

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25–12105 (JKS)

(Jointly Administered)

Objection Deadline: January 19, 2026 at 4:00 p.m. (ET)

Hearing Date: February 4, 2026 at 10:00 a.m. (ET)

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT OF KELLEY DRYE & WARREN LLP
AS LEAD COUNSEL EFFECTIVE AS OF DECEMBER 5, 2025**

The Official Committee of Unsecured Creditors (the “Committee”) of American Signature Inc., *et al.*, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), submits this application (the “Application”) for the entry of an order, substantially in the form attached hereto as Exhibit A, authorizing the employment of Kelley Drye & Warren LLP (“Kelley Drye”) as lead counsel to the Committee effective as of December 5, 2025, pursuant to sections 327, 328(a), and 1103(a) of the Bankruptcy Code, Rule 2014 of the Bankruptcy Rules, Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Delaware Local Rules”), and the U.S. Trustee Guidelines (as defined below).

In support of this Application, the Committee submits the *Declaration of Jason R. Adams* (the “Adams Declaration”), attached hereto as Exhibit B, and the *Declaration of Michael*

¹ The Debtors in these chapter 11 cases (these “Chapter 11 Cases”) are, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.



DiGiacomo (the “DiGiacomo Declaration”) on behalf of Realty Income Corp., co-chairperson of the Committee, attached hereto as Exhibit C, both of which are incorporated herein by reference.

In further support of this Application, the Committee respectfully represents as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.² A proceeding to consider and grant the Application is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

STATUTORY BASES FOR RELIEF

2. The statutory predicates for the relief sought in this Application are sections 327, 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014 and Delaware Local Rule 2014-1.

3. The relief requested is consistent with the U.S. Trustee Guidelines. Compensation sought will be in accordance with sections 330 and 331 of the Bankruptcy Code.

BACKGROUND

4. On November 22, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court. Since the Petition Date, the Debtors have remained in possession of their assets and have continued to

² Pursuant to Del. Bankr. L. R. 9013-1(f), the Committee hereby confirms its consent to the entry of a final order by this Court in connection with this Application if it is later determined that this Court, absent consent of the parties, cannot enter a final order or judgment with respect to this Application consistent with Article III of the United States Constitution.

operate and manage their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On December 4, 2025, the Office of the United States Trustee for Region 3 appointed a seven-member Committee consisting of: (i) Man Wah MCO; (ii) H317 Logistics, LLC; (iii) Riverside Furniture Corp.; (iv) Holland House; (v) Tempur World, LLC; (vi) Everest Technologies, Inc.; and (vii) Realty Income Corp.³

6. On December 5, 2025, the Committee selected Kelley Drye as its lead counsel and Cole Schotz P.C. ("Cole Schotz") as Delaware co-counsel. On December 8, 2025, the Committee selected Province, Inc. ("Province") as its financial advisor.

RELIEF REQUESTED

7. By this Application, the Committee requests entry of the proposed order approving the employment of Kelley Drye effective as of December 5, 2025, which is the date on which the Committee selected Kelley Drye to serve as lead counsel and the date on which Kelley Drye began rendering services to the Committee. Subject to the terms set forth herein, the Committee seeks to employ Kelley Drye in accordance with Kelley Drye's normal hourly rates in effect when services are rendered and normal reimbursement policies subject to Delaware Local Rule 2016-1 and any other applicable procedures and orders of the Court.

THE EMPLOYMENT OF KELLEY DRYE IS WARRANTED

8. Kelley Drye possesses extensive knowledge and expertise in the substantive areas of law relevant to these cases and is well-qualified to represent the Committee. In selecting counsel, the Committee sought attorneys with experience representing the interests of unsecured creditors in chapter 11 cases of this nature. Kelley Drye has represented unsecured creditors'

³ Docket No. 119.

committees in numerous other cases. Kelley Drye also has a broad-based practice in other key areas of law relevant to these chapter 11 cases. The Committee believes that Kelley Drye is well qualified to serve as its counsel in these chapter 11 cases.

7. In addition, by separate applications filed contemporaneously herewith, the Committee also seeks to employ (i) Cole Schotz as Delaware co-counsel; and (ii) Province as financial advisor.

I. Scope of Services

8. Kelley Drye has and will render, among other things, the following legal services:

- (a) advise the Committee with respect to its rights, duties and powers in these chapter 11 cases;
- (b) assist and advise the Committee in its consultations with the Debtors and in connection with the administration of these chapter 11 cases, the sale process, and the ultimate disposition of the Debtors' estates;
- (c) assist the Committee in the investigations into (i) historic conduct and transactions that may provide value for creditors, and (ii) the assets, liabilities, and financial condition of the Debtors;
- (d) advise and represent the Committee in connection with matters generally arising in these chapter 11 cases, including the Debtors' motions to (i) obtain DIP financing and use cash collateral, and (ii) sell substantially all of their assets;
- (e) appear before this Court, and any other federal or state courts;
- (f) prepare, on behalf of the Committee, any pleadings, including motions, memoranda, complaints, objections, and responses to matters arising in these cases; and
- (g) perform such other legal services as may be required or are otherwise deemed to be in the interests of the Committee in accordance with the Committee's powers and duties as set forth in the Bankruptcy Code, Bankruptcy Rules, or other applicable law.

9. Kelley Drye will coordinate with other estate professionals, including Cole Schotz, Province and the Debtors' professionals, to avoid duplication of efforts.

II. Kelley Drye's Disinterestedness and Disclosures

10. As more fully set forth in the Adams Declaration, Kelley Drye ran the Debtors' list of interested persons and entities involved in these chapter 11 cases, which is attached as Schedule 1 to the Adams Declaration, through Kelley Drye's conflict system, consistent with the U.S. Trustee's requirements. Kelley Drye does not represent, or have any connection with, any of the parties in interest listed on Schedule 1, subject to the disclosures regarding representations in unrelated matters set forth on Schedule 2 to the Adams Declaration. Kelley Drye does not and will not represent any such party in any matter related to the Debtors. The Committee has waived any conflict of interest that exists or may exist due to Kelley Drye's prior representation of such party in matters unrelated to the Debtors.

11. The Committee does not believe Kelley Drye's representation of such entities or their affiliates in unrelated matters will impair Kelley Drye's ability to represent the Committee in these chapter 11 cases. The Committee has been informed that Kelley Drye will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise. To the extent that Kelley Drye discovers a connection with any party or enters into any new relationship with any interested party that was otherwise required to be disclosed in this Application, Kelley Drye will promptly supplement its disclosure to the Court. Kelley Drye will not, while employed by the Committee, represent any entity having an adverse interest in connection with these chapter 11 cases.

