES**

Debevoise & Plimpton LLP (“**Debevoise**”), as co-counsel for CCA Construction, Inc. (“**CCA**”, and before the effective date of the Plan, the debtor and debtor in possession in the above-captioned case, (the “**Debtor**”)), hereby submits this fourth interim and final application for compensation of professional services rendered and reimbursement of actual and necessary expenses (the “**Application**”) pursuant to (i) sections 327, 328, 330 and 331 of title 11 of the

<sup>1</sup> 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.

United States Code (the “**Bankruptcy Code**”), rule 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 2016-1 and 2016-3 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, (ii) the Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases (the “**Guidelines**”), and (iii) this Court’s *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of This Court*, dated February 18, 2025 [Docket No. 178] (the “**Interim Compensation Procedures Order**”), for professional services rendered by Debevoise for the period commencing January 1, 2026 through and including February 13, 2026 (the “**Fourth Interim Compensation Period**”), for professional services rendered by Debevoise for the period commencing December 22, 2024 through and including February 13, 2026 (the “**Final Compensation Period**”), and for reimbursement of its actual and necessary expenses incurred during the Fourth Interim Compensation Period and Final Compensation Period. In support of this Application, Debevoise respectfully represents as follows:

### **Background**

1. On December 22, 2024 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtor, its businesses, and the facts and circumstances supporting the Debtor’s chapter 11 case is set forth in greater detail in the *Declaration of Yan Wei, Chairman and Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* [Docket No. 11] and incorporated by reference herein. The Debtor operated its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. CCA continues to operate its business pursuant to the Plan following the Effective Date and is serving as the Plan Administrator (as defined in the Plan).

2. On March 5, 2025, the Court entered an Order directing the U.S. Trustee to appoint an examiner [Docket No. 211]. On April 29, 2025, the U.S. Trustee appointed an examiner [Docket No. 280]. No statutory committees have been appointed or designated.

3. On January 27, 2025, the Debtor filed the *Application for Entry of an Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date* [Docket No. 98] (the “**Retention Application**”).

4. On February 7, 2025, the Court entered an *Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective as of the Petition Date* [Docket No. 135; **Exhibit A** hereto] (the “**Retention Order**”).

5. On June 16, 2025, Debevoise filed the *First Interim Application of Debevoise & Plimpton LLP for Compensation of Professional Services Rendered and Reimbursement of Actual and Necessary Expenses* [Docket No. 368] (the “**First Interim Fee Application**”). On July 10, 2025, the Court entered the *Order Approving First Interim Fee Applications of Certain Retained Professionals* [Docket No. 402] approving, among other things, the First Interim Fee Application.

6. On October 15, 2025, Debevoise filed the *Second Interim Application of Debevoise & Plimpton LLP for Compensation of Professional Services Rendered and Reimbursement of Actual and Necessary Expenses* [Docket No. 521] (the “**Second Interim Fee Application**”). On December 3, 2025, the Court entered the *Order Approving Interim Fee Applications of Certain Retained Professionals for the Period May 1, 2025 Through August 31, 2025* [Docket No. 594] approving, among other things, the Second Interim Fee Application.

7. On February 11, 2026, the Court entered its *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis, and (II) Confirming the Chapter 11 Plan of CCA Construction, Inc.* [Docket No. 698].

8. On February 13, 2026, the Debtor filed the *Notice of (A) Entry of the Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Chapter 11 Plan of CCA Construction, Inc.; (B) the Effective Date Thereof; and (C) Certain Deadlines* [Docket No. 702]. The Effective Date of the Plan was February 13, 2026.

9. On February 17, 2026, Debevoise filed the *Third Interim Application of Debevoise & Plimpton LLP for Compensation of Professional Services Rendered and Reimbursement of Actual and Necessary Expenses* [Docket No. 708] (the “**Third Interim Fee Application**”). On March 12, 2026, the Court entered the *Order Approving Interim Fee Applications of Certain Retained Professionals for the Period September 1, 2025 Through December 31, 2025* [Docket No. 737] approving, among other things, the Third Interim Fee Application.

**Information Required by the Guidelines**

**A. The Scope of the Application**

6. Consistent with the Guidelines, Debevoise discloses the following concerning the scope of the Application:

Name of Applicant	Debevoise & Plimpton LLP
Name of Client	CCA Construction, Inc., Debtor in Possession
Petition Date	December 22, 2024
Retention Date	Order signed February 7, 2025 [Docket No. 135], effective December 22, 2024
Date of Order Approving Employment	February 7, 2025; a true copy of the Retention Order is attached as <b><u>Exhibit A</u></b>

Time Period Covered by Application	December 22, 2024 – February 13, 2026
Terms and Conditions of Employment	Hourly
Interim / Final	Interim and Final application under 11 U.S.C. §§ 330 and 331
Date and Terms of Administrative Fee Order	On February 18, 2025, this Court entered the Interim Compensation Procedures Order. Pursuant to the Interim Compensation Procedures Order, Professionals (as defined therein) can file monthly fee statements with the Court. If there are no objections to a monthly fee statement, Professionals are entitled to payment of eighty (80%) percent of the fees and one hundred (100%) percent of the expenses requested in their monthly fee statement. The Interim Compensation Procedures Order further provides that Professionals may file interim fee applications for allowance of compensation and reimbursement of expenses of the amount sought in their monthly fee statements, including the twenty percent (20%) holdback pursuant to Section 331 of the Bankruptcy Code at four-month intervals or such other intervals directed by the Court.
11 U.S.C. § 330	Debevoise seeks compensation under 11 U.S.C. § 330.
Total Compensation (Fees) Sought in the Fourth Interim Compensation Period	\$629,035.65
Total Expenses Sought in the Fourth Interim Compensation Period	\$1,815.50
Total Compensation (Fees) Sought in the Final Compensation Period	\$12,861,084.17
Total Expenses Sought in the Final Compensation Period	\$66,663.89
Total compensation approved by interim order to date	\$12,232,048.52
Total expenses approved by interim order to date	\$64,848.39
Blended rate in this application for all attorneys for the Final Compensation Period	\$1,527.35
Blended rate in this application for all timekeepers for the Final Compensation Period	\$1,375.71
Compensation sought in this application already paid pursuant to a monthly compensation order but not yet allowed	\$0.00
Expenses sought in this application already paid pursuant to a monthly compensation order but not yet allowed	\$0.00

If applicable, number of professionals in this application not included in staffing plan approved by client	N/A
If applicable, difference between fees budgeted and compensation sought for this period	<p>Debevoise budgeted \$700,000.00 in fees during the Fourth Interim Compensation Period and incurred \$629,035.65 in fees during the Fourth Interim Compensation Period, \$70,964.35 less than budgeted.</p> <p>Debevoise budgeted \$14,480,000.00 in fees during the Final Compensation Period and incurred \$12,861,084.17 in fees during the Final Compensation Period, \$1,618,915.83 less than budgeted.</p>
Number of professionals billing fewer than 15 hours to the case during the Final Compensation Period	18
Are any rates higher than those approved or disclosed at retention? If yes, calculate and disclose the total compensation sought in this application using the rates originally disclosed in the retention application.	<p><input checked="" type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>In accordance with the Retention Order, Debevoise filed a notice of rate increase effective as of December 1, 2025 [Docket No. 700]. The total compensation sought for the Fourth Interim Compensation Period using the rates originally disclosed in the Retention Application would be \$562,577.40.</p>

**B. Summary of Timekeepers**

7. With respect to each professional and paraprofessional who billed on the matter during the Final Compensation Period, Debevoise discloses the following information in **Exhibit B-2** attached: (i) name; (ii) title or position; (iii) primary department, group, or section; (iv) year of first admission to the bar, if applicable; (v) total fees billed included in this Application; (vi) total hours billed included in this Application; and (vii) applicable hourly rate for this chapter 11 case.

**C. Customary and Comparable Compensation**

8. The hourly rates and corresponding rate structure utilized by Debevoise in this chapter 11 case are customary and consistent with the hourly rates and corresponding rate structure used by Debevoise for non-restructuring matters, including similar complex corporate,

securities, and litigation matters whether in court or otherwise. For the convenience of the Court, **Exhibit C** sets forth Debevoise’s blended hourly rate data for the Final Compensation Period for other practice groups as compared to the fees sought in this Application for the Final Compensation Period. As set forth in Exhibit C, Debevoise’s blended hourly rate for all timekeepers providing services to the Debtor during the Final Compensation Period was \$1,375.71.

**D. Statements from the Applicant**

9. Consistent with the Guidelines, Debevoise answers the following questions:

<u>Question</u>	<u>Answer</u>
Did you agree to any variations from, or alternatives to, your standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the application period?	As disclosed in the Retention Application, Debevoise agreed to a 10% discount to its standard hourly rates.
If the fees sought in this fee application as compared to the fees budgeted for the time period covered by this fee application are higher by 10% or more, did you discuss the reasons for the variation with the client?	The total fees requested in this Application are not higher than by 10% or more of the total budgeted amount for the Final Compensation Period.
Have any of the professionals included in this fee application varied their hourly rate based on the geographic location of the bankruptcy case?	No.
Does the fee application include time or fees related to reviewing or revising time records or preparing, reviewing, or revising invoices?	Yes.
Does this fee application include time or fees for reviewing time records to redact any privileged or other confidential information?	Yes.
Does the fee application include any rate increases?	Yes, Debevoise implemented one rate increase during the Final Compensation Period [Docket No. 700].

**E. Budget and Staffing Plan**

10. As part of obtaining debtor-in-possession financing, Debevoise provided the Debtor an estimate of its expected fees, subject to the right to amend the budget based on the progress of the chapter 11 case. Set forth below is the approved budget and the total amount of hours and fees actually incurred during the Final Compensation Period. Consistent with the

Guidelines, additional information regarding Debevoise’s budget and staffing plan for the Final Compensation Period are attached hereto as **Exhibits D-1** and **D-2**.

<b><u>Month</u></b>	<b><u>Fees Budgeted</u></b>	<b><u>Hours Incurred</u></b>	<b><u>Fees Incurred</u></b>
December 2024 - January 2025	\$2,680,000.00	2,076.2	\$2,633,491.80
February 2025	\$2,000,000.00	1,294.4	\$1,835,414.56
March 2025	\$750,000.00	316.7	\$440,388.45
April 2025	\$500,000.00	749.9	\$1,013,610.60
May 2025	\$1,300,000.00	1,012.7	\$1,294,228.13
June 2025	\$550,000.00	501.7	\$550,741.50 <sup>2</sup>
July 2025	\$600,000.00	394.0	\$548,829.45
August 2025	\$1,000,000.00	503.4	\$756,131.85
September 2025	\$1,200,000.00	529.7	\$806,032.80
October 2025	\$1,200,000.00	450.5	\$610,267.73
November 2025	\$1,000,000.00	676.6	\$1,035,665.10
December 2025	\$1,000,000.00	422.6	\$707,246.55
January 2026	\$500,000.00	255.5	\$386,246.25
February 2026	\$200,000.00	164.8	\$242,789.40
<b>Total</b>	<b>\$14,480,000.00</b>	<b>9,348.7</b>	<b>\$12,861,084.17</b>

**Summary of Professional Services Rendered and Expenses Incurred**

11. Debevoise seeks final allowance of compensation for professional services rendered to the Debtor during the Final Compensation Period in the amount of \$12,861,084.17. In addition, Debevoise seeks approval for reimbursement of expenses incurred in connection with the rendition of its services in the aggregate amount of \$66,663.89. During the Final Compensation Period, Debevoise attorneys and paraprofessionals expended a total of 9,348.7 hours for which compensation is requested. The fees charged by Debevoise in this chapter 11 case are billed in accordance with the Retention Order.

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<sup>2</sup> As previously disclosed, this amount reflects the voluntary reduction of \$21,870.00 in fees to which Debevoise agreed in response to informal comments from the Office of the United States Trustee and counsel to BML Properties, Ltd. [Docket No. 441].

12. The following summary highlights the major areas in which Debevoise rendered services during the Fourth Interim Compensation Period.<sup>3</sup> Summaries for the remainder of the Final Compensation Period are provided in Debevoise's First, Second, and Third Interim Fee Applications [Docket Nos. 368, 521, and 708] and are incorporated herein by reference. As required by the Guidelines, the summary is organized by project category. A summary chart setting forth the number of hours spent and the amount of compensation requested for each projected category is attached as **Exhibit E-1** and a summary chart setting forth the amount of expenses requested by Debevoise in this Application is attached as **Exhibit E-2**.

13. Detailed descriptions of services rendered are contained in Debevoise's monthly fee statements for the Final Compensation Period. Debevoise's monthly fee statements for the Fourth Interim Compensation Period are attached as **Exhibit F** hereto and are incorporated herein by reference. Debevoise's monthly fee statements corresponding to the First, Second, and Third Interim Fee Applications appear at Docket Nos. 286, 333, 352, 366, 391, 417, 467, 495, 572, 597, 685, and 701 and are also incorporated herein by reference.

**A. Case Administration**

14. This category includes time expended by Debevoise on a variety of activities relating to the day-to-day management and prosecution of this chapter 11 case. During the Fourth Interim Compensation Period, this included, among other things, preparing for and participating in Court hearings, interfacing with the U.S. Trustee and the Court on general case administration, participating in internal meetings regarding open work streams in the case,

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<sup>3</sup> The summary is intended to highlight the primary categories of services Debevoise rendered on behalf of the Debtor and for the benefit of the estate during the Fourth Interim Compensation Period; it is not intended to itemize each and every professional service which Debevoise performed.

monitoring critical dates, maintaining a case calendar, task lists, and work-in-progress reports, and general coordination with the Debtor's other advisors regarding the same.

**B. Claims Administration & Objections**

15. This category includes time expended by Debevoise providing legal services in connection with the submission, administration, and analysis of claims against the Debtor. Activities in this category include, by way of example, reviewing and analyzing proofs of claim filed in accordance with the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 388] and addressing questions related thereto. Debevoise also advised the Debtor in preparing an objection to the proof of claim filed by Marina Pointe East Developer, LLC [Docket No. 670]. In addition, during the Fourth Interim Compensation Period, Debevoise advised the Debtor specifically with respect to resolving claims as provided for under the Plan.

