

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (MFW)

(Jointly Administered)

**APPLICATION OF CLACKAMAS MALL L.L.C. FOR ALLOWANCE AND
PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM**

Clackamas Mall L.L.C. (the “Landlord”), by and through its undersigned counsel, Law Office of Susan E. Kaufman, LLC, pursuant to sections 503(b) and 365(d)(3) of title 11 of the United States Code, files this application (this “Application”), requesting entry of an order, substantially in the form attached hereto (the “Order”), for allowance and payment of Landlord’s administrative expense claim (the “Administrative Expense Claim”), attached to the Order as **Exhibit A**, in the amount of \$24,585.86. This is supported by the claim documentation (the “Service Repair Invoice”) referenced in **Exhibit A** and attached as **Schedule 1** thereto. In support of this Application, Landlord represents as follows:

BACKGROUND

1. Clackamas Mall L.L.C is the landlord to debtor F21 OpCo, LLC with respect to retail premises located at 12000 Se 82nd Ave., Happy Valley, OR 97086-7721 (the “Leased Premises”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412). The Debtors’ address for purposes of service in these Chapter 11 Cases is 110 East 9th Street, Suite A500, Los Angeles, CA 90079.



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2. On June 27, 2011, Forever 21 Retail, Inc., currently operating as F21 OpCo, LLC, (the “Tenant”) entered into a lease with the Landlord (the “Lease”). The Leased Premises is located in a shopping center as that term is used in section 365(b)(3) of the Bankruptcy Code.²

3. On March 16, 2025 (the “Petition Date”), F21 OpCo, LLC and its affiliated debtors (the “Debtors”) filed voluntary petitions for relief pursuant to Chapter 11 of the Bankruptcy Code with the District of Delaware.³

4. On March 17, 2025, the Debtors filed their *Motion For Entry Of (i) Interim Order Authorizing (A) The Conduct Of The Store Closing Sales, With Such Sales To Be Free And Clear Of All Liens, Claims, And Encumbrances And (B) Granting Related Relief, And (ii) Final Order Authorizing (A) The Debtors To Assume The Agency Agreement, (B) The Conduct Of The Store Closing Sales, With Such Sales To Be Free And Clear Of All Liens, Claims, And Encumbrances, And (C) Granting Related Relief* (the “Store Closing Motion”).⁴

5. On May 12, 2025, the Court entered the *Order Authorizing (i) Rejection Of (A) Certain Unexpired Leases Of Nonresidential Real Property And (B) Certain Executory Contracts, Effective As Of The Rejection Date; (ii) Abandonment Of Any Remaining Personal Property Located At The Leased Premises, Effective As Of The Rejection Date; And (iii) Granting Related Relief* (the “Rejection Order”).⁵ By operation of the Rejection Order, the Lease was rejected effective as of April 30, 2025 (the “Rejection Date”).

² See *In re Joshua Slocum, Ltd.*, 922 F.2d 1081 (3d Cir. 1990).

³ Case No. 25-10469, Dkt. 1.

⁴ Case No. 25-10469, Dkt. 14.

⁵ Case No. 25-10469, Dkt. 330.

6. Article 24 of the Lease provides as follows:

ARTICLE 24 – Surrender of Leased Premises

Tenant, at its sole expense, shall immediately repair damage to the Leased Premises caused by Tenant vacating the Leased Premises or by Tenant's removal of trade fixture, signs and other personal property.

7. Additionally, Article 11 of the Lease sets forth the Tenant's maintenance and repair obligations. Article 11 provides that the "Tenant shall be liable for the repairs, replacements and maintenance of the Leased Premises," and that "Tenant shall be solely responsible for maintenance and repair costs related to the Leased Premises."

8. During the process of surrendering the Leased Premises, Tenant caused damage to the elevator and two escalators on the Leased Premises. By the terms of Articles 11 and 24 of the Lease, Tenant is responsible for payment of the costs of the repairs to the Leased Premises listed on the Service Repair Invoice.

9. First, the Tenant failed to maintain the elevator emergency phone, in violation of Article 11 of the Lease, which led the state inspector to shut down elevator service. With the elevator out of commission, during the process of surrendering the Leased Premises, the Tenant used an escalator located on the Leased Premises ("Escalator One") to move product and fixtures from the upper level to the lower, which resulted in extensive damage to Escalator One. During the process of surrendering the Leased Premises, the Tenant also ran the second escalator at the Leased Premises ("Escalator Two") in reverse, which caused extensive damage.

10. As a result of the damage, the Landlord was required to hire a third party, Schindler Elevator Corporation ("Schindler") to repair the escalators and certify compliance with state requirements to prevent hazardous conditions from arising. In their evaluation of the damage, Schindler noted the need to replace two handrails onsite, repair the damaged components of the escalators and replace related equipment, repair the elevator phone system, perform multiple State

Escalator Clean downs and Inspections – as required by state law – and perform State CAT1 and CAT5 testing as required by the state to comply with all laws and governmental regulations. The scope of the repairs is documented in Schedule 1 to Exhibit A.