12. Based on the Adams Declaration, the Committee submits that Kelley Drye is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, and neither represents nor holds an interest adverse to the interest of the Committee, the Debtors or their estates with respect to the matters on which Kelley Drye is to be employed.

III. Professional Compensation

13. The Committee requests that all legal fees and related costs and expenses incurred by the Committee on account of services rendered by Kelley Drye in these chapter 11 cases be paid as administrative expenses of the Debtors’ estates pursuant to sections 328, 330(a), 331, 503(b), and 507(a) of the Bankruptcy Code.

14. Kelley Drye intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Delaware Local Rules and any other applicable procedures and orders of the Court for all services performed and expenses incurred since December 5, 2025.

15. Kelley Drye’s current 2025 standard hourly rates, and its 2026 standard hourly rates that will be implemented on January 1, 2026, are set forth below. The rates of the primary attorneys working on this matter are set forth in the Adams Declaration.

Title	2025 Rates	2026 Rates
Partners	\$855 - \$1,635	\$900 - \$1,735
Special Counsel	\$545 - \$1,060	\$585 - \$1,135
Associates	\$565 - \$980	\$605 - \$1,015
Paraprofessionals	\$155 - \$450	\$165 - \$485

16. Kelley Drye has advised the Committee of its 2025 and 2026 rates and that the hourly rates are subject to annual increases in the normal course of Kelley Drye’s business. In the event of any additional increases, Kelley Drye will provide the U.S. Trustee and the Committee with notice of any such increase and file a supplemental affidavit (a “Supplemental Affidavit”)

with the Court. Any Supplemental Affidavit will explain the basis for the requested rate increase in accordance with section 330(a)(3)(F) of the Bankruptcy Code. Pursuant to section B(2)(d) of the U.S. Trustee Guidelines, Kelley Drye will provide justification of the reasonableness of any rate increase.

17. As reflected above, Kelley Drye's standard hourly rates will increase on January 1, 2026. Kelly Drye is disclosing information related to this rate increases in this Application to obviate the need to file a Supplemental Affidavit with respect thereto.

18. The hourly rates set forth above are the firm's standard hourly rates for work of this nature. The firm's standard rates are set at a level designed to compensate the firm fairly for the work of its attorneys and paralegals and to cover fixed overhead expenses.

19. Kelley Drye will charge for expenses in a manner and at rates consistent with charges made to its other clients and the U.S. Trustee Guidelines, and in accordance with the Bankruptcy Rules, the Delaware Local Rules and any other applicable procedures and orders of the Court. Such expenses include, among other things, long-distance telephone, fax (outgoing only) not exceeding \$0.25 per page, mail and express mail charges, special or hand delivery charges, photocopying charges at the rate of \$0.10 per page for black and white and \$0.80 for color copies, travel expenses, expenses for computerized research, and transcription costs.

IV. Statement Regarding U.S. Trustee Guidelines

20. In 2013, the Executive Office for the United States Trustee ("EOUST") adopted 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 as of November 1, 2013* (the "Appendix B Guidelines"). By their terms, the Appendix B Guidelines "apply to the U.S. Trustee's review of applications for compensation filed by attorneys in larger

chapter 11 cases,” and are intended as an update to the original *Guidelines for Reviewing Applications for Compensation Filed Under 11 U.S.C. § 330* (the “Appendix A Guidelines” and, together with the Appendix B Guidelines, the “U.S. Trustee Guidelines”) adopted by the EOUST in 1996. The Committee and Kelley Drye will make a reasonable effort to comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and the fee applications to be filed by Kelley Drye.

21. The Committee requests approval of the employment of Kelley Drye effective as of December 5, 2025. Such relief is warranted by the circumstances presented by these chapter 11 cases. The Committee’s selection of Kelley Drye on December 5, 2025, necessitated that Kelley Drye immediately commence work on time-sensitive matters and promptly devote substantial resources to these chapter 11 cases pending submission and approval of this Application.

22. No prior application for the relief requested herein has been presented to this Court or any other court.

NOTICE

23. Notice of this Application has been provided to the following parties or their respective counsel: (a) the Debtors; (b) the U.S. Trustee; (c) counsel to the Prepetition ABL Lender and DIP Lender; (d) counsel to the Prepetition Term Loan Agent; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. Because of the nature of the relief requested, the Committee respectfully submits that no further notice of the Application is necessary or required.


CONCLUSION

WHEREFORE, the Committee requests that the Court enter an order substantially in the form attached hereto as Exhibit A: (i) authorizing the Committee to employ Kelley Drye as lead counsel effective as of December 5, 2025; (ii) authorizing payment of such compensation to Kelley Drye as may be allowed by this Court; and (iii) granting such other and further relief as the Court may deem just and proper.

Dated: December 29, 2025

Respectfully submitted,

THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF AMERICAN SIGNATURE INC., *et al.*

By: 

Co-Chairperson of the Official Committee of Unsecured
Creditors of American Signature Inc., *et al.*⁴

⁴ Under the Bylaws of the Official Committee of Unsecured Creditors of American Signature Inc., *et al.*, Realty Income Corp., Inc., one of the Co-Chairpersons of the Committee, by and through its representative, has authority to sign documents on behalf of the Committee as appropriate to implement decisions of the Committee made in accordance with the Bylaws.

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25–12105 (JKS)

(Jointly Administered)

Objection Deadline: January 19, 2026 at 4:00 p.m. (ET)
Hearing Date: February 4, 2026 at 10:00 a.m. (ET)

**NOTICE OF APPLICATION OF THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS FOR ENTRY
OF AN ORDER AUTHORIZING THE EMPLOYMENT OF KELLEY
DRYE & WARREN LLP AS LEAD COUNSEL EFFECTIVE AS OF DECEMBER 5, 2025**

PLEASE TAKE NOTICE that on December 29, 2025, the Official Committee of Unsecured Creditors (the “Committee”) of American Signature Inc., *et al.*, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), filed the attached *Application of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Employment of Kelley Dye & Warren LLP as Lead Counsel Effective as of December 5, 2025* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the Application shall conform with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the District of Delaware and shall be filed with the Court and served upon the undersigned so as to be received no later than **4:00 p.m. (ET) on January 19, 2026.**

¹ The Debtors in these chapter 11 cases (these “Chapter 11 Cases”) are, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

PLEASE TAKE FURTHER NOTICE that the Application will be considered at a hearing on **February 4, 2026, at 10:00 a.m. (ET)**, or as soon thereafter as counsel may be heard, before the Honorable J. Kate Stickles, United States Bankruptcy Judge for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, AN ORDER MAY BE ENTERED GRANTING THE RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: December 29, 2025
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Carol E. Thompson

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

- and -

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: 212-752-8000
Facsimile: 212-752-8393
Email: svanalten@coleschotz.com
scarnes@coleschotz.com