**C. Corporate Governance and Board Matters**

16. This category includes time expended by Debevoise with respect to advising the Debtor's board of directors. During the Fourth Interim Compensation Period, Debevoise, by way of example, prepared for and participated in meetings with the Debtor's board of directors, prepared and revised materials for these meetings, drafted minutes of the respective meetings, and provided updates to the board of directors on the status of the plan and case resolution process.

**D. DIP Financing**

17. This category includes time expended by Debevoise providing legal services in connection with postpetition financing. During the Fourth Interim Compensation Period,

Debevoise advised the Debtor on negotiating and documenting the conversion of the DIP Facility to an exit facility as contemplated by the Plan.

**E. Employment and Fee Applications**

18. This category includes time expended by Debevoise during the Fourth Interim Compensation Period regarding the retention and compensation of several professionals in the chapter 11 case, including preparing Debevoise's monthly fee statements and third interim fee application [Docket No. 708]. Time spent preparing Debevoise's monthly fee statements included time spent reviewing Debevoise's fee statements to ensure that they complied with the U.S. Trustee's Guidelines.

**F. Plan of Reorganization and Disclosure Statement**

19. This category includes time expended by Debevoise advising the Debtor regarding finalizing and obtaining Court approval of the Debtor's plan of reorganization and disclosure statement. During the Fourth Interim Compensation Period, Debevoise coordinated with the Debtor and its other advisors to prepare solicitation versions of the plan [Docket No. 649] and the related disclosure statement [Docket No. 648]. Debevoise also advised the Debtor with respect to drafting and filing the Plan Supplement and amendments thereto [Docket No. 676, 689], the memorandum of law in support of the disclosure statement and plan [Docket No. 692], and evidentiary materials related thereto [Docket No. 691]. Debevoise also advised the Debtor with respect to solicitation of the plan and coordinating with claimants on plan voting. Together these workstreams enabled the Debtor to successfully obtain plan confirmation at the February 11, 2026 hearing and expeditiously emerge from chapter 11 on February 13, 2026.

**G. Reporting**

20. This category includes time Debevoise spent during the Fourth Interim Compensation Period advising the Debtor's financial advisor on preparing the required monthly operating report.

**Relief Requested**

21. Debevoise requests final allowance of compensation for professional services rendered to the Debtor as counsel during the Final Compensation Period in the amount of \$12,861,084.17 and expense reimbursements of \$66,663.89. During the Final Compensation Period, Debevoise attorneys and paraprofessionals expended a total of 9,348.7 hours for which compensation is requested. The fees charged by Debevoise during the Final Compensation Period are billed in accordance with Debevoise's engagement letter with CCA as incorporated into the Retention Order.

**Basis for Relief**

22. Section 330(a)(1)(A) of the Bankruptcy Code provides, in pertinent part, that the Court may award to a professional person "reasonable compensation for actual, necessary services rendered[.]" Section 330(a)(3) of the Bankruptcy Code, in turn, provides that:

In determining the amount of reasonable compensation to be awarded to . . . [a] professional person, the court shall consider the nature, the extent, and the value of such services, includes taking into account all relevant factors, including—

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity,

importance, and nature of the problem, issue, or task addressed;

- (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3).

23. Courts have interpreted this provision to require a two-step analysis. *See In re Engel*, 190 B.R. 206, 209 (Bankr. D.N.J. 1995); *In re Fleming Cos.*, 304 B.R. 85, 89 (D. Del. 2003). First, the court “must be satisfied that the attorney performed actual and necessary services.” *In re Fleming Cos.*, 304 B.R. at 90 (quoting *In re Gencor Industries*, 286 B.R. 170, 176–77 (Bankr. M.D. Fla. 2002)). Services are “actual and necessary” if, at the time they were performed, they were reasonably likely to benefit the estate. *In re APW Enclosure Sys., Inc.*, No. 06-11378 (MFW), 2007 WL 3112414, at \*3 (Bankr. D. Del. 2007). The analysis of whether services were reasonably likely to benefit the estate is an “objective” one, which focuses on whether a reasonable lawyer would have performed the services under the same circumstances. *In re Fleming Cos.*, 304 B.R. at 89. The reasonableness of the applicant professional’s performance should not be evaluated in hindsight: unless there was no chance of a successful reorganization at the time the professional performed the services, whether the reorganization was successful or not should not factor into the evaluation of whether the services were “actual and necessary.” *In re APW Enclosure Sys., Inc.*, 2007 WL 3112414, at \*3.

24. If the court is satisfied that the services were actual and necessary, the second part of the analysis requires the court to evaluate the reasonableness of the compensation sought for those services. *In re Fleming*, 304 B.R. at 90 (“Second, the court must assess a reasonable value

for those services.”). As noted above, section 330(a)(3) of the Bankruptcy Code itself provides a list of factors for courts to use to guide their analysis. *See also LTL Mgmt., LLC v. Houlihan Lokey Cap., Inc.*, 2024 WL 5264295 at \*7 (D.N.J. Dec. 31, 2024) (“Section 330 reasonableness requires the bankruptcy court to determine the amount of reasonable compensation by considering such factors as: (1) the time spent on services; (2) the rate charged by the professional seeking fees; and (3) whether the services were necessary or beneficial at the time of the service.”). However, the Third Circuit has made clear that the list of factors identified in section 330(a)(3) of the Bankruptcy Code is “not all-inclusive.” *In re Lan Assocs. XI, L.P.*, 192 F.3d 109, 123 (3d Cir. 1999). Thus, as the text of section 330 of the Bankruptcy Code provides, courts should weigh “*all* relevant factors” in determining the reasonableness of the compensation sought. *Id.* (emphasis in the original).<sup>4</sup>

25. Debevoise respectfully submits that the services for which it seeks compensation in this Application were, at the time rendered, necessary for and beneficial to the Debtor and its estate, as more fully described herein. Debevoise performed the services for the Debtor efficiently and effectively, and the results obtained benefited not only the Debtor, but also the Debtor’s estate, creditors and other parties in interest. Most importantly, Debevoise’s assistance enabled the Debtor to achieve a comprehensive settlement with its largest single creditor, BML Properties, Ltd., and to thereafter prepare and obtain court approval of a plan of reorganization which provided for the payment in full of all allowed claims or left them otherwise impaired.

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<sup>4</sup> The Third Circuit has also identified the following twelve factors that may be relevant in determining the reasonableness of a professional’s fees: (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *See In re Lan Assocs. XI, L.P.*, 192 F.3d at 123 n.8.

The Debtor was able to prepare and obtain approval of the Plan on an expedited timeline which accelerated recoveries of claimants and significantly reduced the administrative expense burden on the Debtor's estate. The Plan was confirmed without any objections from any economic stakeholder in the Debtor's estate and without any modifications from the Court.

26. Debevoise submits that the compensation requested herein is reasonable in light of the nature, extent, and value of the services rendered. During the Final Compensation Period, Debevoise's hourly billing rates for attorneys ranged from \$522.00 to \$2,592.00. The hourly billing rate for all other timekeepers ranged from \$436.50 to \$972.00. Of the aggregate time expended during the Final Compensation Period, 1,819.5 hours were expended by Debevoise partners, 1,313.8 hours were expended by counsel, 4,754.5 hours were expended by associates, and 1,460.9 hours were expended by all other timekeepers.

27. Allowance of compensation in the amount requested would result in a blended hourly billing rate of \$1,375.71 during the Final Compensation Period. This reflects a blended rate of \$2,203.22 for partners, \$1,641.46 for counsel, \$1,247.44 for associates, and \$523.53 for other timekeepers. As is customary, hourly rates vary with the experience and seniority of the individuals assigned.

28. These rates and the corresponding rate structure reflect the complexity, high stakes, and severe time pressures involved in this case. Subject to the 10% discount to which Debevoise agreed and as provided for in the Retention Order, these hourly rates and the rate structure summarized herein are otherwise equivalent to the hourly rates and corresponding rate structure used by Debevoise for restructuring, workout, bankruptcy, and insolvency matters, as well as for other complex corporate, securities, and litigation matters, whether in-court or otherwise, regardless of whether the filing of a fee application is required. Debevoise strives to

be efficient in the staffing of all of its matters. Debevoise made an effort during the Final Compensation Period to strategically and efficiently staff matters to ensure that many of the more routine (but time consuming) tasks were handled by more junior attorneys or paraprofessionals with lower billing rates. Furthermore, on top of the agreed upon 10% discount, Debevoise has voluntarily reduced its fees by approximately \$858,600.00, an amount that would otherwise be due and owing to Debevoise.

29. In sum, Debevoise respectfully submits that the professional services provided by its attorneys and paraprofessionals on behalf of the Debtor during the Final Compensation Period were necessary and appropriate given the relevant factors set forth in section 330 of the Bankruptcy Code, i.e., the complexity of this case, the time expended, the nature and extent of the services provided, the value of such services, the cost of comparable services outside of bankruptcy, as well as in light of all other relevant factors not specifically enumerated in section 330 of the Bankruptcy Code. These services rendered by Debevoise to the Debtor during the Final Compensation Period were substantial, beneficial, and instrumental to the Debtor in successfully accomplishing its restructuring objectives. In view of the policy underlying sections 330 and 331 of the Bankruptcy Code that attorneys in bankruptcy cases be compensated at parity with attorneys practicing in other fields and in light of the success of the case, Debevoise respectfully submits that compensation on a final basis should be allowed as requested.

*[Remainder of page intentionally left blank.]*

**CONCLUSION**

WHEREFORE, Debevoise respectfully requests a final fee allowance as bankruptcy co-counsel for the Debtor during the Final Compensation Period in the amount of \$12,861,084.17 for fees for services rendered, together with reimbursement of expenses in the amount of \$66,663.89, for a total final fee award of \$12,927,748.06.

Dated: March 24, 2026

*/s/ M. Natasha Labovitz*

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**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (admitted *pro hac vice*)

Erica S. Weisgerber (admitted *pro hac vice*)

Elie J. Worenklein

66 Hudson Boulevard

New York, NY 10001

Telephone: (212) 909-6000

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nlabovitz@debevoise.com

eweisgerber@debevoise.com

eworenklein@debevoise.com

*Co-Counsel to the Debtor and Debtor in Possession*

**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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rbheller@debevoise.com

**COLE SCHOTZ P.C.**

Michael D. Sirota  
Warren A. Usatine  
Ryan T. Jareck  
Felice R. Yudkin  
Court Plaza North, 25 Main Street  
Hackensack, NJ 07601  
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msirota@coleschotz.com  
wusatine@coleschotz.com  
rjareck@coleschotz.com  
fyudkin@coleschotz.com

*Proposed Co-Counsel to the Debtor and Debtor in Possession*

In re:  
CCA Construction, Inc.,<sup>1</sup>

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

<sup>1</sup> 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

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**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

  

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Honorable Christine M. Gravelle  
United States Bankruptcy Judge

(Page | 3)

Debtor: CCA Construction, Inc.  
Case No.: 24-22548 (CMG)  
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Upon CCA’s application [Docket No. 98] (the “**Application**”)<sup>2</sup> 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:

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<sup>2</sup> 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.  
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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.  
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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.  
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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 McMahan  
CCA Construction, Inc.  
445 South Street, Suite 310  
Morristown, NJ 07960

Dear Mr. McMahan:

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](http://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.

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.

**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

**EXHIBIT B-1**

**SUMMARY OF TIMEKEEPERS FOR FOURTH INTERIM COMPENSATION PERIOD**

<b>NAME</b>	<b>TITLE OR POSITION</b>	<b>DEPARTMENT, GROUP, OR SECTION</b>	<b>DATE OF FIRST ADMISSION (if applicable)</b>	<b>HOURS BILLED</b>	<b>HOURLY RATE<sup>1</sup></b>	<b>FEES BILLED</b>
M. Natasha Labovitz	Partner	Restructuring	1997	17.1	\$2,592.00	\$44,323.20
Mark Goodman	Partner	Litigation	1988	2.3	\$2,592.00	\$5,961.60
Sidney P. Levinson	Partner	Restructuring	1988	20.1	\$2,592.00	\$52,099.20
Michael Bolotin	Partner	Tax	2005	0.2	\$2,592.00	\$518.40
Samuel D. Krawiecz	Counsel	Tax	2016	0.3	\$1,980.00	\$594.00
Elie J. Worenklein	Counsel	Restructuring	2012	95.1	\$1,800.00	\$171,180.00
Christopher Ceresa	Associate	Restructuring	2020	8.0	\$1,656.00	\$13,248.00
Rory Heller	Associate	Restructuring	2022	111.6	\$1,512.00	\$168,739.20
Shefit Koboci	Associate	Restructuring	2024	73.1	\$1,458.00	\$106,579.80
Missy Aja	Associate	Finance	2024	2.5	\$1,323.00	\$3,307.50
Benjamin Mishkin	Associate	Restructuring	2025	18.5	\$1,134.00	\$20,979.00
Junho Park	Paralegal	Restructuring	N/A	71.5	\$580.50	\$41,505.75

Client Name CCA Construction, Inc.  
Case Number: 24-22548 (CMG)  
Applicant's Name: Debevoise & Plimpton LLP  
Date of Application: March 24, 2026  
Interim or Final: Final

<sup>1</sup> In accordance with the Retention Order and the Retention Application, these rates reflect a 10% discount to Debevoise's standard rates. 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.