11. Pursuant to Article 24 of the lease, it was the Tenant's obligation, at their sole cost, to immediately repair damage to the Leased Premises caused by Tenant in the process of its surrender of the Leased Premises. Instead, the Landlord incurred \$24,585.86, plus applicable taxes in expenses for the 40 hours of work required to repair the damage caused by Tenant at the Leased Premises.

12. The damage to the Leased Premises occurred between the Petition Date and Rejection Date. As such, the damages and required repairs qualify as post-petition obligations. The Landlord is thus entitled to payment of the Administrative Expense Claim pursuant to sections 365(d)(3), 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code for certain accrued and unpaid post-petition amounts, as set forth on the Service Repair Invoice.

JURISDICTION AND STATUTORY PREDICATES FOR RELIEF

13. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue before this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B).

14. The statutory predicates for the relief requested are 11 U.S.C. §§ 365(d)(3), 503(b)(1)(A), and 507(a)(2).

BASIS FOR RELIEF REQUESTED

15. Section 365(d)(3) of the Bankruptcy Code provides in relevant part as follows:

The trustee shall timely perform all the obligations of the debtor... arising from and after the order for relief under any unexpired lease

of nonresidential real property, until such lease is assumed or rejected, notwithstanding section 503(b)(1) of this title.⁶

11 U.S.C. § 365(d)(3).

16. The plain language of section 365(d)(3) requires Debtors to fully and “timely” perform “all” their obligations under the Lease.⁷ Such obligations include rent, common area maintenance costs, and other charges arising under the applicable lease.⁸ The majority of courts that have considered the operation of section 365(d)(3), including this Court, have concluded that costs and expenses incurred for post-petition, pre-rejection performance under an unexpired nonresidential real property lease must be allowed as administrative expenses regardless of section 503(b)(1)(A) limitations.⁹

17. Further, section 503(b)(1)(A) of the Bankruptcy Code affords administrative priority to claims for the actual, necessary costs and expenses of preserving an estate. “When third parties are induced to supply goods or services to the debtor-in-possession ... the purposes of [section 503] plainly require that their claims be afforded priority.”¹⁰ Section 507(a) of the Bankruptcy Code adds that administrative expense claims allowed under section 503(b) of the Bankruptcy Code will be given high priority.¹¹

⁶ 11 U.S.C. § 365(d)(3).

⁷ *In re Goody's Family Clothing, Inc.*, 610 F.3d 812, 818 (3d Cir. 2010).

⁸ *See In re HQ Glob. Holdings, Inc.*, 282 B.R. 169 (Bankr. D. Del. 2002).

⁹ *See Id.* at 173; *see also In re DVI, Inc.*, 308 B.R. 703, 708 (Bankr. D. Del. 2004) (holding that an unpaid obligation due under section 365(d)(3) constitutes an administrative claim under section 503(b)(1)); *In re CHS Elecs., Inc.*, 265 B.R. 339, 341–42 (Bankr. S.D. Fla. 2001) (agreeing with “a majority of courts” that post-petition rent is entitled to administrative priority without regard to § 503(b)(1)); *In re Liberty Outdoors, Inc.*, 205 B.R. 414, 417 (Bankr. E.D. Mo. 1997) (holding that the lessor is entitled to payment of unpaid expenses pursuant to section 365(d)(3) regardless of whether the expenses benefited or preserved the estate).

¹⁰ *In re Goody's*, 610 F.3d at 818; *In re Whistler Energy II, L.L.C.*, 931 F.3d 432, 443 (5th Cir. 2019); *In re Jartran, Inc.*, 732 F.2d 584, 586 (7th Cir. 1984).

¹¹ *See Simbaki*, 2015 WL 1593888, at *3.

18. Based on the foregoing, the amounts set forth in the Administrative Expense Claim constitute actual and necessary costs of the estates, which the Debtors have not yet paid.

19. Accordingly, Clackamas Mall L.L.C. is entitled to allowance and immediate payment of its Administrative Expense Claim under the Lease pursuant to sections 365(d)(3), 503(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code.

RESERVATION OF RIGHTS

20. Clackamas Mall L.L.C., reserves all rights with respect to its Administrative Expense Claim, including, but not limited to, the right to amend and supplement its claim.

CONCLUSION

WHEREFORE, for the reasons set forth herein, Clackamas Mall L.L.C. respectfully requests that the Court (i) enter an order, substantially in the form attached hereto, allowing the Administrative Expense Claim attached as **Exhibit A** to the Order; (ii) directing the Debtors to immediately pay the Administrative Expense Claim; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: July 29, 2025

Respectfully submitted,

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

Susan E. Kaufman, Esq. (DE Bar # 3381)

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Counsel for Clackamas Mall L.L.C.