-and-

KELLEY DRYE & WARREN LLP

Eric R. Wilson (admitted *pro hac vice*)

Jason R. Adams (admitted *pro hac vice*)

Maeghan J. McLoughlin (admitted *pro hac vice*)

3 World Trade Center

175 Greenwich Street

New York, New York 10007

Telephone: (212) 808-7800

Email: ewilson@kelleydrye.com

jadams@kelleydrye.com

mmcloughlin@kelleydrye.com

*Proposed Counsel to the Official Committee of
Unsecured Creditors of American Signature, Inc.,
et al.*

EXHIBIT A

PROPOSED ORDER

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25–12105 (JKS)

(Jointly Administered)

Related Docket No. ____

**ORDER AUTHORIZING THE
EMPLOYMENT OF KELLEY DRYE & WARREN LLP
AS LEAD COUNSEL TO THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS EFFECTIVE AS OF DECEMBER 5, 2025**

Upon the application (the “Application”)² of the Official Committee of Unsecured Creditors (the “Committee”) in the above-captioned chapter 11 cases for entry of an order authorizing the Committee to employ Kelley Drye & Warren LLP (“Kelley Drye”) as lead counsel effective as of December 5, 2025, the date the Committee decided to employ Kelley Drye, pursuant to sections 328(a) and 1103 the Bankruptcy Code; and upon the Adams Declaration attached to the Application as Exhibit B; and upon the DiGiacomo Declaration attached to the Application as Exhibit C; and the Court having jurisdiction pursuant to sections 157 and 1334 of the Bankruptcy Code to consider the Application and the relief requested therein; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b), and that the Court may enter a final order consistent with Article III of the United States Constitution; and venue being proper in this Court

¹ The Debtors in these chapter 11 cases (these “Chapter 11 Cases”) are, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

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

pursuant to sections 1408 and 1409 of title 28 of the United States Code; and the Court being satisfied that notice of the Application and the opportunity for a hearing on the Application were appropriate under the circumstances and no further or other notice need be given; and the Court being satisfied, based on the representations made in the Application, the Adams Declaration, and the DiGiacomo Declaration that Kelley Drye does not represent or hold any interest adverse to the Debtors or their estates as to the matters upon which Kelley Drye has been and is to be employed, and that Kelley Drye is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code; and that while employed by the Committee, Kelley Drye will not represent any other person or entity having an adverse interest in connection with these chapter 11 cases; and this Court having determined that the legal and factual bases set forth in the Application, the Adams Declaration and the DiGiacomo Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is approved as set forth herein.
2. Pursuant to sections 328 and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014 and Del. Bankr. L.R. 2014-1, the Committee is authorized to employ Kelley Drye as its bankruptcy counsel effective as of December 5, 2025.
3. Kelley Drye shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors’ chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code, and applicable provisions of the Bankruptcy Rules, the Delaware Local Rules and any other applicable procedures and orders of the Court. Kelley Drye also intends to make a reasonable effort to comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in 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 as of November 1, 2013, both in connection with the Application and the interim and final fee applications to be filed by Kelley Drye in these chapter 11 cases.

4. Notwithstanding anything to the contrary in the Application, Kelley Drye shall not seek reimbursement of any fees or costs arising from the defense of any of Kelley Drye's monthly fee statements or fee applications in these chapter 11 cases.

5. Notwithstanding anything in the Application to the contrary, Kelley Drye shall (i) to the extent that Kelley Drye uses the services of independent contractors (collectively, the "Contractors") in these chapter 11 cases, pass-through the cost of such Contractors at the same rate that Kelley Drye pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Kelley Drye; and (iv) file with this Court such disclosures required by Bankruptcy Rule 2014.

6. Kelley Drye shall provide ten (10) business days' notice to the Committee, the Debtors and the U.S. Trustee before any increases in the rates set forth in the Application are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase not disclosed in the Application 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. To avoid any duplication of effort and to provide services to the Committee in the most efficient and cost-effective manner, Kelley Drye shall coordinate with the other Committee professionals regarding their respective responsibilities in these chapter 11 cases. As

such, Kelley Drye shall use its reasonable efforts to avoid duplication of services provided by any of the Committee's other retained professionals.

8. The Committee and Kelley Drye are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

EXHIBIT B

DECLARATION OF JASON R. ADAMS

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25–12105 (JKS)

(Jointly Administered)

DECLARATION OF JASON R. ADAMS

I, Jason R. Adams, hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein:

1. I am a partner of the law firm of Kelley Drye & Warren LLP (“Kelley Drye”), which maintains offices at 3 World Trade Center, 175 Greenwich Street, New York, New York 10007. I am an attorney admitted to practice law in New York.

2. I am familiar with the matters set forth herein and make this declaration in support of the *Application of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Employment of Kelley Drye & Warren LLP as Lead Counsel Effective as of December 5, 2025* (the “Application”).²

3. On December 4, 2025, the Office of the United States Trustee for Region 3 appointed a seven-member Committee consisting of: (i) Man Wah MCO; (ii) H317 Logistics,

¹ The Debtors in these chapter 11 cases (these “Chapter 11 Cases”) are, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Capitalized terms used but not otherwise defined in this declaration have the meanings ascribed to them in the Application.

LLC; (iii) Riverside Furniture Corp.; (iv) Holland House; (v) Tempur World, LLC; (vi) Everest Technologies, Inc.; and (vii) Realty Income Corp.³

4. On December 5, 2025, the Committee selected Kelley Drye as its lead counsel and Cole Schotz P.C. (“Cole Schotz”) as Delaware co-counsel. On December 8, 2025, the Committee selected Province, Inc. (“Province”) as its financial advisor.

5. Kelley Drye began rendering services to the Committee immediately following its selection by the Committee.

KELLEY DRYE’S DISCLOSURE PROCEDURES

6. To prepare this declaration, I, or someone under my supervision, took the Debtors’ list of interested persons and entities involved in these chapter 11 cases (the “Search List”), which is attached hereto as Schedule 1, and compared it with the information contained in the conflict systems and indexes of adverse parties currently maintained by Kelley Drye (the “Conflict System”).

7. The Conflict System is designed to include every matter on which the firm is now or has been engaged since 1993, sorted by the entity which has engaged the firm and, in each instance, listing the identity of the clients, related parties and adverse parties, and the attorneys in the firm who are knowledgeable about each matter. It is Kelley Drye’s policy that a new matter may be opened within the firm only after completing and submitting to those charged with maintaining the Conflict System the information necessary to check each such matter for conflicts, including the identity of the prospective client and related adverse parties. Kelley Drye maintains and updates the Conflict System in the regular course of the firm’s business, and it is the regular practice of the firm to maintain these records.

³ Docket No. 119.

