

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**ATTORNEY MONTHLY FEE STATEMENT COVER SHEET  
FOR THE PERIOD JUNE 1, 2025, THROUGH JUNE 30, 2025**

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

Applicant: Debevoise & Plimpton LLP

Case No. 24-22548 (CMG)

Client: Debtor and Debtor in Possession

Chapter 11

Case Filed: December 22, 2024

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

RETENTION ORDER ATTACHED.

/s/ M. Natasha Labovitz      July 24, 2025  
M. Natasha Labovitz      Date

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



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<p style="text-align: center;"><b>SECTION I</b> <b>FEE SUMMARY</b></p>
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Summary of Amounts Requested for the Period  
June 1, 2025 through June 30, 2025 (the “**Compensation Period**”)

Fee Total	\$572,611.50
Disbursement Total	\$8,092.97
Total Fees Plus Disbursements	\$580,704.47

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested	<u>\$7,256,322.01</u>
Total Fees and Expenses Allowed to Date	\$5,962,093.88
Total Retainer Remaining	\$0.00
Total Holdback	\$258,845.63
Total Received by Applicant	\$4,424,808.97

<b>Name of Professional and Title</b>	<b>Year Admitted</b>	<b>Hours</b>	<b>Rate<sup>2</sup></b>	<b>Fee</b>
M. Natasha Labovitz Partner	1997	40.7	\$2,317.50	\$92,700.00
Mark P. Goodman Partner	1988	5.8	\$2,317.50	\$13,441.50
Erica S. Weisgerber Partner	2009	9.1	\$2,025.00	\$18,427.50
Conway Blake Partner	2012	1.3	\$1,755.00	\$2,281.50
Morgan Davis Partner	2016	0.1	\$1,755.00	\$175.50
Elie J. Worenklein Counsel	2012	77.7	\$1,620.00	\$125,874.00
Xiaoxiao Zhou Associate	2009	21.0	\$1,458.00	\$30,618.00
Michael C. Godbe Associate	2018	17.9	\$1,471.50	\$25,604.10
Alexander Costin Associate	2022	1.2	\$1,354.50	\$1,625.40
Rebecca Zipursky Associate	2021	5.2	\$1,354.50	\$7,043.40
Rory Heller Associate	2022	33.6	\$1,287.00	\$43,243.20
Ann Manov Associate	2022	0.5	\$1,287.00	\$643.50
Shefit Koboci Associate	2024	12.6	\$1,192.50	\$15,025.50

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

<b>Name of Professional and Title</b>	<b>Year Admitted</b>	<b>Hours</b>	<b>Rate<sup>2</sup></b>	<b>Fee</b>
Fabienne El-Cid Associate	2024	29.0	\$1,017.00	\$29,493.00
Benjamin Mishkin Associate	2025	112.9	\$801.00	\$90,432.90
Lily Lin Summer Associate	n/a	45.0	\$513.00	\$23,085.00
Farhan Khaddad Summer Associate	n/a	13.1	\$513.00	\$6,720.30
Teddy Armstrong Summer Associate	n/a	2.0	\$513.00	\$1,026.00
Esther Kishk Summer Associate	n/a	0.2	\$513.00	\$102.60
Junho Park Paralegal	n/a	86.3	\$522.00	\$45,048.60
<b>TOTALS</b>		<b>515.2</b>		<b>\$572,611.50</b>



**SECTION II  
SUMMARY OF SERVICES**

<b>Services Rendered</b>	<b>Hours</b>	<b>Fee</b>
Business Operations	4.4	\$7,337.25
Case Administration	41.5	\$50,998.05
Claims Administration & Objections	20.2	\$25,122.15
Contested BMLP Matters	27.9	\$41,764.05
Corporate Governance & Board Matters	33.8	\$52,046.55
DIP Financing	3.8	\$6,565.50
Employment & Fee Applications	142.9	\$124,817.40
Examiner	10.2	\$20,612.25
Investigation of Causes of Action	10.3	\$17,475.75
Non-Working Travel	2.4	\$2,358.00
Plan & Disclosure Statement	216.8	\$222,004.35
Reporting	1.0	\$1,510.20
<b>FEE TOTALS</b>	<b>515.2</b>	<b>\$572,611.50</b>