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

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (MFW)

(Jointly Administered)

**ORDER GRANTING APPLICATION OF CLACKAMAS MALL L.L.C. FOR
ALLOWANCE AND PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM**

Upon the Application (the “Application”) of Clackamas Mall L.L.C. (“the Landlord”), for entry of an order granting the allowance and payment of an administrative expense claim (the “Administrative Expense Claim”) attached hereto as Exhibit A; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having determined that notice of the Application provided by Clackamas Mall L.L.C. was adequate and sufficient under the circumstances and that no further notice of the Application need be provided; and this Court having reviewed the Application and the exhibits thereto; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412). The Debtors’ address for purposes of service in these Chapter 11 Cases is 110 East 9th Street, Suite A500, Los Angeles, CA 90079.

1. The Administrative Expense Claim is hereby granted, approved, and allowed in the total amount of \$24,585.86.

2. The Plan Administrator² shall pay Clackamas Mall L.L.C. the Administrative Expense Claim within seven (7) days of the entry of this Order.

² “Plan Administrator” means that person or Entity selected by the Debtors to administer the Liquidation Process. To the extent known, the identity and role of the Plan Administrator shall be set forth in Plan Administration Agreement or otherwise set forth in the Plan Supplement; *see* Case No. 25-10469, D.I. 123.

Exhibit A

Administrative Expenses

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

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (MFW)

(Jointly Administered)

**REQUEST FOR PAYMENT OF ADMINISTRATIVE
EXPENSE PRIORITY CLAIM OF CLACKAMAS MALL L.L.C.**

Clackamas Mall L.L.C. (the “Landlord”), the counterparty to the unexpired lease of non-residential real property (the “Lease”) set forth in the *Application of Clackamas Mall L.L.C. for Allowance and Payment of an Administrative Expense Claim* filed contemporaneously herewith, by and through its undersigned counsel, hereby submits this request (the “Request”) for payment of its administrative expense priority claim that is due and owing under the Lease, and states as follows:

1. Amount of Claim: Landlord’s administrative expense priority claim in the amount totaling \$ 24,585.86, due and owing by Debtors to Landlord is set forth on Schedule I, attached hereto.
2. Basis for Claim: This claim is for payment due on administrative priority to claims for the actual, necessary costs and expenses of preserving an estate. Bankruptcy Code sections 365(d)(3), 503(b)(1)(A), and 507(a)(2).
3. Backup for Claim: Schedule I, attached hereto.
4. Reservation of Rights: Landlord reserves all rights with respect to its administrative expense priority claim, including, but not limited to, the right to amend and supplement its claim to include additional post-petition amounts, including rents,

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taxes, interest, adjustments, costs, and attorneys' fees as provided for under the Lease. Landlord also reserves its right to file additional administrative expense priority claims for accrued, but unbilled adjustments, including year-end adjustments, when such amounts are billed.

5. Right to Amend: Landlord specifically reserves its right to amend or supplement this Request for any purpose.

Dated: July 29, 2025
Wilmington, Delaware

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

By: /s/ Susan E. Kaufman
Susan E. Kaufman (DE Bar No. 3381)
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Wilmington, DE 19801
Tel: (302) 472-7420
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Counsel for Clackamas Mall L.L.C.

Schedule I

Service Repair Invoice

ORDINARY CAPITAL

Property Name: **Clackamas Town Center**
 Project Name: **2025 Emergency VT Repairs for Urban Planet Deal - 3841**
 Project ID: **OC257286**
 Supplier #: **2004417**
 Work Order #: **COM_0001**

CONSTRUCTION SERVICES WORK ORDER

Date of Order:	06-30-2025	All correspondence, notices, waivers and packages must be addressed to:
Between:	CLACKAMAS MALL L.L.C., Customer	
and:	SCHINDLER ELEVATOR CORPORATION, Service Provider	
Remit Address:	PO BOX 93050 CHICAGO, IL 60673	Property: Clackamas Town Center
Contact Person:	Casey Sutton casey.sutton@schindler.com	Address: 12000 S.E. 82ND AVE HAPPY VALLEY, OR 97086-7736

Service Provider agrees to perform all work, including providing all material, labor, equipment, licenses and permits (collectively the "**Work**") as described below. For performance of this Work, Customer agrees to pay the "**Total Job Amount**" set forth below within forty-five days (45) days after receipt of Service Provider's proper invoice and required lien waivers following final completion of the Work to the satisfaction of Customer.