8. Further, an email was sent to each attorney of Kelley Drye to determine if any attorney (a) has a connection to (i) the Debtors, or (ii) current and former officers and directors of the Debtors; or (b) is a relative of (i) any of the Judges or the Clerk of the United States Bankruptcy Court for the District of Delaware, or (ii) the personnel of the Office of the United States Trustee for the District of Delaware.

**KELLEY DRYE'S CONNECTIONS WITH
PARTIES IN INTEREST IN THESE CHAPTER 11 CASES**

9. I, or a person under my supervision, reviewed the Conflict System results for the Search List to determine whether Kelley Drye has an adverse interest to the Debtors' estates. Kelley Drye ran the names of all parties in interest on the Search List through its Conflict System, and Kelley Drye does not represent, or have any other connection with, any of the parties in interest listed on the Search List, subject to the disclosures set forth herein and on Schedule 2, which is incorporated herein by reference.

10. The Committee is aware that Kelley Drye has previously represented or currently represents certain creditors or parties in interest and/or their affiliates in matters unrelated to the Debtors and these chapter 11 cases.

11. I believe the connections disclosed on Schedule 2 do not affect Kelley Drye's representation of the Committee in these chapter 11 cases. Kelley Drye's representation of the parties disclosed on Schedule 2 in prior and unrelated matters does not comprise a material component of Kelley Drye's practice, nor does Kelley Drye currently represent the parties on any issue relating to the Debtors and these chapter 11 cases.

12. Kelley Drye does not represent the Debtors or any of their affiliates, partners or subsidiaries in these chapter 11 cases, and Kelley Drye will not undertake the representation of the Debtors or any related entities during this engagement.

13. Kelley Drye will not, while employed by the Committee, represent any other entity having an adverse interest in connection with these chapter 11 cases.

14. Insofar as I have been able to ascertain, neither I, Kelley Drye, nor any Kelley Drye attorney:

- (a) is a creditor, equity security holder, or insider of the Debtors;
- (b) is, or was within two years before the date of the filing of the petitions, a director, officer, or employee of the Debtors; or
- (c) has an interest materially adverse to the interests of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtors or for any other reason.

15. Insofar as I have been able to ascertain, subject to the disclosures on Schedule 2, no attorney of Kelley Drye has any connection with the Debtors, the Debtors' officers and directors, the Debtors' creditors, the Debtors' equity security holders, and other known parties in interest or their attorneys and financial advisors, or the members of the Committee. To the best of my knowledge formed after reasonable inquiry, neither I, nor any attorney of Kelley Drye is related to the bankruptcy judge assigned to these chapter 11 cases.

16. Based upon the information available to me, Kelley Drye is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, and neither represents nor holds an interest adverse to the interests of the Committee, the Debtors, or their estates with respect to the matters on which Kelley Drye is to be employed. To the extent Kelley Drye discovers any connection with any party or enters into any new relationship with any party that would otherwise have had to have been disclosed in this Application, Kelley Drye will promptly supplement its disclosures to the Court.

KELLEY DRYE'S RATES AND BILLING PRACTICES

17. No promises have been received by Kelley Drye or any Kelley Drye attorney as to payment or compensation in connection with these chapter 11 cases. Kelley Drye has no agreement with any other entity to share with such entity any compensation received by Kelley Drye or by such entity.

18. Kelley Drye intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Delaware Local Rules and any other applicable procedures and orders of the Court for all services performed and expenses incurred since December 5, 2025.

19. Kelley Drye's current and anticipated standard hourly rates for its attorneys are set forth below. As reflected below, Kelley Drye's standard hourly rates will increase on January 1, 2026. Kelley Drye is disclosing information related to the January 2026 rate increases in this Application to obviate the need to file a Supplemental Affidavit when those rate increases go into effect.

20. My hourly billing rate as of January 1, 2026 is \$1,230, and the 2026 hourly rates of the other Kelley Drye attorneys currently expected to be principally responsible for rendering services to the Committee in this case are: Eric R. Wilson (\$1,420), Maeghan J. McLoughlin (\$1,135); Richard Gage (\$1,120); Andres Barajas (\$985); Connie Y. Choe (\$785); Tamara Zapata (\$645) and Monica Sanchez (\$605).

Title	2025 Rates	2026 Rates
Partners	\$855 - \$1,635	\$900 - \$1,735
Special Counsel	\$545 - \$1,060	\$585 - \$1,135
Associates	\$565 - \$980	\$605 - \$1,015
Paraprofessionals	\$155 - \$450	\$165 - \$485

21. Kelley Drye has advised the Committee of its 2025 and 2026 rates and that the hourly rates are subject to annual increases in the normal course of Kelley Drye's business. In the event of any further increase, Kelley Drye will provide the U.S. Trustee and the Committee with notice of any such increase and will file a supplemental affidavit (a "Supplemental Affidavit") with the Court. Any Supplemental Affidavit will explain the basis for the requested rate increase in accordance with section 330(a)(3)(F) of the Bankruptcy Code. Pursuant to section B(2)(d) of the U.S. Trustee Guidelines, Kelley Drye will provide justification of the reasonableness of any rate increase.

22. The Application requests, pursuant to section 327, 328(a), 1103, 330, and 331 of the Bankruptcy Code, approval of the Committee's employment of Kelley Drye as its counsel. The hourly rates set forth above and in the Application are the firm's standard hourly rates for work of this nature. The firm's standard rates are set at a level designed to compensate the firm fairly for the work of its attorneys and paralegals and to cover fixed overhead expenses.

23. Kelley Drye will charge for expenses in a manner and at rates consistent with charges made to its other clients and the U.S. Trustee Guidelines, and in accordance with the Bankruptcy Rules, Delaware Local Rules, and any other applicable procedures and orders of the Court. Such expenses include, among other things, long-distance telephone, fax (outgoing only) not exceeding \$0.25 per page, mail and express mail charges, special or hand delivery charges, photocopying charges at the rate of \$0.10 per page for black and white and \$0.80 for color copies, travel expenses, expenses for computerized research, and transcription costs.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

24. In 2013, the Executive Office for the United States Trustee (the “EOUST”) adopted 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 as of November 1, 2013* (the “Appendix B Guidelines”). By their terms, the Appendix B Guidelines “apply to the U.S. Trustee’s review of applications for compensation filed by attorneys in larger chapter 11 cases,” and are intended as an update to the original Appendix A Guidelines adopted by the EOUST in 1996. Kelley Drye will comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in the U.S. Trustee’s Guidelines, both in connection with the Application and any fee applications to be filed by Kelley Drye in these chapter 11 cases.

ATTORNEY STATEMENT PURSUANT TO APPENDIX B GUIDELINES

25. The following is provided in response to the request for additional information set forth in ¶ D.1 of the Appendix B Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments the 12 months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Answer: Kelley Drye did not represent the Committee in the 12 months prepetition. Kelley Drye has represented other committees in the 12 months prepetition in other bankruptcy cases.