**SECTION III  
SUMMARY OF DISBURSEMENTS**

<b>Disbursement Category</b>	<b>Amount</b>
Computer Assisted Legal Research	\$6,999.13
In-House Reproduction	\$37.60
Outside Research	\$322.00
Travel	\$478.22
Working Meal	\$256.02
<b>TOTAL</b>	<b>\$8,092.97</b>

**SECTION IV  
CASE HISTORY**

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

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

- (4) Summarize in brief the benefits to the estate and attach supplements as needed<sup>3</sup>:
  - (a) The Applicant provided services to the Debtor related to formulating and drafting a chapter 11 plan and accompanying disclosure statement, including revising a plan term sheet, conducting legal research related to plan issues and coordinating internal and external strategy discussions related to the plan process.
  - (b) The Applicant advised the Debtor regarding implementing the bar date noticing program, including researching and addressing service issues to ensure all potential claimants received proper and timely notice.
  - (c) The Applicant advised the Debtor and its financial advisor on legal issues relating to required bankruptcy disclosures including the monthly operating reports and coordinating various reporting deliverables.
  - (d) The Applicant addressed various operational issues as they arose, including addressing questions from creditors, vendors and employees and assisting with external communications and updates to stakeholders.
  - (e) The Applicant assisted the Debtor in responding to requests for information from the Special Committee as part of the Special Committee's investigation into potential causes of action held by the Debtor.
  - (f) The Applicant continued to address third-party discovery requests filed by BML Properties, Ltd., including coordinating the collection, review and production of documents related to the Debtor's numerous surety bonds and bank records.
  - (g) The Applicant advised the Debtor with respect to interactions with the examiner.
  - (h) The Applicant addressed corporate governance matters, including preparing materials and providing consistent updates to the board of directors.

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

- (i) The Applicant advised on other matters concerning the administration of the chapter 11 case.
  - (j) The Applicant rendered all other services set forth in the invoices attached hereto as **Exhibit B**.<sup>4</sup>
- (5) Anticipated distribution to creditors:
- (a) Administration expense: Unknown at this time.
  - (b) Secured creditors: Unknown at this time.
  - (c) Priority creditors: Unknown at this time.
  - (d) General unsecured creditors: Unknown at this time.
- (6) Final disposition of case and percentage of dividend paid to creditors: Unknown at this time.
- (7) This is the sixth monthly fee statement.

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

**Exhibit A**

**Retention Order**



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

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

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

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (admitted *pro hac vice*)  
Sidney P. Levinson (admitted *pro hac vice*)  
Elie J. Worenklein  
Rory B. Heller (admitted *pro hac vice*)  
66 Hudson Boulevard  
New York, NY 10001  
Telephone: (212) 909-6000  
Facsimile: (212) 909-6836  
nlabovitz@debevoise.com  
slevinson@debevoise.com  
eworenklein@debevoise.com  
rbheller@debevoise.com

**COLE SCHOTZ P.C.**

Michael D. Sirota  
Warren A. Usatine  
Ryan T. Jareck  
Felice R. Yudkin  
Court Plaza North, 25 Main Street  
Hackensack, NJ 07601  
Telephone: (201) 489-3000  
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msirota@coleschotz.com  
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fyudkin@coleschotz.com

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

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

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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

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

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

**DATED: February 7, 2025**

  
\_\_\_\_\_  
Honorable Christine M. Gravelle  
United States Bankruptcy Judge

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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

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



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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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

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

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

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

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

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

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

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

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

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

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

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

**EXHIBIT 1**

**Engagement Letter**



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

**PRIVILEGED & CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**ATTORNEY-CLIENT COMMUNICATION**

September 12, 2024

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

Dear Mr. McMahon:

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

1. Scope of Engagement

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

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

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

2. Staffing

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

3. Billing Policies and Procedures

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

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

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

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

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



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

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

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

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

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

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

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

#### 4. Conflicts

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

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

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



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

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

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

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

5. Governing Law and Dispute Resolution

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

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

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

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

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

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

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

#### 6. Terms of Engagement

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

\* \* \*

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

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

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

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

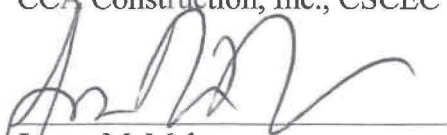
Sincerely,



Sidney P. Levinson

ACCEPTED AND AGREED:

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

  
James McMahon  
General Counsel





## DEBEVOISE & PLIMPTON TERMS OF ENGAGEMENT

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

### A. GENERAL TERMS

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

proceeding.

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

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

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

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

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



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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Exhibit B**

**Invoices**



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

July 23, 2025

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

Invoice #: 2493264

Client Matter 27188.1012

FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with BUSINESS OPERATIONS

Fees	\$7,337.25
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$7,337.25</b>

27188.1012 – BUSINESS OPERATIONS

Invoice Number: 2493264

Date	Timekeeper	Narrative	Hours
06/04/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re customer concerns re impact of chapter 11 on project.	0.5
06/05/25	Worenklein, Elie J.	Review agreement to address concerns raised by customer from chapter 11.	0.4
06/09/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re customer concerns, claims process and other open items (1.0); draft email to team re same (0.6).	1.6
06/27/25	Labovitz, M. Natasha	Correspond with E. Worenklein re operational updates.	0.3
06/27/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re operational updates (0.9); draft recap of call and next steps for Debevoise team (0.4).	1.3
06/30/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re call with customer re chapter 11 concerns and other operational updates.	0.3
<b>Total Hours</b>			<b>4.4</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	0.3	2,317.50	695.25
	Partner Total	0.3		\$695.25
Counsel	Worenklein, Elie J.	4.1	1,620.00	6,642.00
	Counsel Total	4.1		\$6,642.00
<b>Matter Total</b>		<b>4.4</b>		<b>\$7,337.25</b>



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

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July 23, 2025

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

Invoice #: 2493265

Client Matter 27188.1008

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with CASE  
ADMINISTRATION

Fees	\$50,998.05
Charges and Disbursements	\$8,092.97
<b>TOTAL</b>	<b>\$59,091.02</b>

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Date	Timekeeper	Narrative	Hours
06/04/25	Park, Junho	Circulate calendar updates re examiner scope and budget (0.3); update critical date list (0.3).	0.6
06/05/25	Labovitz, M. Natasha	Correspond with E. Worenklein re matters on for upcoming hearing.	0.2
06/05/25	Worenklein, Elie J.	Attend weekly restructuring call on upcoming workstreams with CCA team and R. Heller (0.6); mark up WIP report on pending workstreams (0.4); email Debevoise team re upcoming hearing agenda (0.1).	1.1
06/05/25	Heller, Rory	Attend weekly restructuring call with E. Worenklein and CCA team re upcoming workstreams.	0.6
06/05/25	Mishkin, Benjamin	Update WIP checklist.	0.9
06/05/25	Park, Junho	Send update to B. Mishkin re IPL.	0.1
06/06/25	Labovitz, M. Natasha	Review WIP report and critical date list (0.2); attend [partial] WIP call with E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park (0.5).	0.7
06/06/25	Worenklein, Elie J.	Participate in weekly WIP meeting with N. Labovitz [partial], M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park.	1.0
06/06/25	Godbe, Michael C.	Participate in WIP meeting with N. Labovitz [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park.	1.0
06/06/25	Heller, Rory	Attend WIP meeting with N. Labovitz [partial], E. Worenklein, M. Godbe, S. Koboci, B. Mishkin, and J. Park.	1.0
06/06/25	Koboci, Shefit	Participate in weekly WIP meeting re open workstreams with N. Labovitz [partial], E. Worenklein, M. Godbe, R. Heller, B. Mishkin, and J. Park.	1.0
06/06/25	Mishkin, Benjamin	Update WIP checklist per E. Worenklein comments (0.9); participate in weekly WIP call re open workstreams with N. Labovitz [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, and J. Park (1.0).	1.9
06/06/25	Park, Junho	Circulate updated critical date list (0.3); participate in weekly WIP meeting with N. Labovitz [partial], E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin (1.0).	1.3
06/07/25	Park, Junho	Update docket files for attorney review.	0.1
06/09/25	Labovitz, M. Natasha	Review update from E. Worenklein re client discussion on multiple open items.	0.3
06/09/25	Worenklein, Elie J.	Send update to N. Labovitz re client meeting on status (0.2); comment on draft notice of omnibus hearings (0.1).	0.3
06/09/25	Park, Junho	Review docket files for calendar updates.	0.2
06/10/25	Mishkin, Benjamin	Update WIP checklist.	0.2
06/10/25	Park, Junho	Review docket updates (0.1); correspond with B. Mishkin re same for WIP (0.1).	0.2
06/11/25	Park, Junho	Update docket files for attorney review.	0.1
06/12/25	Worenklein, Elie J.	Mark up WIP report (0.5); meet with J. Park re critical date list (0.2).	0.7