Description of Work:

Repair escalators at former Forever 21 space. Work to be completed during regular hours. Work includes:

- **Replace two (2) handrails (material onsite in machine room).**
- **Clean escalator truss and repair damaged components resulting from reverse run.**
- **Replace escalator brushes as needed.**
- **Service Provider standby/assistance required alongside phone line provider to get the elevator phone system operational.**
- **Perform State Escalator Cleandowns/Inspections as cited by the State.**
- **Perform State CAT1 and CAT5 testing as cited by the State.**

THIS WORK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS INCLUDED HEREIN.

Total Job Amount: **\$24,585.86**

Commencement Date: **07-07-2025**

Completion Date: **08-22-2025**

CUSTOMER:
CLACKAMAS MALL L.L.C.,
a Delaware limited liability company

SERVICE PROVIDER:
SCHINDLER ELEVATOR CORPORATION

By: _____
 Authorized Signatory

Name: _____

Date: _____

By: _____
 Authorized Signatory

Name: _____

Date: _____

Project Management System. The Customer has implemented PMWeb® as its web-based project management system to ensure that the Work is delivered on time and within budget. Service Provider acknowledges that it has received a copy of the PMWeb® specifications, and Service Provider agrees to administer this Work Order in accordance with such specifications.

This Work Order is hereby fully executed and delivered electronically as of the day and year first written above by an authorized representative of the parties listed above.

TERMS AND CONDITIONS

1. **Performance of Work.** Service Provider agrees to provide all labor, materials, supervision, scaffolding, equipment, machinery, tools, utilities, supplies, services and insurance necessary to perform the Work described in this Work Order. Services Provider shall perform the Work: (a) to the satisfaction of Customer; (b) with minimum inconvenience to tenants and others at the Property; and (c) with the standard of all skill and care of the reasonably prudent professional performing similar work on a national basis.
2. **Suppliers.** Service Provider shall, upon execution of this Work Order, provide Customer with the names and contact information for all major suppliers of material and equipment used by Service Provider in the performance of the Work. If such suppliers have not been determined at the time of the execution of this Work Order, Service Provider will provide such information to Customer upon determination thereof. Service Provider shall inform Customer of any changes in suppliers. Service Provider shall provide to Customer waivers of mechanic's or contractor's liens for material, equipment or labor furnished to Service Provider in a form approved by Customer. Customer may make any check for payment to Service Provider payable jointly to both Service Provider and any supplier of labor, materials or equipment.
3. **Subcontracting.** Service Provider shall, upon execution of this Work Order, provide Customer with the names and contact information for all subcontractors retained by Service Provider which will be involved in the performance of the Work. Customer shall have the right to reasonably request changes to the subcontractors involved in the Work and Service Provider shall promptly honor such requests. Service Provider shall be responsible for the performance of any subcontractors as though providing the Work itself.
4. **Insurance.** Services Provider shall furnish and maintain in effect during the term of this Work Order the insurance coverage described below, which shall be placed with insurance companies authorized to do business in the state in which the Property is located, and maintaining an AM Best rating of at least A-VII. Services Provider's insurance shall be primary as to any insurance maintained by Customer.
 - A. Worker's Compensation or similar insurance in amounts and form in accordance with all statutory requirements, including Broad Form All States and Voluntary Compensation Endorsements, and Employer's Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and a \$500,000 policy limit on disease.
 - B. Commercial General Liability Insurance on an occurrence basis which shall include: bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with a per occurrence limit of not less than \$1,000,000 and general aggregate limit of not less than \$2,000,000. Service Provider may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies. Such policy shall contain a blanket contractual liability endorsement that includes any liability arising out of the indemnification set forth in this Work Order, and a broad form property damage endorsement extended to apply to completed operations.
 - C. Automobile Liability Insurance to insure operation of all owned, non-owned, leased and hired motor vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - D. The Commercial General Liability Insurance and Automobile Liability Insurance required by this Work Order shall name, as additional insureds, **Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc., Brookfield Property Partners LP, CLACKAMAS MALL L.L.C., and their respective subsidiaries, affiliates, directors, officers, partners, and agents** (the "**Additional Insureds**"). The Commercial General Liability Insurance and Automobile Liability Insurance shall contain waivers of any and all rights of subrogation against the Additional Insureds and cross liability or severability of interest endorsements. Before Service Provider begins Work pursuant to this Work Order, Customer shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including the required riders and endorsements. All insurance policies required by this Work Order shall bear an endorsement prohibiting such policy from being canceled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Customer.
5. **Application for Payment.** Upon completion of Work, Service Provider shall submit to Customer an invoice for payment, along with any substantiating data and information required by Customer. Service Provider shall be paid no later than forty-five (45) days after receipt of a properly presented invoice. Payment shall be made to Service Provider upon completion of the Work, completion of all punch list items, acceptance of the Work by Customer and certification from Service Provider that all subcontractors, laborers, materialmen and suppliers have been paid in full, and for all invoices over \$5,000, receipt of final waivers of lien in a form approved by Customer.
6. **Schedule.** Time is of the essence with respect to all provisions of this Work Order that specify a time for performance. Service Provider agrees to substantially complete the Work by the date set forth herein, and to complete all punch list items and closeout documentation within ten (10) days thereafter.
7. **Termination.** In the event Service Provider fails to perform the Work in accordance with this Work Order, Customer may terminate this Work Order for cause upon three (3) days' prior written notice to Service Provider, unless Service Provider cures the default within that time. Customer shall be entitled to hold all payments hereunder until the Work is fully completed by others, and all costs and damages suffered by Customer as a result of Service Provider's default are deducted from the balance of the Total Job Amount,