Question: Has your client approved your prospective budget and staffing plan and, if so, for what budget period.

Answer: Yes, for the period of December 5, 2025 through March 31, 2026.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the forgoing is true and correct to the best of my knowledge and belief.

Executed on December 29, 2025

/s/ Jason R. Adams
Jason R. Adams

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Current and Former Affiliates
1(c)	Current Directors and Officers
1(d)	5% or More Equity Holders
1(e)	Bankruptcy Judges and Staff and U.S. Trustee Office Personnel
1(f)	Employee Benefit Providers
1(g)	Banks
1(h)	Debtor Professionals
1(i)	Lender Professionals
1(j)	Insurance Providers
1(k)	Lenders and Secured Creditors
1(l)	Shippers and Distribution Centers
1(m)	Surety & Letters of Credit
1(n)	Utility Providers
1(o)	Landlords

SCHEDULE 1(a)

Debtors

ASI Elston LLC
ASI Thomasville LLC
American Signature Home Inc.
American Signature USA Inc.
American Signature Woodbridge LLC
American Signature, Inc.
ASI - LaPorte LLC
ASI POLARIS LLC
ASI Pure Promise Insurance LLC

SCHEDULE 1(b)

Current and Former Affiliates

Kroehler Corporation
Kroehler Furniture Mfg. Co., Inc.
Luxury Delivery Service, Inc.
Schottenstein Stores Corporation
Value City Furniture, Inc.

SCHEDULE 1(c)

Current Directors and Officers

Brian T. Strayton
Deana Carrington
Dena Schilling
Eric Jackson
Eric R. Duerksen
George Hunter
George Vemadakis
Jay L. Schottenstein
Jeffry D. Swanson
Jim Dierker
Joseph A. Schottenstein
Kelly Routhier
Kevin Hughes
Melita Garrett Abbey
Patrick J. Sanderson
Richard Favata
Steven D. Rabe
Suzanne Kiggin
Tod H. Friedman
William R. Kugel

SCHEDULE 1(d)

5% or More Equity Holders

Jay L. Schottenstein
Schottenstein Stores Corporation

SCHEDULE 1(e)

Bankruptcy Judges and Staff and U.S. Trustee Office Personnel

Chief Judge Karen B. Owens
Judge Brendan L. Shannon
Judge Craig T. Goldblatt
Judge J. Kate Stickles
Judge John T. Dorsey
Judge Laurie Selber Silverstein
Judge Mary F. Walrath
Judge Tomas M. Horan
Andrew Vara
Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Hannah M. Mccollum
Hawa Konde
Holly Dice
James R. O'malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

SCHEDULE 1(f)

Employee Benefit Providers

Anthem
Anthem Blue Cross And Blue Shield
BenefitHub
Carelonrx Through Anthem
Cigna
Express Scripts
Fidelity
Hinge Health
Lark Through Anthem
Legalshield
MetLife
Omada
Prudential
Talkspace Through Anthem EAP
VSP

SCHEDULE 1(g)

Banks

Alex Brown
Morgan Stanley
PNC Bank, National Association
Raymond James
The Huntington National Bank

SCHEDULE 1(h)

Debtor Professionals

Berkeley Research Group, LLC
C Street Advisory Group, LLC
Pachulski Stang Ziehl & Jones Llp
SSG Advisors, LLC

SCHEDULE 1(i)

Lender Professionals

Choate, Hall & Stewart LLP

SCHEDULE 1(j)

Insurance Providers

Ace American Insurance Co
American Guarantee & Liability Insurance Co
American International Reinsurance Co Ltd
Amwins Insurance Brokerage LLC
Arch Insurance Company
Aspen Insurance Uk Limited
Aspen Specialty Insurance Company
Atlantic Security Ltd.
Chubb Bermuda Insurance Ltd.
Cobbs Allen Capital LLC
Crc Group
Crum & Forster Specialty Insurance Company
Endurance American Specialty Ins Co
Everest Indemnity Insurance Co
Everest International Assurance Ltd.
Everest National Insurance Co
Factory Mutual Insurance Company
Freedom Specialty Insurance Co
Gai Insurance Company Limited
Gemini Insurance Company
Great American Assurance Company
Hanseatic Insurance Company Ltd.
Houston Casualty Company
Incline Casualty Company
Insurance Company of the State of PA
IOA National Inc.
Lexington Insurance Company
Liberty Insurance Underwriters Inc
Magna Carta Insurance, Ltd
Midvale Indemnity Company
Navigators Insurance Company
RSUI Indemnity Company
R-T Specialty, LLC - Burbank
Scottsdale Insurance Company
Starr Indemnity & Liability Co
Steadfast Insurance Company
The Charter Oak Fire Insurance Company
The Travelers Indemnity Company
The Travelers Indemnity Company of Connecticut
Travelers Excess And Surplus Lines Company
Travelers Property Casualty Company of America

United Specialty Insurance Company
US Specialty Insurance Co
Westchester Surplus Lines Insurance Co
XL Specialty Insurance Co
Zurich American Ins Co of IL

SCHEDULE 1(k)

Lenders and Secured Creditors

PNC Bank, National Association
Second Avenue Capital Partners LLC

SCHEDULE 1(I)

Shippers and Distribution Centers

AG Container Transport LLC
Ahm Furniture Service LLC
Alabama Motor Express Inc
American Global Logistics LLC
Ascend LLC
ATS Inc
Axle Logistics LLC
Broadleaf Contracting Inc
Bungii LLC
Castera Transportation
Circle Express Inc
Cosco Container Lines America
Coyote Logistics LLC
Custom Transport Inc
Dolly Inc
Evans Delivery Co Inc
Forward Air Corporation
Franklin Logistics Co LLC
Hapag-Lloyd (America) LLC
Jb Hunt Transport Inc
Keystone Lines
Landstar Inway Inc
LV Trucking Inc
Mediterranean Shipping Co(Usa)
MSC Per Diem Dept
Rapid Response Inc
Robert Bearden Inc
Schneider National Carriers
Silvan Trucking LLC
Total Transportation of Ms
Transport One Inc
Triumph Business Capital
Unique Logistics International
UST Logistical Systems
Wex Bank
Wintrust Bank, N.A.
Zim Shipping Finance Limited
Zim Shipping Per Diem Dept

SCHEDULE 1(m)

Surety and Letters of Credit

American Alternative Insurance
American Express Travel
Broadstone Avf Michigan, LLC
Ohio Bureau of Workers Compensation
The CIT Group
The Travelers Indemnity Company
Trimont LLC
Wells Fargo

SCHEDULE 1(n)