Date	Timekeeper	Narrative	Hours
06/12/25	Mishkin, Benjamin	Update WIP checklist.	1.8
06/12/25	Park, Junho	Meet with E. Worenklein re critical date list (0.2); update critical date list (0.3); send update to B. Mishkin re WIP (0.1); update docket files for attorney review (0.1).	0.7
06/13/25	Labovitz, M. Natasha	Review WIP report (0.2); attend WIP call with E. Worenklein, M. Godbe, B. Mishkin and J. Park (0.6); further review of to-do items for upcoming week (0.2).	1.0
06/13/25	Worenklein, Elie J.	Participate in weekly WIP meeting with N. Labovitz, M. Godbe, B. Mishkin, and J. Park.	0.6
06/13/25	Godbe, Michael C.	Participate in WIP meeting with N. Labovitz, E. Worenklein, B. Mishkin, and J. Park.	0.6
06/13/25	Mishkin, Benjamin	Prepare for WIP checklist meeting (0.1); participate in WIP meeting with N. Labovitz, E. Worenklein, M. Godbe, and J. Park (0.6).	0.7
06/13/25	Park, Junho	Review WIP and update critical date list (0.4); participate in weekly WIP meeting with N. Labovitz, E. Worenklein, M. Godbe, and B. Mishkin (0.6).	1.0
06/16/25	Worenklein, Elie J.	Prepare for weekly restructuring call (0.2); participate in weekly restructuring call with CCA team and Debevoise team re upcoming deadlines (0.3).	0.5
06/18/25	Worenklein, Elie J.	Mark up WIP report.	0.6
06/18/25	Mishkin, Benjamin	Update WIP checklist.	0.8
06/19/25	Worenklein, Elie J.	Further mark up updated WIP report.	0.4
06/19/25	Mishkin, Benjamin	Update WIP checklist.	1.4
06/19/25	Park, Junho	Update docket files for attorney review (0.4); circulate calendar updates re hearing (0.2); review weekly WIP update (0.4); circulate updated critical date list (0.3).	1.3
06/20/25	Labovitz, M. Natasha	Sign off on cancellation of upcoming hearing (0.2); review and respond to WIP summary from WIP call (0.3).	0.5
06/20/25	Weisgerber, Erica S.	Participate in weekly WIP meeting with E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park.	0.6
06/20/25	Worenklein, Elie J.	Participate in weekly WIP call with E. Weisgerber, M. Godbe, R. Heller, S. Koboci, B. Mishkin and J. Park (0.6); call with B. Mishkin re open WIP items (0.2).	0.8
06/20/25	Godbe, Michael C.	Participate in WIP meeting with E. Weisgerber, E. Worenklein, R. Heller, S. Koboci, B. Mishkin, and J. Park.	0.6
06/20/25	Heller, Rory	Review updated WIP prior to meeting (0.1); participate in weekly WIP meeting with E. Weisgerber, E. Worenklein, M. Godbe, S. Koboci, B. Mishkin, and J. Park (0.6).	0.7
06/20/25	Koboci, Shefit	Participate in weekly WIP meeting with E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin, and J. Park.	0.6