or otherwise paid by Service Provider. Customer reserves the right to terminate this Work Order at any time for its convenience, in which event Service Provider shall be paid the reasonable cost of Work properly performed (including earned overhead and profit, if explicitly contemplated in this Work Order), but shall not be entitled to recover lost profits, or incidental or consequential damages.

8. **Site Conditions.** Service Provider warrants and represents that it has reviewed the conditions at the Property, and has satisfied itself as to the surface and subsurface conditions under which the Work will be performed. Service Provider shall not use, install, remove or handle hazardous materials on the Property, and shall notify Customer prior to notifying any governmental agency in the event Service Provider discovers the presence of hazardous materials on the Property.
9. **Site Management.** Service Provider acknowledges that the Work may be performed at a location where Customer has ongoing business operations. Service Provider shall follow the reasonable requirements of Customer, shall maintain good order among its employees, agents, contractors and suppliers performing the Work, and shall comply with all rules and requirements of Customer, including, without limitation, safety requirements, regulatory compliance and any limitations on hours of operation, locations of staging and storage areas, construction parking, use and shutdown or interruption to Customer facilities and utilities, temporary signage, and ingress and egress.
10. **Changes.** All changes or modifications in the Work require Customer's prior written authorization, and any increase in the Total Job Amount as a result of such changes or modifications must be agreed upon in writing by Customer. This requirement may not be waived, verbally or by conduct, by Customer or its representative. Notice of any and all claims for additional compensation, extra work, delay, extensions of time, or loss, injury or damages of any kind, shall be submitted in writing by Service Provider to Customer within five (5) days after the occurrence giving rise to the claim, or the claim shall be deemed waived by Service Provider.
11. **Warranty.** Service Provider warrants to Customer that all materials and equipment furnished shall be new unless otherwise specified, and that all Work performed and materials furnished under this Work Order shall be of good and workmanlike quality and free from faults and defects. Service Provider shall promptly make good any and all defects that appear within a period of one (1) year from final completion of the Work. All final warranties or guarantees of Service Provider's suppliers and materialmen shall be assigned to Customer or shall name Customer as an additional beneficiary. This provision shall not preclude other remedies of Customer under applicable law.
12. **INDEMNIFICATION.** SERVICE PROVIDER SHALL BE RESPONSIBLE FOR ALL INJURY OR DAMAGES OF ANY KIND ARISING OUT OF SERVICE PROVIDER'S WORK OR ACTIVITIES, AND SERVICE PROVIDER SHALL TO THE FULLEST EXTENT PERMITTED BY LAW DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER AND ITS DIRECT AND INDIRECT PARENTS AND SUBSIDIARIES, ANY OF THEIR AFFILIATED ENTITIES, SUCCESSORS AND ASSIGNS AND ANY CURRENT OR FUTURE DIRECTOR, OFFICER, AGENT, EMPLOYEE, PARTNER, MEMBER, CONTRACTOR, CONSULTANT, LENDER AND TENANT OF ANY OF THEM FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, SUITS, EXPENSES, CITATIONS AND FINES, INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES (COLLECTIVELY THE "CLAIMS") ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (I) THE WORK PERFORMED UNDER THIS WORK ORDER, (II) ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OR OTHER ACTION OR OMISSION OF SERVICE PROVIDER OR ITS EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS, DIRECTLY OR INDIRECTLY INVOLVED IN THE SERVICES ("SERVICE PROVIDER-PARTIES"), (III) ANY VIOLATION OF THIS WORK ORDER BY SERVICE PROVIDER PARTIES, OR (IV) ANY CLAIM MADE BY ANY EMPLOYEE OR AGENT OF SERVICE PROVIDER ARISING FROM OR RELATED TO THE EMPLOYMENT OR AGENCY RELATIONSHIP WITH SERVICE PROVIDER; PROVIDED, HOWEVER, SERVICE PROVIDER'S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS SHALL NOT APPLY TO ANY SUCH CLAIM TO THE EXTENT DETERMINED TO BE ACTUALLY CAUSED BY THE GROSS NEGLIGENCE OF THE PARTY SEEKING TO BE INDEMNIFIED. IN THE EVENT THE LAW OF THE STATE WHERE THE PROPERTY IS LOCATED DOES NOT ALLOW THE INDEMNITY HEREIN, THIS SECTION SHALL BE CONSTRUED AS PROVIDING FOR THE BROADEST INDEMNITY BY SERVICE PROVIDER AS PERMITTED BY APPLICABLE LAW. SERVICE PROVIDER SHALL DELIVER THE WORK TO CUSTOMER FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ALL SUCH LIENS, CLAIMS AND ENCUMBRANCES ARISING OUT OF SERVICE PROVIDER'S PERFORMANCE OF THE WORK, OR THE WORK OF ANY OF SERVICE PROVIDER'S EMPLOYEES, AGENTS, CONTRACTORS, OR SUPPLIERS, INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES INCURRED BY CUSTOMER AS A RESULT OF SUCH CLAIMS AND ENCUMBRANCES.
13. **Title.** Title to all Work shall be in Customer's name.
14. **Governing Law; Venue; Notice; Disputes.** If either party institutes legal suit or action arising out of or related to this Work Order, Customer shall have the right, in its sole discretion, to select the venue for such suit or action from: (a) the federal or state courts located in Chicago, Illinois; or (b) the federal or state courts located in the county in which any Work is to be performed under this Work Order. Customer's selection shall be the exclusive venue and jurisdiction for suit or action and each party waives any objection which it may now or hereafter have to the laying of venue or exercise of jurisdiction with respect to any such suit or action, as selected by Customer. For the purpose of Customer's selection, each party irrevocably submits to the jurisdiction of the federal or state courts located in Chicago, Illinois and the federal or state courts located in the county in which any Work is to be performed under the Work Order. The parties agree that delivery or mailing of any process or other papers in the manner provided herein, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof. This Work Order shall be governed by and construed in accordance with the law of the State of Illinois applicable to agreements made and to be performed in Illinois. If either party institutes any action or proceeding against the other relating to this Work Order or the Work, the prevailing party shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.