Utility Providers

Ameren Illinois Company
American Electric Power Co.
Aqua Ohio Inc
Artesian Water Company Inc
Athena Energy Services
Atmos Energy Corporation
AW Metering Services LLC
Belmont County Water & Sewer
BGE
Caseyville Township Sewer Syst
Centerpoint Energy Services
Charles County Government
Charter Township of Canton
Charter Township of Clinton
Charter Twnshp of Chesterfield
Chesterfield County VA
Citizens Gas & Coke Utility
City of Altamonte Springs
City of Calumet City
City of Charlotte
City of Chicago
City of Clarksville Department
City of Clarksville Tenn
City of Columbia
City of Cuyahoga Falls
City of Daytona Beach
City of Dearborn
City of East Point
City of Franklin
City of Fredericksburg
City of Grand Rapids
City of Hagerstown
City of Joliet
City of Lansing, By Its Board
City of Northlake
City of Novi
City of Portage
City of Richmond
City of Sandusky Acct Office
City of St Peters
City of Taylor Water Dept

City of Toledo
City of Traverse City
City of Utica
City of Virginia Beach
City of Westland
Cobb Place Property LLC
Columbia Gas
Columbia Gas of Kentucky
Columbia Gas of Maryland
Columbia Gas of Ohio
Columbia Gas of Virginia
Columbus - City Treasurer
Commonwealth Edison Company
Constellation Energy Services
Constellation Newenergy Inc
Consumers Energy Company
County of Henrico
Cranberry Township
Dayton Power And Light Co
DeKalb County
Delmarva Power
Delta Charter Township
Direct Energy Marketing Inc
Dominion East Ohio
Dominion Energy South
Dominion Virginia Power
Downers Grove Sanitary District
DTE Energy
Duke Energy
Duquesne Light Company
Edge Properties LLC
EMC Natural Gas Inc
Engie North America Inc
Evansville Water And Sewer
Fairfax County Water Authority
Flint Township
Florence Water And Sewer
Florida Power & Light Company
Franklin County Sanitary
G&I IX Empire JV DLC LLC
Georgia Power Company
Grand Traverse County Dpw
Greenwood Sanitation
Gwinnett County Dept of Water
Hampton Roads Sanitation Distr
Hillsborough County Water Dept

Huntington National Bank
Huntington Sanitary Board
IGS Ventures Inc
Indiana-American Water Co Inc
Indianapolis Power & Light Co
JEA
Kentucky American Water Co.
Kentucky Utilities Co.
Kochville Township
Lake County Dept of Utilities
LDC Funding LLC
Lexington Fayette
Louisville Gas & Electric Co
Louisville Water Co.
Lower Paxton Township
Mahoning Cty Sanitary Engineer
Mallory Valley Utility Distric
Manatee County Utilities Dept
Merrillville Conservancy Dist
Miami-Dade Water & Sewer
Middle Tennessee Electric
Mishawaka Utilities
Monongahela Power Company
Monroe County Water Authority
Monroeville Water Authority
Montgomery Cnty Water Services
Mountaineer Gas
Murfreesboro Water Resources
Nashville Electric
National Fuel Gas Dist Corp
National Grid
Newport News Waterworks
North Shore Gas Company
Northern Illinois Gas Company
Northern Indiana Public
NYSEG
Ohio Edison Company
Orlando Utilities Commission
Palmetto Utilities Inc
Parkersburg Utility Board
Pennsylvania Power Company
Pennsylvania-American
Piedmont Natural Gas Co
Pleasant Hills Authority
Potomac Electric Power Co
PPL Electric Utilities

Prince William County Service
Profile Energy Inc
Rochester Gas And Electric
Semco Energy Inc
Silver Spring Township
Site Centers Corp
South Central Power Co
South Stickney Sanitary Dist
Southern Maryland Electric
Southstar Energy Services LLC
Spire Missouri Inc
Suburban Natural Gas Company
Tampa Electric Company
The City of Ann Arbor
The Cleveland Electric
The East Ohio Gas Company
The Peoples Gas Light And Coke
The Potomac Edison Company
Toledo Edison
Town of Henrietta
Town of Plainfield
Treasurer of Spotsylvania
UGI Utilities Inc
Union Electric Company
Veolia Water Pennsylvania Inc
Village of Downers Grove
Village of Gurnee
Village of Orland Park
Village of Schaumburg
Virginia Natural Gas Inc
Washington Gas
Waste Harmonics LLC
WV-American Water Co

SCHEDULE 1(o)

Landlords

1731 Central Park, LLC
2015 Wesel Boulevard LLC
2195 Harlem Road Leasing LLC
4300 Venture 34910 LLC
6100 Pacific, LLC
7500 Brookpark LLC
AILSA 5109, LLC
Alex Hepper
ALISUE LLC
American Signature of Woodbridge, LLC Ann M. Busby
ASI Owned
ASI Sunrise, LLC
B&G Properties Limited Partnership
Balgot Realty Corporation
Bel Air Plaza Limited Partnership
Belden Park Delaware, LLC
Blanding Partners, LLC
BRE Retail Residual NC Owner L.P.
Brian McDermott, M.D.
Brixxmor Holdings 10 SPE, LLC
Brixxmor Operating Partnership 2, LLC
Brixxmor Property Group
Brixxmor/IA Regency Park SC, LLC
Broad Street FF, LLC
Broadstone Net Lease, Inc.
BV1 Alum Creek Drive Holdings, LLC
Canton Corners Ford Road LLC
Carl T Julio, Edward V & Anna Julio PTR Charles Triangle, LLC
Chippewa Center, LLC
Cobb Place Shops LLC
Corvair Furniture Manufacturing Co., Inc. CPP River Falls II LLC
CPP River Falls LLC
Crossings at Hobart-I LLC
CTO24 Carolina LLC
Dabaja Fairlane North Properties LLC
DDRTC Heritage Pavilion LLC
Decar Realty, LLC
DIAJEFF LLC
Dr. Julian G. Busby, Jr.
Easton Market SC, LLC
EASTPOINT MALL