**EXHIBIT B-2**

**SUMMARY OF TIMEKEEPERS FOR FINAL COMPENSATION PERIOD**

<b>NAME</b>	<b>TITLE OR POSITION</b>	<b>DEPARTMENT, GROUP, OR SECTION</b>	<b>DATE OF FIRST ADMISSION (if applicable)</b>	<b>HOURS BILLED</b>	<b>HOURLY RATE<sup>1</sup></b>	<b>FEES BILLED</b>
M. Natasha Labovitz	Partner	Restructuring	1997	814.3	\$2,317.50	\$1,877,870.26
				72.5	\$2,592.00	\$187,920.00
Mark Goodman	Partner	Litigation	1988	225.6	\$2,317.50	\$518,308.88
				18.8	\$2,592.00	\$48,729.60
Sidney P. Levinson	Partner	Restructuring	1988	46.2	\$2,317.50	\$107,068.50
				20.1	\$2,592.00	\$52,099.20
Maura Monaghan	Partner	Litigation	2000	1.4	\$2,317.50	\$3,244.50
Michael Bolotin	Partner	Tax	2005	3.5	\$2,592.00	\$9,072.00
Erica Weisgerber	Partner	Litigation	2009	499.7	\$2,025.00	\$997,616.25
				1.5	\$2,286.00	\$3,429.00
Conway Blake	Partner	Litigation	2012	1.3	\$1,755.00	\$2,281.50
Morgan Davis	Partner	Litigation	2016	114.6	\$1,755.00	\$201,123.00
Craig A. Bruens	Counsel	Restructuring	1999	19.3	\$1,674.00	\$32,308.20
Keith Slattery	Counsel	Insurance	1996	4.0	\$1,737.00	\$6,948.00
Samuel D. Krawiecz	Counsel	Tax	2016	9.6	\$1,980.00	\$19,008.00
Elie J. Worenklein	Counsel	Restructuring	2012	1,114.5	\$1,620.00	\$1,798,767.00
				166.4	\$1,800.00	\$299,520.00
Michael Godbe	Associate	Restructuring	2018	301.5	\$1,471.50	\$442,921.50
				9.6	\$1,656.00	\$15,897.60
Molly Baltimore Maas	Associate	Litigation	2018	363.8	\$1,471.50	\$528,930.68
Christopher Ceresa	Associate	Restructuring	2020	156.0	\$1,458.00	\$225,333.90
				49.7	\$1,656.00	\$82,303.20

<sup>1</sup> In accordance with the Retention Order and the Retention Application, these rates reflect a 10% discount to Debevoise's standard rates. 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	TITLE OR POSITION	DEPARTMENT, GROUP, OR SECTION	DATE OF FIRST ADMISSION (if applicable)	HOURS BILLED	HOURLY RATE <sup>1</sup>	FEES BILLED
Marissa Baron	Associate	Litigation	2020	45.2	\$1,458.00	\$65,901.60
Yuqing Cui	Associate	Litigation	2019	5.2	\$1,458.00	\$7,581.60
Xiaoxiao Zhou	Associate	Litigation	2009	318.2	\$1,458.00	\$461,165.40
Alexander Costin	Associate	Litigation	2022	50.8	\$1,354.50	\$68,808.60
				10.1	\$1,458.00	\$14,725.80
Rebecca Zipursky	Associate	Litigation	2021	170.2	\$1,354.50	\$230,535.90
				46.5	\$1,458.00	\$67,797.00
				10.6	\$1,656.00	\$17,553.60
Rory Heller	Associate	Restructuring	2022	499.4	\$1,287.00	\$642,727.80
				327.1	\$1,354.00	\$443,056.95
				168.7	\$1,512.00	\$255,074.40
Ann Manov	Associate	Litigation	2022	23.4	\$1,287.00	\$30,115.80
Basil Fawaz	Associate	Litigation	2023	79.7	\$1,192.50	\$95,042.25
				8.1	\$1,287.00	\$10,424.70
Missy Aja	Associate	Finance	2023	2.5	\$1,323.00	\$3,307.50
Shefit Koboci	Associate	Restructuring	2024	488.5	\$1,192.50	\$582,536.25
				232.4	\$1,287.00	\$296,396.10
				154.3	\$1,458.00	\$224,969.40
Fabienne El-Cid	Associate	Litigation	2024	82.8	\$1,017.00	\$84,207.60
				8.6	\$1,192.50	\$10,255.50
Gabriela Gabbidon	Associate	Litigation	2024	39.4	\$1,017.00	\$40,069.80
Jacqueline Hayes	Associate	Litigation	2024	55.8	\$1,017.00	\$56,748.60
Deven Kirschenbaum	Associate	Litigation	2024	76.3	\$1,017.00	\$77,597.10
Julia Zhu	Associate	Litigation	2024	5.6	\$1,017.00	\$5,695.20
Rafaella Cattani	Associate	Litigation	2025	2.9	\$801.00	\$2,322.90
Benjamin Mishkin	Associate	Restructuring	2025	651.3	\$801.00	\$521,691.30
				270.2	\$1,017.00	\$273,776.40
				40.1	\$1,134.00	\$45,473.40
Stuart Crew	Law Clerk	Litigation	N/A	4.1	\$801.00	\$3,284.10
Elaine Xie	Law Clerk	Tax	N/A	13.2	\$972.00	\$12,830.40

NAME	TITLE OR POSITION	DEPARTMENT, GROUP, OR SECTION	DATE OF FIRST ADMISSION (if applicable)	HOURS BILLED	HOURLY RATE <sup>1</sup>	FEEES BILLED
Lily Lin	Summer Associate	N/A	N/A	84.9	\$513.00	\$43,553.70
Farhan Khaddad	Summer Associate	N/A	N/A	54.6	\$513.00	\$28,009.80
Teddy Armstrong	Summer Associate	N/A	N/A	8.8	\$513.00	\$4,514.40
Esther Kishk	Summer Associate	N/A	N/A	3.5	\$513.00	\$1,795.50
Lesley Douglas	Sr. Discovery Attorney	Discovery	2005	6.2	\$522.00	\$3,236.40
Yanping Hu	Discovery Attorney	Discovery	2003	34.9	\$522.00	\$18,217.80
Xiaoxia Lin	Discovery Attorney	Discovery	2024	7.5	\$522.00	\$3,915.00
Nakaba Egawa	Paralegal	Litigation	N/A	35.3	\$522.00	\$18,426.60
Junho Park	Paralegal	Restructuring	N/A	797.3	\$522.00	\$415,146.60
				101.8	\$580.50	\$59,094.90
Darevia Williams	Paralegal	Litigation	N/A	1.9	\$522.00	\$991.80
Thomas McIntrye	Paralegal	Litigation	N/A	19.4	\$459.00	\$8,904.60
Dmitriy Chekhovskiy	Project Manager	Discovery & Data Management	N/A	0.5	\$553.50	\$276.75
Liza Kheyfets	Project Manager	Discovery & Data Management	N/A	148.3	\$553.50	\$82,084.05
Alexandra Bassin	Sr. Discovery Analyst	Discovery & Data Management	N/A	4.3	\$436.50	\$1,876.95
Yury Slobodkin	Sr. Discovery Analyst	Discovery & Data Management	N/A	134.4	\$436.50	\$58,665.60

Client Name CCA Construction, Inc.  
Case Number: 24-22548 (CMG)  
Applicant's Name: Debevoise & Plimpton LLP  
Date of Application: March 24, 2026  
Interim or Final: Final

**EXHIBIT C**

**CUSTOMARY AND COMPARABLE COMPENSATION DISCLOSURES WITH FEE APPLICATIONS**

(See Guidelines ¶ C.3. for definitions of terms used in this Exhibit)

CATEGORY OF TIMEKEEPER (using categories already maintained by the firm)	BLENDED HOURLY RATE	
	Billed by Domestic Offices Excluding Restructuring <sup>1</sup>	BILLED In this fee application
Partner	\$2,459.46	\$2,203.22
Counsel	\$1,891.81	\$1,641.46
Associate	\$1,379.53	\$1,247.44
Law Clerk	\$962.15	\$931.47
Summer Associate	\$568.62	\$513.00
Paralegal	\$581.79	\$525.86
Other (please define) – Discovery Attorney	\$594.88	\$522.00
Other (please define) – Project Manager	\$557.54	\$553.50
Other (please define) – Discovery Analyst	\$587.39	\$436.50
All timekeepers aggregated	\$1,515.81	\$1,375.71

Client Name: CCA Construction, Inc.  
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Date of Application: March 24, 2026  
Interim or Final: Final

<sup>1</sup> In accordance with the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013, the “preceding year” for which these figures were calculated is the 2024 calendar year.

**EXHIBIT D-1**

**BUDGET FOR THE FINAL COMPENSATION PERIOD  
FROM DECEMBER 22, 2024 THROUGH FEBRUARY 13, 2026**

<b>PROJECT CATEGORY</b>	<b>ESTIMATED HOURS</b>	<b>ESTIMATED FEES</b>
Asset Analysis and Recovery	50.0	\$65,000.00
Assumption & Rejection of Leases & Contracts	25.0	\$30,000.00
Budgeting (Case)	0.0	\$0.00
Business Operations	230.0	\$307,000.00
Case Administration	825.0	\$1,050,000.00
Claims Administration & Objections	180.0	\$250,000.00
Contested BMLP Matters	1960.0	\$2,765,000.00
Corporate Governance & Board Matters	715.0	\$977,500.00
DIP Financing	1895.0	\$2,585,000.00
Employee Benefits & Pensions	50.0	\$70,000.00
Employment & Fee Applications	690.0	\$855,000.00
Examiner	265.0	\$340,000.00
Investigation of Causes of Action	325.0	\$470,000.00
Mediation	0.0	\$0.00
Meetings & Communications with Creditors	130.0	\$200,000.00
Non-Working Travel	50.0	\$40,000.00
Plan & Disclosure Statement	2635.0	\$3,965,000.00
Relief from Stay & Adequate Protection	300.0	\$390,000.00
Reporting	110.0	\$120,500.00
Tax Issues	0.0	\$0.00
<b>Total:</b>	<b>10,435.0</b>	<b>\$14,480,000.00</b>

**EXHIBIT D-2**

**STAFFING PLAN FOR THE FINAL COMPENSATION PERIOD  
FROM DECEMBER 22, 2024 THROUGH FEBRUARY 13, 2026**

CATEGORY OF TIMEKEEPER (using categories maintained by the firm)	NUMBER OF TIMEKEEPERS EXPECTED TO WORK ON THE MATTER DURING THE BUDGET PERIOD	AVERAGE HOURLY RATE
Partner	8	\$2,203.22
Counsel	4	\$1,641.46
Sr. Associate (7 or more years since first admission)	2	\$1,463.55
Associate (4–6 years since first admission)	8	\$1,388.91
Jr. Associate (1–3 years since first admission)	10	\$1,060.05
Law Clerk	2	\$931.47
Summer Associates	4	\$513.00
Paralegal	3	\$525.86
Other (please define) – Discovery Attorney	3	\$522.00
Other (please define) – Project Manager	2	\$553.50
Other (please define) – Discovery Analyst	2	\$436.50

**EXHIBIT E-1**

**SUMMARY OF COMPENSATION REQUESTED BY PROJECT CATEGORY  
FROM DECEMBER 22, 2024 THROUGH FEBRUARY 13, 2026**

<b>PROJECT CATEGORY</b>	<b>HOURS BUDGETED</b>	<b>FEES BUDGETED</b>	<b>HOURS BILLED</b>	<b>FEES SOUGHT</b>
Asset Analysis and Recovery	50.0	\$65,000.00	0.0	\$0.00
Assumption & Rejection of Leases & Contracts	25.0	\$30,000.00	13.2	\$14,586.75
Budgeting (Case)	0.0	\$0.00	0.0	\$0.00
Business Operations	230.0	\$307,000.00	106.5	\$196,012.35
Case Administration	825.0	\$1,050,000.00	853.3	\$1,044,385.65
Claims Administration & Objections	180.0	\$250,000.00	113.8	\$166,884.30
Contested BMLP Matters	1960.0	\$2,765,000.00	1177.3	\$1,736,095.95
Corporate Governance & Board Matters	715.0	\$977,500.00	440.3	\$671,444.55
DIP Financing	1895.0	\$2,585,000.00	2,356.3	\$3,174,676.20
Employee Benefits & Pensions	50.0	\$70,000.00	46.3	\$86,502.15
Employment & Fee Applications	690.0	\$855,000.00	838.1	\$729,556.20
Examiner	265.0	\$340,000.00	331.3	\$530,161.65
Investigation of Causes of Action	325.0	\$470,000.00	305.7	\$516,672.00
Mediation	0.0	\$0.00	643.6	\$1,059,555.60
Meetings & Communications with Creditors	130.0	\$200,000.00	45.8	\$75,829.05
Non-Working Travel	50.0	\$40,000.00	60.9	\$51,573.17
Plan & Disclosure Statement	2635.0	\$3,965,000.00	1597.0	\$2,136,277.80
Relief from Stay & Adequate Protection	300.0	\$390,000.00	372.2	\$596,248.65
Reporting	110.0	\$120,500.00	47.1	\$74,622.15
Tax Issues	0.0	\$0.00	0.0	\$0.00
<b>Total:</b>	<b>10,435.0</b>	<b>\$14,480,000.00</b>	<b>9,348.7</b>	<b>\$12,861,084.17</b>

Client Name: CCA Construction, Inc.  
Case Number: 24-22548 (CMG)  
Applicant's Name: Debevoise & Plimpton LLP  
Date of Application: March 24, 2026  
Interim or Final: Final

**EXHIBIT E-2**

**SUMMARY OF EXPENSE REIMBURSEMENT REQUESTED BY CATEGORY  
FROM DECEMBER 22, 2024 THROUGH FEBRUARY 13, 2026**

<b>CATEGORY</b>	<b>AMOUNT</b>
Computer Assisted Legal Research	\$22,213.28
Court Reporting	\$4,826.00
Delivery Services/Federal Express	\$817.63
Filing Fees	\$6,028.05
In-House Reproduction	\$7,187.12
Mediation	\$86.40
Outside Reproduction	\$3,597.60
Outside Research	\$897.92
Postage	\$7.20
Travel	\$15,855.95
Working Meals	\$5,146.74
<b>DISBURSEMENTS TOTAL</b>	<b>\$66,663.89</b>

Client Name: CCA Construction, Inc.  
Case Number: 24-22548 (CMG)  
Applicant's Name: Debevoise & Plimpton LLP  
Date of Application: March 24, 2026  
Interim or Final: Final

**EXHIBIT F**

**Monthly Fee Statements**



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March 23, 2026

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

Invoice #: 2507016

Client Matter 27188.1008

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FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with CASE  
ADMINISTRATION

Fees	\$18,234.90
Charges and Disbursements	\$972.97
<b>TOTAL</b>	<b>\$19,207.87</b>