15. **WAIVER OF JURY TRIAL.** THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS WORK ORDER IS LITIGATED OR HEARD IN ANY COURT.
16. **Entire Agreement.** This Work Order represents the entire agreement between the parties with respect to the Work described herein and supersedes all prior negotiations, representations or agreements, either oral or written. This Work Order may only be amended or modified in writing, as signed by both Service Provider and Customer. Customer's policy prohibits attaching Service Provider's proposal or agreement form as an exhibit or other attachment to this Work Order. If for any reason Service Provider's proposal or agreement form is so attached, the parties hereby mutually agree that: (a) such item was attached only as a convenience and to expedite the preparation of this Work Order; and (b) only the portions of such attachment which describe the details, specifications, and pricing for the Work shall be deemed to be incorporated into this Work Order, and only to the extent consistent with the other provisions of this Work Order.
17. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Work Order and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
18. **Audit.**
- A. Service Provider shall maintain books and records that describe in accurate and reasonable detail all expenditures incurred by it in connection with the Work and shall permit Customer access to such books and records upon reasonable notice.
 - B. If Customer, acting reasonably, believes that there is an actual or serious risk of a breach of Sections 19C or 20, Customer may, at the Service Provider's own expense, conduct an audit of Service Provider's (and/or its necessary suppliers') business or supply chain to verify such compliance or require Service Provider to do so. Customer (or third parties acting on its behalf) must be given access to any premises during normal working hours upon giving reasonable notice as reasonably required for this purpose.
19. **Service Provider Representations, Warranties and Undertakings.**
- A. Service Provider represents and warrants that this Work Order has been fully authorized, no further approvals are required, and Service Provider is legally authorized to do business in the state in which the Property is located.
 - B. Service Provider represents and warrants that this Work Order is binding on and enforceable against Service Provider in accordance with its terms.
 - C. **Anti-Bribery and Corruption.** Service Provider warrants and undertakes to Customer that:
 - i. it has not offered, promised, given or agreed to give and shall not during the term of this Work Order offer, promise, give or agree to give to any person any bribe on behalf of Customer or otherwise with the object of obtaining a business advantage for Customer or otherwise;
 - ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act, and that it shall not cause Customer to be in breach of any of the applicable anti-bribery and corruption laws;
 - iii. it has and during the term of this Work Order will maintain in place its own policies and procedures to ensure compliance with any applicable anti-bribery and corruption laws;
 - iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Persons**") in connection with this Work Order complies with this Section;
 - v. it will not enter into any agreement with any Associated Person in connection with this Work Order, unless such agreement contains undertakings on the same terms as contained in this Section;
 - vi. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditures in connection with this Work Order;
 - vii. from time to time during the term of this Work Order, at the reasonable request of Customer, it will confirm in writing that it has complied with its undertakings under this Section and will provide any information reasonably requested by Customer to demonstrate such compliance;

- viii. it will promptly report to Customer any request or demand for any improper payments or other improper advantage of any kind received by Service Provider from Customer, any government official, or any other person in connection with the performance of this Work Order; and
- ix. it will notify Customer as soon as practicable of any breach of any of the undertakings contained in this Section of which it becomes aware.