Elston Leavitt LLC
Exeter 11266 Enterprise, LLC
Federal Realty Investment Trust
FR Montrose Crossing LLC
Franklin Square Drive, LLC
GPT Managed Holdings. LP
Gregory Camarco
GSA I SPE, LLC
Hill Management Services, Inc.
Holiday Station Properties, LLC
HRE/MStreet Turner Hill, LLC
JLP Beaver creek, LLC
JLP-Baileys Cross Roads VA LLC
JLP-BEAVERCREEK LLC
JLP-Chesapeake LLC
JLP-Cranberry, LLC
JLP-FAIRVIEW HEIGHTS, LLC
JLP-Florence KY, LLC
JLP-Harvard Park LLC
JLPK-Dale Mabry LLC
JLP-Madison LLC
JLP-Orland Park, LLC
JLP-Plainfield LLC
JLP-Richmond, LLC
JLP-TOLEDO MONROE, LLC
JLP-Youngstown, LLC
Jubilee Coolsprings LLC
Jubilee Limited Partnership
Jubilee-Sawmill, LLC
JV Venture Pointe Decelopment LLC
Kaden T, LLC
Kimco of Pennsylvania Trust
Kimco Realty Corporation
KRG Castleton Crossing, LLC
KRG Eastgate Pavilion LLC
KRG Town and Country Manchester LLC
Krinsky & Castelli Properties. LLC
Julian K. & Adrian C. et al
Lakeside Capital Advisors, LP Lakeview Plaza (Orland), LLC Lucky JJC, Inc.
Lynnhaven VC, LLC
Maple Ridge Plaza Acquisitions Marcy D. Cellentani
Market Square Owner, LLC
Mishawaka Investments, LLC
MLRP Army Trail Trade Center, LLC Morse Road Company-I, LLC
MPI Development Group LLC
NC Center Ft. Wayne, LLC

Niki Core I. LP.
Niki Delano. LP.
NNN REIT, Inc.
PAARK Properties, LLC
Pacific Square, LLC
Park Associates
PR Financing Limited Partnership
RCC Chesapeake Center, LLC
Realty Four, LLP
Robert L. Stark Enterprises, Inc.
Rosemont 2019, LLC
RPT Aspen Place, LP
Sandhill Columbia SC LLC
Saul Holdings Limited Partnership
SBV - Holland LLC
SCF RC Funding IV LLC
Schaumburg Associates LLC
Schostak Brothers & Company, Inc. Schottenstein Property Group (SPG) Schottenstein Realty LLC
SDG Dadeland Associates, Inc.
SG-Mentor, LLC
Sir Barton Place LLC
Skyline Seven Real Estate
Spark Realty Solutions, Inc.
SPG ASI Polaris LLC
Spirit Realty, L.P.
Spotsylvania Crossing DE LLC
SR Clarksville TN LLC
SR Columbia SC LLC
SR Louisville KY LLC
SR Murfreesboro TN LLC
SRL Crossings at Taylor LLC
SRL East Main Center LLC
SRLLC
SSC Akron LLC
SSC Burbank IL LLC
SSC Calumet City IL LLC
SSC Charlotte NC LLC
SSC Market St Sandusky LLC
SSC Monroeville PA LLC
SSC Parkersburg WV LLC
SSC Pittsburgh PA LLC
SSC Springdale LLC
SSC St. Peters MO LLC
St Clairsville Main Parcel, L.L.C
Sterling Ponds LLC

Stoltz Real Estate Partners
Store SPE AVFII 2017-2, LLC
SWTC Partners, LLC
TALCA Daytona Beach, LLC
The Kroenke Group
The Real McKeever LLC
THF Management, Inc.
THF Silver Spring Development, LP TNG Happy Valley, LLC.
Tropicair Development, Inc.
TRP-MCB Eastpoint, LLC
Truss Greenwood IN LLC
U.S. Transport Corporation
United Properties Corp
US Transport
Utica Park Place Owner, LLC
Walden/Dick/ WR-1
Weingarten Nostat, LLC
Weingarten Realty
West Town Corners, LLC
Westview Center Associates L.C.
Woodbridge VA-JLP LLC
WRI Camp Creek Marketplace II, LP YSJ, LLC
Zamagias Properties

SCHEDULE 2**DISCLOSURES TO KELLEY DRYE'S RETENTION APPLICATION**

Kelley Drye currently represents or has represented the following creditors, parties-in-interest and/or their affiliates on various matters wholly unrelated to the Debtors. In each of the three years prior to the Petition Date, such matters have accounted for the percentage indicated below of Kelley Drye's collected revenue.

Party	Relationship to Kelley Drye	Years of Representation	2025 % of Revenue Collected	2024 % of Revenue Collected	2023 % of Revenue Collected
Benderson Development Company	Current Client	2001 – Present	0.09%	0.02%	0.06%
Brixmor Property Group	Current Client	2025 – Present	0.03%	N/A	N/A
Cigna	Current Client	1985 – Present	0.94%	0.72%	0.44%
Crum & Forester Specialty Insurance Company	Affiliate of Current Client	2025 – Present	<0.01%	<0.01%	N/A
Fidelity	Current Client	2022 – Present	0.01%	0.00%	0.01%
Kentucky Utilities Co.	Affiliate of Former Client	2021 – 2023	N/A	N/A	<0.01%
Kite Realty Group	Current Client	2023 – Present	0.16%	0.06%	0.13%
Legalshield	Current Client	2009 – Present	0.01%	0.02%	0.04%
Louisville Gas & Electric Co	Affiliate of Former Client	2021 – 2023	N/A	N/A	<0.01%
MetLife	Former Client	2009 – 2023	N/A	N/A	0.01%

Party	Relationship to Kelley Drye	Years of Representation	2025 % of Revenue Collected	2024 % of Revenue Collected	2023 % of Revenue Collected
Morgan Stanley	Former Client	2005 – 2025	0.00%	0.04%	0.03%
National Grid	Current Client	2013 – Present	0.10%	0.12%	0.16%
NNN REIT	Current Client	2010 – Present	0.10%	0.06%	0.02%
North Shore Gas Company	Affiliate of Current Client	2025 – Present	0.02%	N/A	N/A
Nuveen Real Estate	Current Client	2020 – Present	0.07%	0.28%	0.10%
PPL Electric Utilities	Affiliate of Former Client	2021 – 2023	N/A	N/A	<0.01%
Prudential	Affiliate of Current Client	2018 – Present	0.00%	<0.01%	0.02%
Realty Income Corp.	Current Client	2010 – Present	0.33%	0.12%	0.21%
RSUI Indemnity Company	Affiliate of Current Client	2017 – Present	<0.01%	<0.01%	0.00%
Site Centers Corp	Current Client	2018 – Present	0.05%	0.02%	0.14%
Spirit Realty, L.P.	Affiliate of Current Client	2010 – Present	0.33%	0.12%	0.22%
Talkspace	Current Client	2016 – Present	0.05%	0.02%	0.01%
The Peoples Gas Light and Coke	Affiliate of Current Client	2025 – Present	0.02%	N/A	N/A

Party	Relationship to Kelley Drye	Years of Representation	2025 % of Revenue Collected	2024 % of Revenue Collected	2023 % of Revenue Collected
Veolia Water Pennsylvania Inc	Affiliate of Current Client	2025 – Present	<0.01%	N/A	N/A
Wells Fargo	Current Client	2005 – Present	0.51%	0.67%	0.42%
Wintrust Bank, N.A.	Affiliate of Former Client	2016 – 2025	0.00%	0.10%	0.02%

EXHIBIT C

DECLARATION OF MICHAEL DIGIACOMO

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25–12105 (JKS)

(Jointly Administered)

DECLARATION OF MICHAEL DIGIACOMO

I, Michael DiGiacomo, hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein.