Date	Timekeeper	Narrative	Hours
01/02/26	Park, Junho	Update docket files for attorney review.	0.2
01/05/26	Park, Junho	Update calendar re January 7 hearing.	0.1
01/06/26	Labovitz, M. Natasha	Correspond with E. Worenklein and D. Harris [Cole Schotz] re agenda and format for upcoming hearing.	0.1
01/06/26	Levinson, Sidney P.	Email E. Worenklein re agenda for hearing on plan process.	0.2
01/06/26	Worenklein, Elie J.	Mark up draft agenda for solicitation hearing (0.3); call with J. Park re C. Ceresa pro hac vice filing (0.1).	0.4
01/06/26	Park, Junho	Prepare documents for upcoming January 7 hearing (1.1); send updates to Debevoise team re agenda and calendar update (0.2); update C. Ceresa pro hac vice (0.3); call with E. Worenklein re same (0.1); coordinate with Cole Schotz team re filing same (0.1).	1.8
01/07/26	Labovitz, M. Natasha	Prepare for omnibus hearing (0.2); attend same (0.3).	0.5
01/07/26	Worenklein, Elie J.	Present argument on exclusivity and solicitation motions.	0.3
01/07/26	Ceresa, Chris	Present at hearing re exclusivity and solicitation.	0.3
01/08/26	Mishkin, Benjamin	Correspond with N. Labovitz re WIP call (0.1); correspond with Debevoise team re same (0.1).	0.2
01/08/26	Park, Junho	Update calendar markers re plan and DS related deadlines (0.4); circulate updated critical date list to team (0.3).	0.7
01/10/26	Park, Junho	Update docket files for attorney review.	0.3
01/12/26	Labovitz, M. Natasha	Review WIP report (0.2); attend WIP call with E. Worenklein and Debevoise team (0.5).	0.7
01/12/26	Worenklein, Elie J.	Phone call with B. Mishkin re revisions to WIP (0.7); review updated WIP (0.2); participate in internal WIP call with N. Labovitz, E. Worenklein, C. Ceresa, R. Heller, B. Mishkin and J. Park (0.5).	1.4
01/12/26	Ceresa, Chris	Call with N. Labovitz and Debevoise team re open work streams and legal issues re same.	0.5
01/12/26	Heller, Rory	Participate in team WIP call with N. Labovitz, E. Worenklein, C. Ceresa, B. Mishkin and J. Park.	0.5
01/12/26	Mishkin, Benjamin	Update WIP checklist (1.1); coordinate with E. Worenklein re same (0.7); participate in WIP call with N. Labovitz, E. Worenklein, C. Ceresa, R. Heller, and J. Park (0.5).	2.3
01/12/26	Park, Junho	Participate in WIP meeting re open workstreams with N. Labovitz, E. Worenklein, C. Ceresa, R. Heller, and B. Mishkin.	0.5
01/14/26	Park, Junho	Circulate transcript to Debevoise team re January 7th hearing.	0.1
01/15/26	Mishkin, Benjamin	Call with E. Worenklein re open workstreams.	0.1
01/16/26	Heller, Rory	Provide B. Mishkin with WIP updates.	0.3
01/16/26	Mishkin, Benjamin	Update WIP (0.7); draft summary email to team re same (0.2).	0.9
01/16/26	Park, Junho	Update critical date list.	0.4
01/18/26	Park, Junho	Update docket files for attorney review.	0.3

27188.1008 – CASE ADMINISTRATION

Invoice Number: 2507016

<b>Date</b>	<b>Timekeeper</b>	<b>Narrative</b>	<b>Hours</b>
01/26/26	Park, Junho	Review docket updates (0.1); circulate calendar marker for March hearing (0.1).	0.2
01/28/26	Park, Junho	Prepare 2026 pro hac vice assessment form re C. Ceresa (0.3); coordinate document packages pro hac vice to NJ Lawyer Funds and District of New Jersey Bankruptcy court re same (1.5).	1.8
01/30/26	Park, Junho	Update critical date list (0.4); update calendar markers re hearing and deadlines (0.2).	0.6
<b>Total Hours</b>			<b>15.7</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	1.3	2,592.00	3,369.60
	Levinson, Sidney P.	0.2	2,592.00	518.40
	Partner Total	1.5		\$3,888.00
Counsel	Worenklein, Elie J.	2.1	1,800.00	3,780.00
	Counsel Total	2.1		\$3,780.00
Associate	Ceresa, Chris	0.8	1,656.00	1,324.80
	Heller, Rory	0.8	1,512.00	1,209.60
	Mishkin, Benjamin	3.5	1,134.00	3,969.00
	Associate Total	5.1		\$6,503.40
Legal Assistant	Park, Junho	7.0	580.50	4,063.50
	Legal Assistant Total	7.0		\$4,063.50
<b>Matter Total</b>		<b>15.7</b>		<b>\$18,234.90</b>

**CHARGES AND DISBURSEMENTS SUMMARY**

<b>Description</b>	<b>Amount</b>
Computer Assisted Legal Research	\$110.00
Filing Fee	\$517.00
Travel	\$197.74
Working Meal	\$148.23
<b>Matter Total</b>	<b>\$972.97</b>



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March 23, 2026

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

Invoice #: 2507014

Client Matter 27188.1015

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FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with CLAIMS  
ADMINISTRATION & OBJECTIONS

Fees	\$64,859.85
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$64,859.85</b>

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Date	Timekeeper	Narrative	Hours
01/06/26	Labovitz, M. Natasha	Address voting / security status of security claims (0.5); call with R. Heller re same (0.1); follow up re analysis (0.2).	0.8
01/06/26	Heller, Rory	Call with N. Labovitz re voting and status of security claims (0.1); send status update to N. Labovitz re same (0.3).	0.4
01/07/26	Labovitz, M. Natasha	Review and comment on correspondence with Verita re claims treatment for voting purposes.	0.3
01/08/26	Worenklein, Elie J.	Phone call with F. Yudkin [Cole Schotz] re claims objection (0.3); research re notice of satisfaction of claims (0.6).	0.9
01/09/26	Worenklein, Elie J.	Zoom meeting with S. Koboci re claims reconciliation and notice of satisfaction (0.7); phone call with J. Schwarz [BDO] re claims analysis (0.2).	0.9
01/09/26	Koboci, Shefit	Review claims summary prepared by BDO Team (1.2); correspond with A. Del Piano [BDO] re same (0.3); call with E. Worenklein re claims objections (0.7).	2.2
01/12/26	Worenklein, Elie J.	Zoom meeting with R. Heller and S. Koboci re claims analysis and other matters.	0.6
01/12/26	Heller, Rory	Call with E. Worenklein and S. Koboci re claims analysis issues.	0.6
01/12/26	Heller, Rory	Analyze notice of satisfaction precedent and relevant claims (1.1); meeting with E. Worenklein and S. Koboci to discuss Claims Objection process and other matters (0.6); correspond with surety provider re same (0.6).	2.3
01/12/26	Koboci, Shefit	Correspond with R. Heller re claim objections (0.4); review notes re claim objections and share with R. Heller (0.8); meet with E. Worenklein and R. Heller to discuss claims objection process and other matters (0.6); draft notice of satisfaction (2.2).	4.0
01/13/26	Worenklein, Elie J.	Mark up draft satisfaction of claims (0.8); phone call with S. Koboci re same (0.3).	1.1
01/13/26	Koboci, Shefit	Draft revised notice of satisfaction (1.0); call with E. Worenklein re same (0.3).	1.3
01/14/26	Worenklein, Elie J.	Meet with S. Koboci re claims analysis (0.2); review BDO updated claims analysis (0.2); revise draft outreach to surety providers re claims review (0.5); phone call with S. Koboci re claims satisfaction (0.2); revise draft summary of claims analysis workstreams for team (0.6).	1.7
01/14/26	Heller, Rory	Analyze proofs of claim (0.7); draft outreach to surety providers re claim treatment (0.9); correspond with E. Worenklein re same (0.1).	1.7
01/14/26	Koboci, Shefit	Correspond with A. Del Piano [BDO] re notice of satisfaction exhibit (0.3); revise draft exhibit (0.8); review filed and scheduled claims (0.6); meet with E. Worenklein re claims objections (0.2); draft email to N. Labovitz re stipulation (0.7); call with E. Worenklein re claims satisfaction (0.2); draft revised exhibit (0.4).	3.2
01/15/26	Labovitz, M. Natasha	Correspond with S. Koboci re objection to litigation claim.	0.3

Date	Timekeeper	Narrative	Hours
01/16/26	Worenklein, Elie J.	Call with CCA and Florida litigation counsel (1.0); recap of call with S. Koboci (0.4); phone call with C. Zhang [CCA] re next steps on claim objection (0.4).	1.8
01/16/26	Koboci, Shefit	Call with E. Worenklein re recap of CCA and FL counsel call.	0.4
01/16/26	Park, Junho	Research docket re litigation claims question (0.3); send update to S. Koboci re same (0.1).	0.4
01/21/26	Worenklein, Elie J.	Mark up draft objection to Marina Point POC (0.6); email with S. Koboci re same (0.2); phone call with Vedder Price re client claim and plan treatment (0.2).	1.0
01/21/26	Koboci, Shefit	Draft claim objection (1.4); correspond with E. Worenklein re same (0.2); draft notice of satisfaction (0.8); correspond with BDO team re same (0.3).	2.7
01/22/26	Labovitz, M. Natasha	Review and comment on Marina Pointe objection (0.1); correspond with S. Koboci re notice of satisfaction (0.2).	0.3
01/22/26	Worenklein, Elie J.	Further mark up draft claim objection (0.9); email exchange with C. Zhang [CCA] and Carlton Fields re same (0.2); email with S. Koboci and F. Yudkin [CCA] re satisfaction of claims (0.3); call with CCA team and S. Koboci re claim objection (0.5).	1.9
01/22/26	Koboci, Shefit	Correspond with BDO team re notice of satisfaction (0.3); correspond with Cole Schotz team re same (0.2); revise draft claim objection (0.7); call with E. Worenklein re same (0.3); correspond with N. Labovitz re same (0.2); call with F. Yudkin [Cole Schotz] re claim objection (0.3); call with C. Zhang [CCA], Y. Wei [CCA] and E. Worenklein re claim objection and other matters (0.5); revise draft claims objection (0.4); correspond with B. King [Carlton Fields] re same (0.2).	3.1
01/23/26	Labovitz, M. Natasha	Review and respond to questions re notice of claims satisfaction and objections.	0.3
01/23/26	Levinson, Sidney P.	Review and revise claim objection.	0.4
01/23/26	Worenklein, Elie J.	Phone call with CCA and Florida counsel re claims objection (0.7); review final comments to claim objection (0.4); phone call with C. Zhang [CCA] re same (0.2); phone call with S. Koboci re finalizing claim objection (0.3).	1.6
01/23/26	Koboci, Shefit	Revise claims objection per comments received by CCA (0.4); correspond with CCA team re same (0.2); correspond with Cole Schotz team re notice of hearing (0.2); draft notice of hearing (0.6); correspond with E. Worenklein re same (0.2); draft revised claim objection (0.3); call with B. King [Carlton Fields], CCA team and E. Worenklein re claims objection (0.7); correspond with E. Worenklein re claim objection (0.3).	2.9
01/23/26	Park, Junho	Revise draft re claims objection re Marina Point (0.7); revise draft notice re same (0.4); compile filing version of same (0.6).	1.7
01/27/26	Koboci, Shefit	Correspond with T. Thompson [PDT Law] re proposed order.	0.2
<b>Total Hours</b>			<b>41.0</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	2.0	2,592.00	5,184.00
	Levinson, Sidney P.	0.4	2,592.00	1,036.80
	<b>Partner Total</b>	<b>2.4</b>		<b>\$6,220.80</b>
Counsel	Worenklein, Elie J.	11.5	1,800.00	20,700.00
	<b>Counsel Total</b>	<b>11.5</b>		<b>\$20,700.00</b>
Associate	Heller, Rory	5.0	1,512.00	7,560.00
	Koboci, Shefit	20.0	1,458.00	29,160.00
	<b>Associate Total</b>	<b>25.0</b>		<b>\$36,720.00</b>
Legal Assistant	Park, Junho	2.1	580.50	1,219.05
	<b>Legal Assistant Total</b>	<b>2.1</b>		<b>\$1,219.05</b>
<b>Matter Total</b>		<b>41.0</b>		<b>\$64,859.85</b>



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March 23, 2026

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

Invoice #: 2507015

Client Matter 27188.1009

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FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with CORPORATE GOVERNANCE & BOARD MATTERS

Fees	\$22,504.05
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$22,504.05</b>

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<b>Date</b>	<b>Timekeeper</b>	<b>Narrative</b>	<b>Hours</b>
01/04/26	Labovitz, M. Natasha	Review and revise board deck summarizing plan and disclosure statement process.	0.5
01/04/26	Worenklein, Elie J.	Draft board presentation re plan (2.4); revise presentation and share with board (0.5).	2.9
01/05/26	Goodman, Mark P.	Review deck and prepare for board meeting (0.2); attend board call with board members, E. Blum [BDO], J. Schwarz [BDO], D. Harris [Cole Schotz], C. Zhang [CCA], N. Labovitz, R. Heller, and J. Park (0.9).	1.1
01/05/26	Labovitz, M. Natasha	Attend board meeting with BDO team, D. Harris, C. Zhang [CCA] and Debevoise team.	0.9
01/05/26	Heller, Rory	Attend board call with board members, E. Blum [BDO], J. Schwarz [BDO], D. Harris [Cole Schotz], C. Zhang [CCA], N. Labovitz, M. Goodman, and J. Park.	0.9
01/05/26	Park, Junho	Present plan update slides at board meeting.	0.9
01/13/26	Heller, Rory	Draft board minutes.	2.8
01/14/26	Heller, Rory	Further conform drafts of minutes.	3.1
<b>Total Hours</b>			<b>13.1</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	1.1	2,592.00	2,851.20
	Labovitz, M. Natasha	1.4	2,592.00	3,628.80
	<b>Partner Total</b>	<b>2.5</b>		<b>\$6,480.00</b>
Counsel	Worenklein, Elie J.	2.9	1,800.00	5,220.00
	<b>Counsel Total</b>	<b>2.9</b>		<b>\$5,220.00</b>
Associate	Heller, Rory	6.8	1,512.00	10,281.60
	<b>Associate Total</b>	<b>6.8</b>		<b>\$10,281.60</b>
Legal Assistant	Park, Junho	0.9	580.50	522.45
	<b>Legal Assistant Total</b>	<b>0.9</b>		<b>\$522.45</b>
<b>Matter Total</b>		<b>13.1</b>		<b>\$22,504.05</b>



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March 23, 2026

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

Invoice #: 2507017

Client Matter 27188.1004

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FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with DIP FINANCING

Fees	\$84,886.20
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$84,886.20</b>