In the event that Customer has at any time during the term of this Work Order reasonable cause to believe that Service Provider is in breach of any of the provisions of this Section 19C, Customer may unilaterally suspend performance of or terminate this Work Order with immediate effect by the service of written notice on Service Provider and immediately suspend or cancel any further payments.

D. Responsible Contracting.

- i. **Fair Wages and Benefits.** Service Provider represents and warrants that it (a) provides Fair Wages and Fair Benefits to its employees and (b) to the extent practicable, ensures that any subcontractors engaged in connection with this Work Order provide Fair Wages and Benefits to their workers (including employees, contract workers, etc.). **"Fair Wages"** means wages that are comparable to wages paid to workers in other real estate-related projects in the locality where the services that are the subject of this Work Order are being performed based upon local market factors that include the nature of the project (e.g., municipal or commercial; public or private), comparable job or trade classifications and the scope and complexity of services provided. **"Fair Benefits"** may include, but are not limited to, employer-supported family health care coverage, retirement benefits, and apprenticeship and apprenticeship readiness training programs. Fair Wages and Fair Benefits are based on relevant market factors that include the nature and location of the project, comparable job or trade classifications, and the scope and complexity of services provided. Items that may be considered include existing wage practices, state laws, prevailing wages set by government agencies, labor market conditions, and other items.
- ii. **Compliance with Law.** Service Provider agrees to perform the Work and all of its obligations under this Work Order in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements (including, without limitation, all statutory safety requirements (including OSHA and state equivalents thereof), requirements of the Immigration Reform and Control Act of 1986 and other applicable statutes or regulations regarding immigration, and construction-related disability statutes, regulations and requirements), and others pertaining to insurance, taxes, minimum wage, labor relations, health, and occupational safety.
- iii. **Debarred Contractor Status.** Service Provider represents and warrants that it is not debarred from entering into contracts in the jurisdiction applicable to the Services and that it has all the applicable licenses and permits for the work to be performed pursuant to this Work Order. Service Provider shall ensure, to the extent practicable, that each subcontractor engaged in connection with this Work Order shall make a representation substantially similar to this Section.
- iv. **Safety Program.** Service Provider represents and warrants that it currently has in place, and shall continue to maintain in place for the duration of the Work Order, policies and procedures designed to ensure a safe work environment for its employees and agrees to share written documentation of such policies and procedures with Customer upon Customer's request. Service Provider shall ensure, to the extent practicable, that each subcontractor engaged in connection with this Work Order shall make a representation substantially similar to this Section.

20. Eradicating Modern Slavery and Human Trafficking. Service Provider will implement due diligence procedures in respect of its own suppliers (those necessary in its performance of this Work Order) and will obtain obligations from its suppliers equivalent to this Section. Service Provider represents and warrants that neither it nor any of its directors or employees: (a) has been convicted of any offense involving slavery or human trafficking; or (b) has been and is not the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body about any such actual or alleged offense. Service Provider shall notify Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking involving itself, its business or supply chain. Service Provider will maintain a complete set of records to trace the supply chain of all goods and/or services supplied to Customer under this Work Order. Service Provider will, and will procure that its suppliers and its permitted sub-contractors will, provide such information, explanations, assistance and access to records and take such action as Customer reasonably requires to verify compliance with this Section 20 within fourteen (14) days of any written request by Customer to do so. Service Provider will implement a system of training for its employees, suppliers and permitted subcontractors designed to ensure compliance with all applicable anti-slavery and anti-trafficking laws. Customer may treat any breach of this Section 20 by Service Provider as a material breach entitling Customer to terminate this Work Order with immediate effect by giving written notice to Service Provider.

CONDITIONAL RELEASE WAIVER OF LIEN AND AFFIDAVIT UPON PROGRESS PAYMENT

To Owner/Customer:	Property Legal Entity Name: _____	Service Provider:	Service Provider Legal Name: _____
Project Address/Location:	Property Address: _____	Address:	Service Provider Remit Address: _____
	Property City, State, Zip: _____	Property Name:	See Contract Header
		Project/Job Name:	See Contract Header
		Project/Job ID:	See Contract Header
		Contract #:	See Contract Header
		Current Invoice/AFP #:	Invoice # _____
		For The Period Ending:	End of Billing Period Date: _____

The Undersigned, in consideration of the payments previously received and conditioned upon receipt of payment in full for The Undersigned, acknowledges and represents that for the period and work covered by all previous invoices for which the

1. The Undersigned, has paid in full all amounts for contracts, subcontracts, labor, materials and rented equipment.
2. The Undersigned, has properly applied previous payments to pay all outstanding invoices related to the Project.
3. The Undersigned, is aware of no claims or any circumstances that could give rise to any future claims against Customer, Architect or other Service Providers on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

The Undersigned, represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from the undersigned to others in connection with the Project.