1. I am over the age of 21 and I am a representative of Realty Income Corp. (“RIC”). RIC serves as a Co-Chairperson of the Committee. I am competent to make this declaration in support of the *Application of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Employment of Kelley Drye & Warren LLP as Lead Counsel Effective as of December 5, 2025* (the “Application”) filed contemporaneously herewith.²

2. This declaration is provided pursuant to ¶ D.2 of 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 as of November 1, 2013* (the “Appendix B Guidelines”), which “apply to the U.S. Trustee’s review of applications for compensation filed by attorneys in larger chapter 11 cases,” and are intended as an update to the original *Guidelines*

¹ The Debtors in these chapter 11 cases (these “Chapter 11 Cases”) are, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

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

for Reviewing Applications for Compensation Filed Under 11 U.S.C. § 330 adopted by the Executive Office for the United States Trustee (“EOUST”) in 1996. I am informed by counsel that the Appendix B Guidelines request that any application for employment of an attorney under 11 U.S.C. §§ 327 and 1103 be accompanied by a verified statement from the client that addresses the following:

- (a) The identity and position of the person making the verification.
- (b) The steps taken by the client to ensure that the applicant’s billing rates and material terms for the engagement are comparable to the applicant’s billing rates and terms for other non-bankruptcy engagements and to the billing rates and terms of other comparably skilled professionals.
- (c) The number of firms the client interviewed.
- (d) If the billing rates are not comparable to the applicant’s billing rates for other non-bankruptcy engagements and to the billing rates of other comparably skilled professionals, then the circumstances warranting the retention of that firm.
- (e) The procedures the client has established to supervise the applicant’s fees and expenses and to manage costs. If the procedure for the budgeting, review and approval of fees and expenses differ from those the client regularly employs in non-bankruptcy cases to supervise outside general counsel, explain how and why. In addition, describe any efforts to negotiate rates, including rates for routine matters, or in the alternative to delegate such matters to less expensive counsel.

A. Identity of the Declarant

3. On December 4, 2025, RIC was appointed to the Committee and was subsequently elected a Co-Chairperson of the Committee. Under the Bylaws of the Official Committee of Unsecured Creditors, each Co-Chairperson of the Committee, by and through its representatives, has the authority to sign documents on behalf of, and to bind, the Committee as appropriate, to implement decisions of the Committee made in accordance with the bylaws.

4. RIC was involved in the Committee's decision to retain Kelley Drye on December 5, 2025, as the Committee's lead counsel in these chapter 11 cases, and participated in negotiating the terms of Kelley Drye's employment together with the other members of the Committee.

B. Steps Taken to Ensure Comparability of Engagement Terms

5. I have confirmed with Kelley Drye that, while Kelley Drye's billing rates vary from attorney to attorney based on such facts as the attorney's seniority and position with the firm (*e.g.*, partner, counsel, or associate), years of experience, and the demand for services in the attorney's particular area of expertise, their billing rates do not vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement.

6. The Committee has been informed that Kelley Drye endeavors to set the hourly rates for its attorneys and paraprofessionals at levels competitive to those charged by firms with which it competes.

C. Number of Firms Interviewed

7. Kelley Drye was one of four firms to interview for the engagement. In connection with Kelley Drye's interview, the Committee evaluated the breadth of Kelley Drye's experience and particular areas of expertise, the firms' prior history of representing committees in chapter 11 cases, and the attorneys to be assigned to this matter.

D. Other Circumstances Warranting Retention of Kelley Drye

8. The Committee has determined that Kelley Drye's attorneys' billing rates are set each year to ensure that their rates are in line with or lower than the billing rates of other comparably skilled professionals at law firms in Kelley Drye's peer group. This, coupled with

Kelley Drye's previous experience as committee counsel in numerous chapter 11 cases, makes Kelley Drye the appropriate choice for lead Committee counsel in these chapter 11 cases.

E. Procedures Established to Supervise Fees and Expenses and Manage Costs

9. I understand that Kelley Drye's fees and expenses (i) will be subject to review, comment and objection (if warranted), and Court approval; and (ii) will be subject to the periodic review on an interim and final basis during the course of these chapter 11 cases by the United States Trustee (the "U.S. Trustee") and the Debtors, as well as by the Committee.

10. During these chapter 11 cases, the Committee will monitor Kelley Drye's interim fee applications to ensure that the fees and expenses requested therein are reasonable in nature and correspond to necessary or beneficial services rendered on behalf of the Committee. Kelley Drye may amend and supplement its budget and staffing plan as the cases develop to reflect changed circumstances or unanticipated developments and will alert the Committee to those changed circumstances and unanticipated developments in a timely fashion. To the extent the Committee has an objection to the fees and expenses requested by Kelley Drye in any interim fee statement that cannot be resolved to the Committee's satisfaction informally, Kelley Drye has informed me that they will file a notice of objection on the Committee's behalf. In so doing, I understand that Kelley Drye reserves all rights to contest any such objection raised to the allowance or payment of its requested fees and expenses, and the Committee reserves the right to retain conflicts counsel to prosecute any such objection to the extent it cannot be resolved informally by the parties.

11. Nothing contained herein is intended to limit Kelley Drye's ability to request allowance and payment of fees and expenses pursuant to sections 330 and 331 of the Bankruptcy Code, nor to restrict Kelley Drye's right to defend any objection raised to the

allowance or payment of such fees. Moreover, nothing herein is intended to restrict the Committee's right to retain conflicts counsel to prosecute any such fee objection to the extent the objection is not resolved informally by the parties or is raised by another party in interest, such as the U.S. Trustee.

F. Other Matters

12. Kelley Drye's hourly rates are subject to annual adjustments in January of each year to reflect economic and other conditions. I have been advised by counsel that, pursuant to ABA Formal Ethics Opinion 11-458, "periodic, incremental increases in a lawyer's regular hourly billing rates are generally permissible if such practice is communicated clearly to and accepted by the client at the commencement of the client-lawyer relationship and any periodic increases are reasonable under the circumstances." I have also been specifically advised by counsel that, pursuant to ABA Formal Ethics Opinion 11-458, "the client need not agree to pay the modified fee to have the lawyer continue the representation." Kelley Drye disclosed to the Committee its rates in effect as of January 1, 2025, and as of January 1, 2026. To the extent Kelley Drye seeks to make any adjustments to its rate structure, the Committee expressly reserves the right to reject any such modification.

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

Executed on December 29, 2025


Michael DiGiacomo