Date	Timekeeper	Narrative	Hours
01/09/26	Labovitz, M. Natasha	Review DIP reporting.	0.1
01/09/26	Worenklein, Elie J.	Comment on draft monthly DIP reporting.	0.2
01/09/26	Koboci, Shefit	Correspond with A. Del Piano [BDO] re budget to actual (0.3); review budget to actual report and share same with Lowenstein team (0.6).	0.9
01/14/26	Labovitz, M. Natasha	Meet with S. Levinson re DIP extension issues.	0.2
01/14/26	Levinson, Sidney P.	Meet with N. Labovitz re extension of DIP.	0.2
01/15/26	Labovitz, M. Natasha	Correspond with S. Koboci and S. Levinson re DIP-to-exit amendment.	0.2
01/15/26	Levinson, Sidney P.	Exchange emails with S. Koboci and N. Labovitz re DIP documents, next steps.	0.2
01/15/26	Worenklein, Elie J.	Call with S. Koboci re exit facility.	0.4
01/15/26	Koboci, Shefit	Correspond with S. Levinson and N. Labovitz re DIP documents (0.3); call with E. Worenklein re DIP amendment (0.4).	0.7
01/20/26	Koboci, Shefit	Review DIP credit agreement for exit facility changes (1.8); draft exit facility (3.5).	5.3
01/21/26	Worenklein, Elie J.	Zoom meeting with BDO re exit facility questions (0.4); phone call with S. Koboci re same (0.3); comment on draft exit credit agreement (0.7).	1.4
01/21/26	Koboci, Shefit	Draft exit facility (1.3); call with E. Worenklein re same (0.3).	1.6
01/22/26	Levinson, Sidney P.	Review and revise unsecured exit facility (1.2); call with S. Koboci re comments to exit facility (0.5).	1.7
01/22/26	Worenklein, Elie J.	Phone call with S. Koboci re comments to draft exit facility (0.4); phone call with CCA team and S. Koboci re exit facility (0.5).	0.9
01/22/26	Koboci, Shefit	Draft exit facility (2.1); call with S. Levinson re same (0.5); call with E. Worenklein re same (0.4); call with E. Worenklein and CCA team re same (0.5).	3.5
01/23/26	Labovitz, M. Natasha	Coordinate with S. Levinson and S. Koboci re borrowing notice and preparation of exit facility.	0.3
01/23/26	Levinson, Sidney P.	Coordinate with N. Labovitz and S. Koboci re exit facility (0.9); call with S. Koboci and E. Worenklein re same (0.2).	1.1
01/23/26	Worenklein, Elie J.	Phone call with S. Levinson and S. Koboci re exit facility (0.2); draft email to S. Levinson re plan provision of exit facility (0.3); comment on revised draft exit agreement (0.3); phone call with S. Koboci re same (0.5).	1.3
01/23/26	Koboci, Shefit	Revise draft exit facility to incorporate comments from S. Levinson and E. Worenklein (1.0); call with E. Worenklein re exit agreement (0.5); call with S. Levinson and E. Worenklein re exit facility (0.2); correspond with Tax team re exit facility (0.3).	2.0
01/26/26	Bolotin, Michael	Correspond with S. Koboci re exit facility question.	0.2
01/26/26	Levinson, Sidney P.	Review emails from M. Bolotin re tax analysis on exit facility (0.1); review emails from Lowenstein re DIP notice (0.1).	0.2

Date	Timekeeper	Narrative	Hours
01/26/26	Krawiecz, Samuel D.	Analyze amendment to exit facility.	0.2
01/26/26	Worenklein, Elie J.	Phone call with S. Koboci re exit ancillary agreements (0.2); phone call with C. Zhang [CCA] re exit facility and other plan supplement documents (0.5).	0.7
01/27/26	Levinson, Sidney P.	Call with S. Koboci re status of exit facility.	0.2
01/27/26	Koboci, Shefit	Correspond with A. Behlmann [Lowenstein] re DIP Borrowing notice (0.2); correspond with E. Worenklein re ancillary documents (0.2); call with A. D'Eramo [Lowenstein] re DIP (0.2); correspond with M. Bolotin re comments to exit facility (0.2); call with E. Worenklein re exit facility (0.2).	1.0
01/28/26	Labovitz, M. Natasha	Review updated structure and negotiation status of exit facility.	0.2
01/28/26	Levinson, Sidney P.	Correspond with Debevoise team re changes to exit facility (0.4); review and revise exit facility (0.7); call with BDO, CCA, E. Worenklein and S. Koboci re exit financing (1.0); debrief with E. Blum re exit financing and feasibility(0.4); call with BDO and Debevoise team re exit facility, feasibility, prepare for client call (0.7); call with S. Koboci re status of exit facility (0.2); meet with N. Labovitz re status of exit financing and plan issues (0.3).	3.7
01/28/26	Worenklein, Elie J.	Call with S. Koboci re revisions to exit facility (0.2); call with S. Levinson, S. Koboci, BDO and CCA re exit facility (1.0); phone call with C. Zhang [CCA] re same (0.3); call with Debevoise team and BDO teams re exit facility strategy (0.7); call with E. Blum [BDO] re exit facility and plan supplement (0.5).	2.7
01/28/26	Koboci, Shefit	Correspond with E. Blum [BDO] and J. Schwarz [BDO] re exit facility (0.3); correspond with C. Zhang [CCA] re same (0.2); call with C. Zhang [CCA] re same (0.2); call with S. Levinson re same (0.2); call with Lowenstein team re same (0.2); correspond with E. Worenklein re same (0.2); call with M. Sacco re exit facility (0.2); draft revised exit facility per client comments (2.3); review Lowenstein comments to exit facility (0.8); call with CCA team re exit facility (1.0); call with BDO re exit facility (0.5).	6.1
01/29/26	Levinson, Sidney P.	Join precall with BDO, Debevoise to prepare for client call (0.4); call with client, BDO, Debevoise re exit facility (0.5); review and revise exit facility (0.5); further call with S. Koboci, review and revise exit facility (0.4); finalize exit facility (0.3).	2.1
01/29/26	Worenklein, Elie J.	Attend precall with S. Levinson, S. Koboci and BDO team re exit facility structures (0.4); phone call with BDO, CCA, S. Levinson and S. Koboci re exit facility structures (0.5); comment on exit facility guarantee provisions (0.3); review and comment on Lowenstein comments to exit facility (0.4); phone call with S. Koboci re same (0.2).	1.8

27188.1004 – DIP FINANCING

Invoice Number: 2507017

Date	Timekeeper	Narrative	Hours
01/29/26	Koboci, Shefit	Call with BDO team, S. Levinson and E. Worenklein re exit facility (0.4); call with S. Levinson re same (0.4); call with CCA team, S. Levinson, and E. Worenklein re exit facility draft revised exit facility (0.5); correspond with C. Zhang [CCA] re exit facility (0.4); correspond with Lowenstein team re exit facility (0.2); review Lowenstein comments to exit facility (0.6); revise draft exit facility (2.9); call with E. Worenklein re same (0.2); finalize draft exit facility for filing (0.8).	6.4
<b>Total Hours</b>			<b>47.7</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Bolotin, Michael	0.2	2,592.00	518.40
	Labovitz, M. Natasha	1.0	2,592.00	2,592.00
	Levinson, Sidney P.	9.4	2,592.00	24,364.80
	Partner Total	10.6		\$27,475.20
Counsel	Krawiecz, Samuel D.	0.2	1,980.00	396.00
	Worenklein, Elie J.	9.4	1,800.00	16,920.00
	Counsel Total	9.6		\$17,316.00
Associate	Koboci, Shefit	27.5	1,458.00	40,095.00
	Associate Total	27.5		\$40,095.00
<b>Matter Total</b>		<b>47.7</b>		<b>\$84,886.20</b>



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March 23, 2026

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

Invoice #: 2507013

Client Matter 27188.1017

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FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with EMPLOYMENT & FEE APPLICATIONS

Fees	\$21,627.90
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$21,627.90</b>

<b>Date</b>	<b>Timekeeper</b>	<b>Narrative</b>	<b>Hours</b>
01/07/26	Mishkin, Benjamin	Review December fee statement exhibits.	1.9
01/09/26	Park, Junho	Update December 2025 fee exhibits.	4.3
01/13/26	Park, Junho	Update December 2025 fee statement exhibits.	0.6
01/14/26	Park, Junho	Draft December 2025 fee statement (2.2); update exhibits to same (1.7).	3.9
01/16/26	Mishkin, Benjamin	Prepare December fee statement cover letter.	0.3
01/17/26	Worenklein, Elie J.	Mark up cover fee statement for December.	0.3
01/17/26	Park, Junho	Further update December 2025 fee exhibits (2.2); incorporate B. Mishkin comments and update fee cover statement for December 2025 (2.6).	4.8
01/18/26	Park, Junho	Update interim fee summary chart (1.0); draft 3rd interim fee statement (3.0); send status update to E. Worenklein and B. Mishkin (0.1).	4.1
01/21/26	Mishkin, Benjamin	Update interim fee application.	0.4
01/22/26	Worenklein, Elie J.	Mark up December fee statement.	0.8
01/22/26	Mishkin, Benjamin	Email update to N. Labovitz and M. Goodman re fee status and budget.	0.3
01/22/26	Park, Junho	Incorporate E. Worenklein comments to December 2025 fee statement.	2.1
01/25/26	Park, Junho	Further incorporate December fee statement comments from E. Worenklein (0.6); compile fee statement cover for B. Mishkin review (1.7).	2.3
01/29/26	Mishkin, Benjamin	Finalize December fee statement for N. Labovitz review (0.8); email N. Labovitz re interim fee app workstream (0.3).	1.1
01/30/26	Labovitz, M. Natasha	Review and comment on November fee statement.	0.5
01/30/26	Park, Junho	Incorporate N. Labovitz comments to November 2025 fee statement.	1.7
<b>Total Hours</b>			<b>29.4</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	0.5	2,592.00	1,296.00
	Partner Total	0.5		\$1,296.00
Counsel	Worenklein, Elie J.	1.1	1,800.00	1,980.00
	Counsel Total	1.1		\$1,980.00
Associate	Mishkin, Benjamin	4.0	1,134.00	4,536.00
	Associate Total	4.0		\$4,536.00
Legal Assistant	Park, Junho	23.8	580.50	13,815.90
	Legal Assistant Total	23.8		\$13,815.90
<b>Matter Total</b>		<b>29.4</b>		<b>\$21,627.90</b>



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March 23, 2026

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

Invoice #: 2507012

Client Matter 27188.1021

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FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with PLAN & DISCLOSURE STATEMENT

Fees	\$173,543.85
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$173,543.85</b>

Date	Timekeeper	Narrative	Hours
01/02/26	Goodman, Mark P.	Review as filed chapter 11 plan, disclosure statement and motion to approve solicitation procedures.	0.6
01/05/26	Levinson, Sidney P.	Call with J. Park re documentation for plan process.	0.2
01/05/26	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re claims treatment under the plan.	0.4
01/05/26	Ceresa, Chris	Revise confirmation order.	1.4
01/05/26	Heller, Rory	Review plan and identify plan supplement components.	1.1
01/05/26	Park, Junho	Call with S. Levinson re plan, disclosure statement, and solicitation status.	0.2
01/06/26	Labovitz, M. Natasha	Outline argument for DS / solicitation procedures motion and assign speaking roles for hearing.	0.3
01/06/26	Worenklein, Elie J.	Prepare for oral argument on solicitation motion (1.7); confer with R. Heller re voting questions (0.4); phone call with F. Yudkin re prep for hearing (0.3).	2.4
01/06/26	Ceresa, Chris	Revise talking points for hearing on solicitation procedures motion.	2.6
01/06/26	Heller, Rory	Review plan supplement precedent (1.5); analyze questions from Verita regarding ballots (2.3); call with E. Worenklein re voting question (0.4); analyze voting classes (2.1).	6.3
01/06/26	Park, Junho	Prepare standalone forms of confirmation notice, nonvoting ballot and ballot.	1.3
01/07/26	Labovitz, M. Natasha	Review analysis re allowance of claims for voting purposes (0.4); correspond with R. Heller re same (0.3); review and comment on balloting cover letter (0.4); final signoff on solicitation procedures order (0.2); meet with E. Worenklein, C. Ceresa, R. Heller and S. Koboci to finalize plan for solicitation and claims treatment (0.4); follow-up correspondence with working team re same (0.3).	2.0
01/07/26	Worenklein, Elie J.	Phone call with E. Blum [BDO] and J. Schwarz [BDO] re plan treatment of GUCs and DS hearing (0.4); phone call with C. Ceresa re prep for DS hearing (0.4); phone call with C. Zhang [CCA] re plan treatment questions (0.3); draft outline and prep for DS hearing (1.3); call with N. Labovitz, C. Ceresa, R. Heller and S. Koboci re solicitation (0.4); review updated BDO and Verita claim charts (0.4); internal team meeting re voting claims (0.5).	3.7
01/07/26	Ceresa, Chris	Call with E. Worenklein re preparation for hearing on solicitation and DS (0.4); call with N. Labovitz, E. Worenklein, R. Heller and S. Koboci re solicitation (0.4).	0.8
01/07/26	Heller, Rory	Attend meeting re ballots with E. Worenklein, S. Koboci, C. Ceresa, and N. Labovitz (0.4); analyze same (0.6); correspond with Verita re same (0.5); prepare solicitation versions of materials (0.6); coordinate with Cole Schotz re same (0.3).	2.4
01/07/26	Koboci, Shefit	Participate in call with N. Labovitz and Debevoise team re solicitation (0.4); draft solicitation version of disclosure statement (0.8); review comments on cover letters for solicitation procedures (0.4).	1.6