Contract Sum To Date:	_____
Total Completed and Stored To Date:	_____
Total Retained To Date:	_____ \$0.00
Total Earned Less Retention:	_____ \$0.00
Less Previous Payment Requests:	_____
Current Payment-Due This Period:	_____ \$0.00

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: _____
(Name of Company)

Duly Authorized Agent: _____
(Signature) (Printed Name and Title)

State Of: _____ }
County Of: _____ }
SS

On this _____ day of _____, 20____, appeared before me _____
and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Partial Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public Signature)

My Commission Expires:

(Affix Notary Stamp or Seal Here)

UNCONDITIONAL WAIVER & RELEASE AND AFFIDAVIT UPON FINAL PAYMENT

To Owner/Customer:	Property Legal Entity Name	Service Provider:	Service Provider Legal Name
Project Address/Location:	Property Address	Address:	Service Provider Remit Address
	Property City, State, Zip	Property Name:	See Contract Header
		Project/Job Name:	See Contract Header
		Project/Job ID:	See Contract Header
		Contract #:	See Contract Header
		Final Invoice/AFP #:	Invoice #

The Undersigned, in consideration of and upon receipt of full and final payment as set forth herein, hereby waives and releases all liens, stop payment notices and payment bond rights, including all mechanic's liens and rights to file or claim mechanic's liens, for labor, services, equipment or materials furnished to the above-referenced project. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the Service Provider, are also waived and released by this document.

Service Provider represents that the amounts set forth below are correct and that the amount of the current payment due will promptly be applied to full payment of all outstanding amounts due from Service Provider to others in connection with the Project.

Final Contract Sum :	
Less Previous Payment Requests:	\$0.00
Final Payment Due:	\$0.00

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: _____
(Name of Company)

Duly Authorized Agent:

(Signature) (Printed Name and Title)

State Of: _____ }
County Of: _____ } SS

On this _____ day of _____, 20____ appeared before me _____
and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Final Waiver Release and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public Signature)

My Commission Expires:

(Affix Notary Stamp or Seal Here)

SERVICE PROVIDER:

Work Order cannot be executed without a current COI on file

Please add the following to your Certificate of Insurance as stated under Section 4:

Description of Operations:

Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc., Brookfield Property Partners LP, CLACKAMAS MALL L.L.C., and their respective subsidiaries, affiliates, directors, officers, partners, and agents (the "Additional Insureds").

Certificate Holder:

**CLACKAMAS MALL L.L.C.
12000 S.E. 82ND AVE
HAPPY VALLEY, OR 97086-7736**

****Once Work Order is APPROVED/EXECUTED, you should receive a PMWeb® notification. ONLY then are you able to create and submit invoices, one at a time, directly into PMWeb® for approval and payment processing.***

Required Documents for Payment:

- Invoice (any type)
- Waiver(s) of Lien:
 - **Conditional** Partial w/ Progress Invoicing (*Required if Work Order total is \$5,000 or over*).
 - **Unconditional** Final w/ Final Invoicing (*Required if Work Order total is \$5,000 or over*).

Waivers must be notarized.

Required Information to be included on your invoice:

- Property Name
- Project Name
- Invoice #
- Work Order #
- Net Amount Due
- Period Covered

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

In re:

F21 OPCO LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (MFW)

(Jointly Administered)

CERTIFICATE OF SERVICE

I hereby certify that on July 29, 2025, a true and correct copy of the foregoing *Limited Application Of Clackamas Mall L.L.C. For Allowance And Payment Of An Administrative Expense Claim* was sent to the following as indicated:

VIA E-MAIL ONLY

Andrew L. Magaziner, Esquire
Robert F. Poppiti, Jr., Esquire
Ashley E. Jacobs, Esquire
S. Alexander Faris, Esquire
Kristin L. McElroy, Esquire
Andrew M. Lee, Esquire
Sarah Gawrysiak, Esquire
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¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412). The Debtors' address for purposes of service in these Chapter 11 Cases is 110 East 9th Street, Suite A500, Los Angeles, CA 90079.

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Lockbox 35
Wilmington, Delaware 19801
jane.m.leafy@usdoj.gov

Steven Balasiano
steven@mhradvisory.com

Date: July 29, 2025

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

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