Date	Timekeeper	Narrative	Hours
01/08/26	Labovitz, M. Natasha	Coordinate with F. Yudkin, C. Ceresa, R. Heller and S. Koboci re solicitation packages and process.	0.3
01/08/26	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re plan process (0.4); comment on draft cover letter and solicitation materials before sharing with Verita (0.7); meet with C. Ceresa re solicitation materials (0.5).	1.6
01/08/26	Ceresa, Chris	Meet with E. Worenklein re solicitation materials (0.5); correspond with Verita re solicitation / noticing matters (0.4).	0.9
01/08/26	Heller, Rory	Correspond with Cole Schotz re filing of solicitation version of plan documents (0.3); circulate same to Verita (0.2); correspond with BDO re claims analysis (0.3); analyze updated version of same (0.5); correspond with E. Worenklein re same (0.2); review precedent of purchaser asset allocation (1.4).	2.9
01/08/26	Koboci, Shefit	Correspond with M. Paque [Verita] re solicitation cover letter (0.2); draft solicitation cover letter (0.4); correspond with M. Paque [Verita] re publication version of confirmation notice (0.3); correspond with R. Heller re solicitation (0.3); correspond with C. Ceresa re same (0.2); correspond with Cole Schotz team re same (0.2); finalize solicitation materials and correspond with C. Ceresa re same (2.4); correspond with Y. Wei [CCA] re solicitation cover letter (0.2).	4.2
01/08/26	Park, Junho	Send S. Koboci proof of publication precedent.	0.2
01/09/26	Labovitz, M. Natasha	Monitor solicitation and publication notice process.	0.4
01/09/26	Ceresa, Chris	Correspond with Debevoise team re solicitation and noticing issues (0.2); correspond with solicitation agent re same (0.4).	0.6
01/09/26	Koboci, Shefit	Correspond with M. Paque re solicitation (0.2); correspond with Y. Wei [CCA] re publication version of confirmation notice (0.2); correspond with C. Ceresa re revised publication version of confirmation notice (0.2); revise draft publication version of confirmation notice (0.5).	1.1
01/12/26	Worenklein, Elie J.	Research re plan supplement precedent (0.5); phone call with FGS team re confirmation process (0.3).	0.8
01/12/26	Heller, Rory	Draft plan supplement.	2.9
01/13/26	Ceresa, Chris	Call with solicitation agent re solicitation matters.	0.2
01/13/26	Mishkin, Benjamin	Review plan re preparing confirmation order.	0.8
01/14/26	Goodman, Mark P.	Review transcript of January 7 hearing on solicitation motion.	0.2
01/14/26	Park, Junho	Correspond with B. Mishkin re templates for confirmation brief.	0.1
01/15/26	Worenklein, Elie J.	Zoom meeting with R. Heller and CCA team re plan supplement (0.6); recap of call with R. Heller (0.3).	0.9
01/15/26	Ceresa, Chris	Correspond and call with E. Worenklein re voting procedures issues.	0.3
01/15/26	Heller, Rory	Draft list of outstanding questions for plan supplement (1.0); attend call with C. Zhang [CCA], Y. Wei [CCA], W. Zhao [CCA], and E. Worenklein re same (0.6); follow-up call with E. Worenklein re same (0.3).	1.9

Date	Timekeeper	Narrative	Hours
01/16/26	Labovitz, M. Natasha	Correspondence with R. Heller re client decisions on plan structure (0.2); outline plan supplement items and path forward (0.3).	0.5
01/16/26	Heller, Rory	Correspond with N. Labovitz re same (0.2); communicate with counsel to surety providers re plan treatment (2.1); update plan supplement (0.2).	2.5
01/20/26	Worenklein, Elie J.	Phone call with S. Koboci and BDO team re plan implementation questions (0.8); recap of call with S. Koboci (0.3).	1.1
01/20/26	Heller, Rory	Draft amended plan (0.8); further update plan supplement (0.6); update draft confirmation order per recent events (1.9); analyze draft of notice of satisfaction (0.4).	3.7
01/20/26	Koboci, Shefit	Phone call with E. Worenklein and BDO team re plan implementation questions (0.8); recap of call with E. Worenklein (0.3).	1.1
01/21/26	Labovitz, M. Natasha	Review status of all plan workstreams.	0.4
01/21/26	Heller, Rory	Coordinate drafting of stock transfer agreements with M&A team (0.7); further draft confirmation order (0.6); strategize purchased asset allocation (0.7); correspond with E. Worenklein re plan supplement (0.9).	2.9
01/21/26	Koboci, Shefit	Phone call with E. Worenklein and BDO team re plan implementation questions (0.8); recap of call with E. Worenklein (0.3).	1.1
01/22/26	Worenklein, Elie J.	Mark up draft plan supplement documents (1.1); emails with R. Heller re status of same (0.3).	1.4
01/22/26	Aja, Missy	Correspond with R. Heller re organization documents (0.3); draft membership interest transfer agreement and stock transfer agreements for plan supplement (1.4).	1.7
01/22/26	Ceresa, Chris	Correspond with S. Koboci re plan and solicitation issues.	0.2
01/22/26	Heller, Rory	Correspond with M. Aja re stock transfer agreements (0.9); further update draft of plan (0.7); further update draft of plan supplement (0.4); circulate same to E. Worenklein for review (0.2); draft confirmation order (3.2).	5.4
01/23/26	Worenklein, Elie J.	Further comment on draft plan supplement documents (0.4); phone call with R. Heller re confirmation order and brief (0.5).	0.9
01/23/26	Heller, Rory	Coordinate with M. Aja re organizational documents for stock transfer agreements (0.4); further update plan (0.6); follow up with counsel to surety providers (0.5); circulate plan supplement to team for internal review (0.8); further draft confirmation order (2.3); call with E. Worenklein re same (0.5).	5.1
01/25/26	Worenklein, Elie J.	Compile precedent for R. Heller for confirmation order and confirmation brief.	0.5
01/26/26	Worenklein, Elie J.	Respond to questions from R. Heller re confirmation brief and order.	0.3

Date	Timekeeper	Narrative	Hours
01/26/26	Aja, Missy	Correspond with R. Heller re membership interest transfer agreement and stock transfer agreements reflecting interest transfer.	0.6
01/26/26	Heller, Rory	Correspond with E. Worenklein re confirmation materials (0.6); further draft confirmation order (1.6); correspond with M. Aja re transfer documentation (0.3).	2.5
01/27/26	Worenklein, Elie J.	Mark up plan supplement documents (0.4); mark up draft confirmation order (2.3).	2.7
01/27/26	Heller, Rory	Finalize initial draft of confirmation order for circulation to internal team (3.8); circulate drafts of plan supplement and updated plan to CCA team (0.7).	4.5
01/28/26	Labovitz, M. Natasha	Analyze necessary plan edits to match DIP treatment (0.3); coordinate with S. Levinson re showing in support of confirmation (0.3).	0.6
01/28/26	Aja, Missy	Review revised equity transfer documents.	0.2
01/28/26	Heller, Rory	Coordinate with M. Aja re stock transfer agreements (0.6); correspond with counsel to surety provider re plan treatment (0.4); further draft plan supplement (0.5); circulate same to CCA team (0.3); implement comments from CCA team (0.3); draft confirmation brief (0.6).	2.7
01/29/26	Labovitz, M. Natasha	Final review of plan supplement (1.0); call with S. Levinson re plan and sureties (0.2).	1.2
01/29/26	Levinson, Sidney P.	Review list of sureties, evaluate plan issue (0.4); review plan supplement, exchange emails re surety (0.4); call with N. Labovitz re plan and sureties (0.2).	1.0
01/29/26	Worenklein, Elie J.	Comment on draft plan supplement (0.3); comment on revisions for chapter 11 plan (0.4); address analysis for surety bond agreements (0.2); phone call with R. Heller re questions on plan and plan supplement from surety provider (0.3); revise draft email to surety providers re plan (0.2); finalize plan supplement (0.3).	1.7
01/29/26	Heller, Rory	Analyze surety indemnity agreements (1.2) update plan supplement per comments from E. Worenklein (0.8); call with E. Worenklein re same (0.3); correspond with surety provider counsel re plan treatment (1.3); further incorporate E. Worenklein comments to plan supplement (1.1); coordinate filing of same (0.5); further update plan with technical modifications (0.3); further draft confirmation brief (2.3).	7.8
01/29/26	Park, Junho	Finalize and compile plan supplement for filing.	1.7
01/30/26	Heller, Rory	Draft confirmation brief.	4.5
<b>Total Hours</b>			<b>108.1</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	0.8	2,592.00	2,073.60
	Labovitz, M. Natasha	5.7	2,592.00	14,774.40
	Levinson, Sidney P.	1.2	2,592.00	3,110.40
	Partner Total	7.7		\$19,958.40
Counsel	Worenklein, Elie J.	18.4	1,800.00	33,120.00
	Counsel Total	18.4		\$33,120.00
Associate	Ceresa, Chris	7.0	1,656.00	11,592.00
	Heller, Rory	59.1	1,512.00	89,359.20
	Koboci, Shefit	9.1	1,458.00	13,267.80
	Aja, Missy	2.5	1,323.00	3,307.50
	Mishkin, Benjamin	0.8	1,134.00	907.20
	Associate Total	78.5		\$118,433.70
Legal Assistant	Park, Junho	3.5	580.50	2,031.75
	Legal Assistant Total	3.5		\$2,031.75
<b>Matter Total</b>		<b>108.1</b>		<b>\$173,543.85</b>



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March 23, 2026

Chenyue Zhang  
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445 South Street  
Suite 310  
Morristown, NJ 07960

Invoice #: 2507011

Client Matter 27188.1024

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FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with REPORTING

Fees	\$589.50
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$589.50</b>

27188.1024 – REPORTING

Invoice Number: 2507011

<b>Date</b>	<b>Timekeeper</b>	<b>Narrative</b>	<b>Hours</b>
01/20/26	Park, Junho	Email E. Worenklein re information for MOR reporting.	0.2
01/21/26	Worenklein, Elie J.	Comment on draft MOR for December.	0.2
01/22/26	Mishkin, Benjamin	Correspond with A. Del Piano [BDO] re MOR budget.	0.1
<b>Total Hours</b>			<b>0.5</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Counsel	Worenklein, Elie J.	0.2	1,800.00	360.00
	Counsel Total	0.2		\$360.00
Associate	Mishkin, Benjamin	0.1	1,134.00	113.40
	Associate Total	0.1		\$113.40
Legal Assistant	Park, Junho	0.2	580.50	116.10
	Legal Assistant Total	0.2		\$116.10
<b>Matter Total</b>		<b>0.5</b>		<b>\$589.50</b>



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March 23, 2026

Chenyue Zhang  
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Morristown, NJ 07960

Invoice #: 2508313

Client Matter 27188.1008

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FOR PROFESSIONAL SERVICES rendered through February 13, 2026 in connection with CASE  
ADMINISTRATION

Fees	\$7,758.90
Charges and Disbursements	\$842.53
<b>TOTAL</b>	<b>\$8,601.43</b>

<b>Date</b>	<b>Timekeeper</b>	<b>Narrative</b>	<b>Hours</b>
02/01/26	Worenklein, Elie J.	Mark up draft WIP report.	0.8
02/01/26	Mishkin, Benjamin	Update WIP checklist of open workstreams.	0.6
02/02/26	Koboci, Shefit	Correspond with B. Mishkin re WIP (0.2); revise draft WIP (0.4).	0.6
02/02/26	Mishkin, Benjamin	Update WIP checklist and email team bullet updates re same.	0.3
02/03/26	Park, Junho	Update docket files for attorney review.	0.4
02/04/26	Worenklein, Elie J.	Meet with J. Park re prep for Feb 11 hearing.	0.2
02/04/26	Park, Junho	Meet with E. Worenklein re upcoming confirmation hearing logistics and open workstreams.	0.2
02/05/26	Park, Junho	Send January 7 transcript to C. Zhang [CCA].	0.1
02/06/26	Park, Junho	Update docket files for attorney review (0.2); update critical date list (0.2).	0.4
02/08/26	Park, Junho	Update docket files for attorney review.	0.1
02/09/26	Park, Junho	Prepare hearing materials (0.4); coordinate logistics for confirmation hearing (0.3).	0.7
02/10/26	Park, Junho	Coordinate hearing logistics for confirmation hearing (2.4); provide updates to Cole Schotz team re agenda (0.2); prepare and send hearing binders to Judge Gravelle (1.6); circulate hearing information update to team (0.2).	4.4
02/11/26	Park, Junho	Prepare hearing setup for team re confirmation hearing (0.4); coordinate transcript with Cole Schotz re confirmation (0.1).	0.5
02/12/26	Park, Junho	Review confirmation order for calendar updates.	0.2
<b>Total Hours</b>			<b>9.5</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Counsel	Worenklein, Elie J.	1.0	1,800.00	1,800.00
	Counsel Total	1.0		\$1,800.00
Associate	Koboci, Shefit	0.6	1,458.00	874.80
	Mishkin, Benjamin	0.9	1,134.00	1,020.60
	Associate Total	1.5		\$1,895.40
Legal Assistant	Park, Junho	7.0	580.50	4,063.50
	Legal Assistant Total	7.0		\$4,063.50
<b>Matter Total</b>		<b>9.5</b>		<b>\$7,758.90</b>

**CHARGES AND DISBURSEMENTS SUMMARY**

<b>Description</b>	<b>Amount</b>
Delivery Services/Federal Express	\$88.44
In-House Reproduction	\$169.40
Travel	\$211.47
Working Meals	\$373.22
<b>Matter Total</b>	<b>\$842.53</b>



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March 23, 2026

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

Invoice #: 2508315

Client Matter 27188.1015

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FOR PROFESSIONAL SERVICES rendered through February 13, 2026 in connection with CLAIMS  
ADMINISTRATION & OBJECTIONS

Fees	\$1,414.80
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$1,414.80</b>

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Date	Timekeeper	Narrative	Hours
02/03/26	Koboci, Shefit	Correspond with T. Thompson [Marina Pointe] re claim objection (0.2); call with T. Thomspen re same (0.2); correspond with E. Worenklein re same (0.2).	0.6
02/05/26	Worenklein, Elie J.	Call with counsel for Marina Pointe re claims objection.	0.3
<b>Total Hours</b>			<b>0.9</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Counsel	Worenklein, Elie J.	0.3	1,800.00	540.00
	Counsel Total	0.3		\$540.00
Associate	Koboci, Shefit	0.6	1,458.00	874.80
	Associate Total	0.6		\$874.80
<b>Matter Total</b>		<b>0.9</b>		<b>\$1,414.80</b>



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March 23, 2026

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Morristown, NJ 07960

Invoice #: 2508314

Client Matter 27188.1009

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FOR PROFESSIONAL SERVICES rendered through February 13, 2026 in connection with CORPORATE GOVERNANCE & BOARD MATTERS

Fees	\$4,212.00
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$4,212.00</b>

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<b>Date</b>	<b>Timekeeper</b>	<b>Narrative</b>	<b>Hours</b>
02/06/26	Labovitz, M. Natasha	Review board update.	0.1
02/06/26	Levinson, Sidney P.	Exchange emails with R. Heller re comments to board update.	0.2
02/06/26	Heller, Rory	Correspond with S. Levinson re comments to board update (0.2); incorporate S. Levinson comments (0.5); circulate board update re confirmation (0.2).	0.9
02/13/26	Labovitz, M. Natasha	Correspond with board and client team re chapter 11 emergence.	0.8
<b>Total Hours</b>			<b>2.0</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	0.9	2,592.00	2,332.80
	Levinson, Sidney P.	0.2	2,592.00	518.40
	<b>Partner Total</b>	<b>1.1</b>		<b>\$2,851.20</b>
Associate	Heller, Rory	0.9	1,512.00	1,360.80
	<b>Associate Total</b>	<b>0.9</b>		<b>\$1,360.80</b>
<b>Matter Total</b>		<b>2.0</b>		<b>\$4,212.00</b>



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March 23, 2026

Chenyue Zhang  
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Morristown, NJ 07960

Invoice #: 2508311

Client Matter 27188.1004

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FOR PROFESSIONAL SERVICES rendered through February 13, 2026 in connection with DIP FINANCING

Fees	\$12,209.40
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$12,209.40</b>

Date	Timekeeper	Narrative	Hours
02/03/26	Krawiecz, Samuel D.	Discuss exit facility with E. Worenklein.	0.1
02/03/26	Worenklein, Elie J.	Phone call with E. Blum [BDO] re exit facility questions and intercompany funding (0.2); call with S. Krawiecz re exit facility (0.1).	0.3
02/09/26	Levinson, Sidney P.	Email S. Koboci comments to intercompany loan agreement.	0.3
02/09/26	Worenklein, Elie J.	Comment on draft exit facility revisions.	0.4
02/09/26	Koboci, Shefit	Draft ancillary documents re exit facility (1.2); draft amended certificate of incorporation (0.8); review draft intergroup loan agreement (0.9); correspond with E. Worenklein re same (0.2); correspond with S. Levinson re same (0.2); call with A. D'Eramo [Lowenstein] re closing of exit facility (0.2); correspond with A. D'Eramo [Lowenstein] re same (0.2); correspond with C. Zhang [CCA] re closing (0.2); correspond with BDO team re exit facility changes (0.4).	4.3
02/11/26	Worenklein, Elie J.	Comment on draft execution version of exit facility and ancillary documents.	0.3
02/11/26	Worenklein, Elie J.	Correspond with S. Koboci re exit facility documents.	0.3
02/11/26	Koboci, Shefit	Finalize exit facility and ancillary documents (1.1); finalize intra group loan agreement (0.7).	1.8
<b>Total Hours</b>			<b>7.8</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Levinson, Sidney P.	0.3	2,592.00	777.60
	Partner Total	0.3		\$777.60
Counsel	Krawiecz, Samuel D.	0.1	1,980.00	198.00
	Worenklein, Elie J.	1.3	1,800.00	2,340.00
	Counsel Total	1.4		\$2,538.00
Associate	Koboci, Shefit	6.1	1,458.00	8,893.80
	Associate Total	6.1		\$8,893.80
<b>Matter Total</b>		<b>7.8</b>		<b>\$12,209.40</b>



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March 23, 2026

Chenyue Zhang  
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Morristown, NJ 07960

Invoice #: 2508316

Client Matter 27188.1017

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FOR PROFESSIONAL SERVICES rendered through February 13, 2026 in connection with EMPLOYMENT & FEE APPLICATIONS

Fees	\$21,425.85
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$21,425.85</b>

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Date	Timekeeper	Narrative	Hours
02/02/26	Park, Junho	Update November 2025 fee statement (1.9); compile same for B. Mishkin review (0.3); further update 3rd interim fee application (1.9).	4.1
02/03/26	Park, Junho	Correspond with accounting re information on interim fee statement.	0.1
02/04/26	Mishkin, Benjamin	Email with N. Labovitz re December 2025 fee statement.	0.2
02/04/26	Park, Junho	Update December 2025 fee statement (0.4); update interim fee application (0.9); update January 2026 fee statement (2.3).	3.6
02/05/26	Park, Junho	Call with E. Worenklein re fee status (0.1); incorporate N. Labovitz comments to December 2025 fee statement (0.9); call with E. Worenklein re comments to same (0.1); incorporate E. Worenklein comments (0.3).	1.4
02/06/26	Labovitz, M. Natasha	Final signoff on fee statement.	0.2
02/06/26	Park, Junho	Compile fee statement for filing and signoff (1.4); coordinate filing with Cole Schotz (0.2); further revise December 2025 fee statement and incorporate N. Labovitz comments (2.3).	3.9
02/09/26	Mishkin, Benjamin	Email Debtor professionals re interim fee application deadline.	0.1
02/09/26	Park, Junho	Further revise December 2025 fee statement (1.4); compile same for client review (0.6); update chart for interim fee application (0.8).	2.8
02/11/26	Mishkin, Benjamin	Email N. Labovitz re fee statement write-offs (0.3); email CCA team December fee statement (0.1).	0.4
02/12/26	Worenklein, Elie J.	Comment on draft interim fee application (0.4); phone call with J. Park and B. Mishkin re same (0.1); comment on revised draft interim fee application (0.9).	1.4
02/12/26	Mishkin, Benjamin	Review and revise 3rd interim fee app (1.7); call with E. Worenklein and J. Park re same (0.1); meet with J. Park re comments to same (0.2); email Cole Schotz team fee notice for filing (0.1).	2.1
02/12/26	Park, Junho	Update interim fee application exhibits and charts (2.6); call with E. Worenklein and B. Mishkin re same (0.1); meet with B. Mishkin re comments to fee application (0.2).	2.9
02/13/26	Worenklein, Elie J.	Phone call with J. Park re revisions to interim fee application (0.5); review updated draft before sharing with client (0.2).	0.7
02/13/26	Mishkin, Benjamin	Revise interim fee application (0.7); correspond with J. Park re same (0.4); email CCA team re interim fee app (0.1); email N. Labovitz re same (0.1); email December fee statement to Cole Schotz for filing (0.1).	1.4
02/13/26	Park, Junho	Incorporate E. Worenklein comments to interim fee application (0.9); further call with E. Worenklein re further comments to interim fee application (0.5); correspond with B. Mishkin re updates to same (0.2); further incorporate comments to fee application (0.5); finalize fee statement for filing (0.4).	2.5
<b>Total Hours</b>			<b>27.8</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	0.2	2,592.00	518.40
	Partner Total	0.2		\$518.40
Counsel	Worenklein, Elie J.	2.1	1,800.00	3,780.00
	Counsel Total	2.1		\$3,780.00
Associate	Mishkin, Benjamin	4.2	1,134.00	4,762.80
	Associate Total	4.2		\$4,762.80
Legal Assistant	Park, Junho	21.3	580.50	12,364.65
	Legal Assistant Total	21.3		\$12,364.65
<b>Matter Total</b>		<b>27.8</b>		<b>\$21,425.85</b>



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March 23, 2026

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Morristown, NJ 07960

Invoice #: 2508317

Client Matter 27188.1021

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FOR PROFESSIONAL SERVICES rendered through February 13, 2026 in connection with PLAN & DISCLOSURE STATEMENT

Fees	\$195,428.25
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$195,428.25</b>

Date	Timekeeper	Narrative	Hours
02/01/26	Worenklein, Elie J.	Mark up Verita declaration (1.4); further mark up and update plan provisions (1.0).	2.4
02/02/26	Labovitz, M. Natasha	Coordinate with S. Levinson re preparation for confirmation hearing (0.2); review UST brief in opposition to confirmation (0.3); correspond with E. Worenklein re draft voting declaration (0.2).	0.7
02/02/26	Levinson, Sidney P.	Review UST objections (0.3); exchange emails with team re updated plan (0.6); exchange emails with team re confirmation order and company loan (0.2); review emails re confirmation order (0.2).	1.3
02/02/26	Worenklein, Elie J.	Analyze UST plan objection (0.6); mark up draft confirmation order (3.6); call with R. Heller re same (0.3); call with B. Mishkin re confirmation declaration (0.5); email with team re amended plan and confirmation order updates (0.3); correspond with E. Worenklein re voting declaration (0.1).	5.4
02/02/26	Ceresa, Chris	Correspond with Debevoise team re plan, confirmation, and solicitation matters.	0.2
02/02/26	Heller, Rory	Analyze UST Objection (2.1); further draft confirmation brief in response to UST objection (2.3); correspond with counsel to surety provider (0.7); correspond with Verita (0.2); call with E. Worenklein re confirmation order (0.3); implement comments from E. Worenklein into draft confirmation order (1.2).	6.8
02/02/26	Mishkin, Benjamin	Call with E. Worenklein re plan declaration.	0.5
02/03/26	Labovitz, M. Natasha	Correspond with Y. Wei [CCA] and CCA team re preparation to demonstrate feasibility.	0.2
02/03/26	Levinson, Sidney P.	Revise confirmation order (1.0); exchange emails with client re declaration, confirmation process (0.2); meet with R. Heller re revisions to confirmation order (0.3).	1.5
02/03/26	Worenklein, Elie J.	Call with B. Mishkin re confirmation declaration (0.4); review precedent re UST objections (0.7); call with E. Blum re confirmation questions (0.4); correspond with R. Heller re confirmation order (0.3); comment on revised confirmation order (1.6).	3.4
02/03/26	Heller, Rory	Correspond with counsels to surety providers re plan (1.1); meet with S. Levinson re revisions to confirmation order (0.3); implement comments from S. Levinson into draft confirmation order (1.9); coordinate with E. Worenklein re same (0.4).	3.7
02/03/26	Koboci, Shefit	Correspond with M. Paque [Verita] re comments to plan voting declaration (0.2); revise plan voting declaration (0.3); correspond with A. D'Eramo [Lowenstein] re UST comments to plan (0.2); call with A. D'Eramo [Lowenstein] re same (0.2); call with A. Behlmann re UST comments to plan and other matters (0.2); correspond with A. Behlmann re same (0.2); review E. Worenklein comments to closing documents (0.4).	1.7
02/03/26	Mishkin, Benjamin	Call with E. Worenklein re plan declaration.	0.4
02/03/26	Park, Junho	Send research precedent to R. Heller re plan.	0.2

Date	Timekeeper	Narrative	Hours
02/04/26	Labovitz, M. Natasha	Review voting results (0.2); monitor readiness for required plan supplement filings (0.2); review draft of confirmation brief (0.4).	0.8
02/04/26	Levinson, Sidney P.	Email with R. Heller re plan documents.	0.3
02/04/26	Worenklein, Elie J.	Meet with S. Koboci re plan workstreams (0.5); comment on draft email to CCA re plan documents (0.2); comment on outline for confirmation declaration (0.4); research precedent for amended charter (0.2); review precedent replies to UST objection (0.2).	1.5
02/04/26	Heller, Rory	Implement comments from E. Worenklein into draft confirmation order (0.9); circulate same to CCA team and Cole Schotz team (0.5); correspond with S. Levinson re open questions (0.4).	1.8
02/04/26	Koboci, Shefit	Confer with E. Worenklein re plan and other matters (0.5); correspond with C. Zhang [CCA] re intercompany funding documentation (0.2).	0.7
02/05/26	Labovitz, M. Natasha	Correspond with E. Worenklein and S. Levinson re revisions and updates to confirmation brief (0.3); review voting report (0.2).	0.5
02/05/26	Levinson, Sidney P.	Correspond with N. Labovitz re plan and supporting documents.	0.3
02/05/26	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re confirmation workstreams (0.7); mark up draft confirmation brief (3.1); meet with R. Heller re same (0.6); correspond with S. Koboci re amended certificate of incorporation (0.2); mark up draft amended charter for plan supplement (0.7).	5.3
02/05/26	Heller, Rory	Further draft confirmation brief (2.1); discuss same with E. Worenklein (0.6); circulate updated draft of same (0.6); correspond with counsel to surety providers (0.7); further revise confirmation order (0.6).	4.6
02/05/26	Koboci, Shefit	Correspond with A. Behlmann [Lowenstein] re UST comments to plan (0.2); draft amended certificate of incorporation (1.9); correspond with E. Worenklein re same (0.2); correspond with CCA team re same (0.2).	2.5
02/05/26	Mishkin, Benjamin	Continue to draft Blum declaration in support of plan.	0.8
02/06/26	Labovitz, M. Natasha	Monitor progress toward required plan filings and preparation for emergence.	0.3
02/06/26	Levinson, Sidney P.	Review emails re status of various matters (0.2); revise E. Blum declaration (0.5); correspond with B. Mishkin re comments to same (0.2); exchange emails re client review of documents (0.2).	1.1
02/06/26	Worenklein, Elie J.	Mark up confirmation brief (1.9); call with R. Heller re same (0.2); email with UST re plan objection (0.2); draft response to CCA re amended charter (0.3); draft email to Verita re voting declaration (0.1); further amend chapter 11 plan to reflect plan supplement (0.4); zoom meeting with UST and R. Heller re plan objection (0.3); comment on revised draft of BDO declaration (1.1); call with J. Park re drafting notice of confirmation order (0.1).	4.6

Date	Timekeeper	Narrative	Hours
02/06/26	Heller, Rory	Further draft confirmation brief (1.9); implement comments from E. Worenklein re same (0.6); call with E. Worenklein re same (0.2); circulate draft confirmation documents to CCA Team, Cole Schotz Team, and Duane Morris (1.1); meet with UST and E. Worenklein to discuss objection (0.3); draft update to internal team re same (0.4); coordinate filing of confirmation order and related documents (3.9).	8.4
02/06/26	Mishkin, Benjamin	Update Blum declaration per S. Levinson comments (0.8); email same to CCA team (0.1); review and revise draft confirmation brief for consistency with Blum declaration (0.8).	1.7
02/06/26	Park, Junho	Call with E. Worenklein re notice of confirmation order (0.1); draft notice for team review (0.5).	0.6
02/07/26	Labovitz, M. Natasha	Review voting results and coordinate with working team re declaration.	0.2
02/07/26	Park, Junho	Update voting plan declaration for filing.	0.1
02/08/26	Labovitz, M. Natasha	Coordinate with S. Levinson and E. Worenklein re voting declaration and brief in support of confirmation.	0.2
02/08/26	Levinson, Sidney P.	Review latest draft of confirmation brief (0.2); email R. Heller comments re same (0.3); email with N. Labovitz and E. Worenklein re same (0.1).	0.6
02/08/26	Worenklein, Elie J.	Phone call with E. Blum [BDO] re confirmation declaration (0.5); emails with S. Levinson and N. Labovitz re confirmation pleadings (0.3).	0.8
02/08/26	Heller, Rory	Further update confirmation brief (1.3); circulate updated version to S. Levinson for further review and comment (0.4); implement same (0.5).	2.2
02/08/26	Park, Junho	Coordinate with Cole Schotz re filing of voting tabulation declaration (0.3); update confirmation brief for R. Heller review (1.8).	2.1
02/09/26	Goodman, Mark P.	Comment on press statements re approval of plan.	0.2
02/09/26	Labovitz, M. Natasha	Review and respond to questions re final set of confirmation-support filings with S. Levinson.	0.4
02/09/26	Levinson, Sidney P.	Call with E. Worenklein re plan modification (0.2); revise technical modification plan (0.3); call with E. Worenklein re same (0.2); exchange emails with N. Labovitz re bullets re confirmation (0.2); final review of CCA brief, plan, declaration (0.6); call with client to convey comments to same (0.2).	1.7

Date	Timekeeper	Narrative	Hours
02/09/26	Worenklein, Elie J.	Draft email to Lowenstein re modified chapter 11 plan (0.2); phone call with S. Levison re modifications to plan (0.2); revise plan re same (0.6); call with R. Heller re notices for plan revisions (0.3); revise cover notice for plan supplement (0.4); call with BDO team re plan documents (0.5); call with C. Zhang [CCA] re open plan workstreams (0.8); email with Verita re amended declaration (0.3); call with UST re plan comments (0.3); call with FGS team re prep for confirmation hearing (0.3); comment on draft exit facility revisions (0.4); call with M. Bauer [Duane Morris] re plan documents (0.5); call with S. Levinson re confirmation brief and plan (0.2); call with E. Blum [BDO] re comments to declaration (0.3); meet with R. Heller re technical modifications to plan (0.3); call with J. Park confirmation hearing and pleadings (0.4); correspond with S. Koboci re amended certificate of incorporation and intra group loan agreement (0.2).	6.2
02/09/26	Heller, Rory	Correspond with Verita re amended voting declaration (0.6); correspond with surety provider counsel re same (0.2); coordinate with B. Mishkin re updates to declaration (0.3); implement comments from S. Levinson re same (0.5); correspond with CCA team re same (1.5); discuss same with E. Worenklein (0.3); coordinate filing of confirmation documents (2.4); call with E. Worenklein re plan noticing (0.3).	6.1
02/09/26	Mishkin, Benjamin	Review and revise Blum declaration (0.6); correspond with E. Worenklein re same (0.2); email Cole Schotz team re filings (0.2).	1.0
02/09/26	Mishkin, Benjamin	Comment on plan press release and statement (0.2); email Debevoise and FGS teams re same (0.1).	0.3
02/09/26	Park, Junho	Call with E. Worenklein re confirmation documents (0.4); prepare and compile plan pleadings for filing (2.2).	2.6
02/10/26	Labovitz, M. Natasha	Review and respond to questions from S. Levinson re preparation for confirmation hearing.	0.3
02/10/26	Levinson, Sidney P.	Email with N. Labovitz re confirmation hearing (0.2); revise E. Worenklein oral argument outline (0.5).	0.7
02/10/26	Worenklein, Elie J.	Zoom meeting with BDO and CCA teams re emergence accounting considerations (1.0); review research and draft script for confirmation hearing (1.9); review revisions to confirmation order (0.4); email with Cole Schotz re agenda and witness list (0.5); prep for hearing argument (1.7); call with R. Heller re confirmation hearing (0.2).	5.7
02/10/26	Heller, Rory	Update confirmation order (0.9); implement comments from E. Worenklein re same (0.2); prepare for confirmation hearing (1.6); call with E. Worenklein re same (0.2).	2.9
02/10/26	Park, Junho	Send plan confirmation research to R. Heller.	0.1
02/11/26	Goodman, Mark P.	Monitor status of confirmation of plan document.	0.2
02/11/26	Labovitz, M. Natasha	Monitor results of confirmation hearing and emergence steps.	0.3
02/11/26	Levinson, Sidney P.	Prepare for and attend confirmation hearing.	0.9

Date	Timekeeper	Narrative	Hours
02/11/26	Worenklein, Elie J.	Prepare for confirmation hearing (0.8); call with E. Blum [BDO] re confirmation hearing (0.2); present argument at confirmation hearing (0.7); comment on revised confirmation order (1.8); zoom meeting with BDO re emergence documents (0.6); call with C. Zhang [CCA] re same (0.3); email exchange with CCA re revisions to confirmation order (0.4).	4.8
02/11/26	Heller, Rory	Attend confirmation hearing (0.7); coordinate filing of confirmation order (0.9).	1.6
02/11/26	Koboci, Shefit	Finalize direction letter and resolutions (0.8); finalize stock transfer agreements (0.8) correspond with C. Zhang [CCA] re finalization of documents (0.2).	1.8
02/12/26	Labovitz, M. Natasha	Correspond with J. Yang [CCA] and internal team re post-confirmation updates to sureties.	0.2
02/12/26	Worenklein, Elie J.	Call with S. Koboci re emergence documents (0.2); mark up draft documents and cover email to CCA re same (0.7); email with BDO team re emergence (0.3); review and comment on final emergence documents (0.4).	1.6
02/12/26	Koboci, Shefit	Compile full execution version of closing documents (1.7); call with E. Worenklein re closing documents (0.2); share final documents with Lowenstein team (0.3); share final documents with CCA team (0.3).	2.5
02/13/26	Worenklein, Elie J.	Call with C. Zhang [CCA] re CPs for emergence (0.5); email with C. Zhang [CCA] re same (0.2); email with Lowenstein re closing exit facility (0.2); call with C. Zhang [CCA] re same (0.2); sign off on notice of effective date (0.3); call with S. Koboci re same (0.2); multiple calls with C. Zhang [CCA] re status of documents (1.5).	3.1
02/13/26	Heller, Rory	Update draft of notice of effective date.	0.9
<b>Total Hours</b>			<b>116.5</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	0.4	2,592.00	1,036.80
	Labovitz, M. Natasha	4.1	2,592.00	10,627.20
	Levinson, Sidney P.	8.4	2,592.00	21,772.80
	Partner Total	12.9		\$33,436.80
Counsel	Worenklein, Elie J.	44.8	1,800.00	80,640.00
	Counsel Total	44.8		\$80,640.00
Associate	Ceresa, Chris	0.2	1,656.00	331.20
	Heller, Rory	39.0	1,512.00	58,968.00
	Koboci, Shefit	9.2	1,458.00	13,413.60
	Mishkin, Benjamin	4.7	1,134.00	5,329.80
	Associate Total	53.1		\$78,042.60
Legal Assistant	Park, Junho	5.7	580.50	3,308.85
	Legal Assistant Total	5.7		\$3,308.85
<b>Matter Total</b>		<b>116.5</b>		<b>\$195,428.25</b>



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

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March 23, 2026

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

Invoice #: 2508309

Client Matter 27188.1024

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FOR PROFESSIONAL SERVICES rendered through February 13, 2026 in connection with REPORTING

Fees	\$340.20
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$340.20</b>

27188.1024 – REPORTING

Invoice Number: 2508309

Date	Timekeeper	Narrative	Hours
02/05/26	Mishkin, Benjamin	Finalize Rule 2015.3 report and coordinate filing of same.	0.3
<b>Total Hours</b>			<b>0.3</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Associate	Mishkin, Benjamin	0.3	1,134.00	340.20
	Associate Total	0.3		\$340.20
	<b>Matter Total</b>	<b>0.3</b>		<b>\$340.20</b>

**Description of Disbursements for the Fourth Interim Compensation Period**

<b>Date</b>	<b>Timekeeper</b>	<b>Disbursement Category</b>	<b>Narrative</b>	<b>Amount</b>
12/4/2025	Xie, Elaine	Travel	Vendor: Uber Technologies, Inc; Invoice#: 6E4204C18B; Date: 12/4/2026; Late Night Taxi	\$54.50
12/4/2025	Xie, Elaine	Travel	Vendor: Uber Technologies, Inc; Invoice#: 6E4204C18B; Date: 12/4/2026; Late Night Taxi	\$10.90
12/5/2025	Precost-New York, D&P	Computer Assisted Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528DEC2025; Date: 12/1/2025 - Pacer	\$3.00
12/9/2025	Xie, Elaine	Working Meal	Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-73; Elaine Xie; Order date:12/9/2025; Late Night Meal	\$40.00
12/9/2025	Precost-New York, D&P	Computer Assisted Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528DEC2025; Date: 12/1/2025 - Pacer	\$0.50
12/11/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7890270701090601 Night/Weekend Working Meals; 12/11/2025; Late Night Meal	\$40.00
12/17/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7890269301090601 Night/Weekend Working Meals; 12/17/2025; Late Night Meal	\$37.43
12/17/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7890269301090601 Taxi; 12/17/2025; Late Night Taxi	\$73.96
12/21/2025	Precost-New York, D&P	Computer Assisted Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528DEC2025; Date: 12/1/2025 - Pacer	\$0.20
12/22/2025	Precost-New York, D&P	Computer Assisted Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528DEC2025; Date: 12/1/2025 - Pacer	\$33.20
12/28/2025	Precost-New York, D&P	Computer Assisted Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528DEC2025; Date: 12/1/2025 - Pacer	\$73.10
1/6/2026	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7918021101170603 Night/Weekend Working Meals; 01/06/2026; Late Night Meal	\$13.33
1/6/2026	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7918021101170603 Taxi; 01/06/2026; Late Night Taxi	\$23.58
1/14/2026	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7937772701280600 Night/Weekend Working Meals; 01/14/2026; Late Night Meal	\$17.47

Date	Timekeeper	Disbursement Category	Narrative	Amount
1/14/2026	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7937772701280600 Taxi; 01/14/2026; Late Night Taxi	\$34.80
1/21/2026	Heller, Rory	Travel	Vendor: Rory B. Heller (#11934) Invoice#: 7952245702040604 Taxi; 01/21/2026; Late Night Taxi	\$22.79
1/28/2026	Ceresa, Chris	Filing Fee	Vendor: Clerk, USDC, District of New Jersey; Invoice#: 01/28/26-CRC; Date: 1/28/2026 - Christopher R. Ceresa	\$250.00
1/28/2026	Ceresa, Chris	Filing Fee	Vendor: NJ Lawyers' Fund for Client Protection/N; Invoice#: 01/28/26-CRC; Date: 1/28/2026 - Christopher R. Ceresa	\$267.00
1/28/2026	Park, Junho	Courier	Vendor: FedEx (Federal Express) FEDEX-Fedex; Invoice#: 9-167-30430; Date: 2/6/2026 - 1/28/2026 - D Bliszc - Junho Park - NJ PHV - 398198622364	\$44.22
1/28/2026	Park, Junho	Courier	Vendor: FedEx (Federal Express) FEDEX-Fedex; Invoice#: 9-167-30430; Date: 2/6/2026 - 1/28/2026 - L Larosa - Junho Park - Pro Hac Vice Admissions - 398198720570	\$44.22
1/29/2026	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7956488902070602 Night/Weekend Working Meals; 01/29/2026; Late Night Meal	\$5.99
1/29/2026	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7956488902070602; Taxi; 01/29/2026; Late Night Taxi	\$19.50
2/2/2026	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7976055502140603 Night/Weekend Working Meals; 02/02/2026; Late Night Meal	\$40.00
2/2/2026	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7972038902140603 Night/Weekend Working Meals; 02/02/2026; Late Night Meal	\$36.49
2/2/2026	Heller, Rory	Travel	Vendor: Rory B. Heller (#11934) Invoice#: 7976055502140603 Taxi; 02/02/2026; Late Night Taxi	\$24.99
2/2/2026	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7972038902140603 Taxi; 02/02/2026; Late Night Taxi	\$56.34
2/4/2026	Mishkin, Benjamin	Working Meal	Vendor: Mishkin, Benjamin A. Invoice#: 7968776002130605 Night/Weekend Working Meals; 02/04/2026; Late Night Meal	\$15.51
2/4/2026	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7972040902140603 Night/Weekend Working Meals; 02/04/2026; Late Night Meal	\$16.60

Date	Timekeeper	Disbursement Category	Narrative	Amount
2/4/2026	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7972040902140603 Taxi; 02/04/2026; Late Night Taxi	\$76.78
2/5/2026	Heller, Rory	Working Meal	Vendor: Rory B. Heller (#11934) Invoice#: 7976061702140603 Night/Weekend Working Meals; 02/05/2026; Late Night Meal	\$40.00
2/5/2026	Heller, Rory	Travel	Vendor: Rory B. Heller (#11934) Invoice#: 7976061702140603 Taxi; 02/05/2026; Late Night Taxi	\$27.92
2/5/2026	Mishkin, Benjamin	Travel	Vendor: Mishkin, Benjamin A. Invoice#: 7968771102140603 Taxi; 02/05/2026; Late Night Taxi	\$39.03
2/9/2026	Precost-New York, D&P	In-House Duplication	Duplicating Services	\$48.80
2/9/2026	Precost-New York, D&P	In-House Duplication	Duplicating Services	\$0.20
2/9/2026	Scheduled Job, Dev Team	In-House Duplication	Document Production	\$21.60
2/10/2026	Edwards, Albert	In-House Duplication	Duplicating Services	\$94.00
2/10/2026	Edwards, Albert	In-House Duplication	Duplicating Services	\$4.80
2/10/2026	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7986690302240602 Night/Weekend Working Meals; 02/10/2026; Late Night Meal	\$40.00
2/10/2026	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7986690302240602 Taxi; 02/10/2026; Late Night Taxi	\$69.29
2/12/2026	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7986691902240602 Night/Weekend Working Meals; 02/12/2026; Late Night Meal	\$16.88
2/12/2026	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7986691902240602 Taxi; 02/12/2026; Late Night Taxi	\$36.58