Date	Timekeeper	Narrative	Hours
06/20/25	Mishkin, Benjamin	Participate in WIP meeting re open items with E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and J. Park (0.6); prepare for same (0.1); call with E. Worenklein re open WIP items (0.2).	0.9
06/20/25	Park, Junho	Update docket files for attorney review (0.1); participate in weekly WIP meeting with E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin. (0.6).	0.7
06/24/25	Worenklein, Elie J.	Phone call with A. Milliaressis [Cole Schotz] re canceling omnibus hearing (0.3); email with Gibbons team re same (0.1).	0.4
06/24/25	Park, Junho	Update docket files for attorney review.	0.1
06/26/25	Davis, Morgan A.	Call with E. Weisgerber re case status.	0.1
06/26/25	Weisgerber, Erica S.	Call with M. Davis re update on case developments.	0.1
06/26/25	Worenklein, Elie J.	Mark up WIP report with recent developments.	0.4
06/26/25	Mishkin, Benjamin	Update WIP checklist.	1.9
06/27/25	Labovitz, M. Natasha	Review WIP report (0.3); attend WIP call with E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin (0.9).	1.2
06/27/25	Weisgerber, Erica S.	Participate in weekly WIP meeting with N. Labovitz, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin.	0.9
06/27/25	Worenklein, Elie J.	Attend weekly WIP zoom meeting with N. Labovitz, E. Weisgerber, M. Godbe, R. Heller, S. Koboci, and B. Mishkin (0.9); phone call with B. Mishkin re open workstreams (0.4).	1.3
06/27/25	Godbe, Michael C.	Participate in WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, R. Heller, S. Koboci, and B. Mishkin.	0.9
06/27/25	Heller, Rory	Participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, S. Koboci, and B. Mishkin.	0.9
06/27/25	Koboci, Shefit	Participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin.	0.9
06/27/25	Mishkin, Benjamin	Participate in WIP meeting re open items with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, and S. Koboci (0.9); call with E. Worenklein re open workstreams (0.4).	1.3
06/30/25	Worenklein, Elie J.	Call with B. Mishkin re open workstreams and WIP items.	0.4
06/30/25	Mishkin, Benjamin	Call with E. Worenklein re open items.	0.4
<b>Total Hours</b>			<b>41.5</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	3.9	2,317.50	9,038.25
	Weisgerber, Erica S.	1.6	2,025.00	3,240.00
	Davis, Morgan A.	0.1	1,755.00	175.50
	Partner Total	5.6		\$12,453.75
Counsel	Worenklein, Elie J.	8.5	1,620.00	13,770.00
	Counsel Total	8.5		\$13,770.00
Associate	Godbe, Michael C.	3.1	1,471.50	4,561.65
	Heller, Rory	3.2	1,287.00	4,118.40
	Koboci, Shefit	2.5	1,192.50	2,981.25
	Mishkin, Benjamin	12.2	801.00	9,772.20
	Associate Total	21.0		\$21,433.50
Legal Assistant	Park, Junho	6.4	522.00	3,340.80
	Legal Assistant Total	6.4		\$3,340.80
<b>Matter Total</b>		<b>41.5</b>		<b>\$50,998.05</b>

**CHARGES AND DISBURSEMENTS SUMMARY**

<b>Description</b>	<b>Amount</b>
Computer Assisted Legal Research	\$6,999.13
In-House Reproduction	\$37.60
Outside Research	\$322.00
Travel	\$478.22
Working Meal	\$256.02
<b>Matter Total</b>	<b>\$8,092.97</b>



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July 23, 2025

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

Invoice #: 2493267

Client Matter 27188.1015

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with CLAIMS  
ADMINISTRATION & OBJECTIONS

Fees	\$25,122.15
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$25,122.15</b>

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Date	Timekeeper	Narrative	Hours
06/04/25	Worenklein, Elie J.	Meet with M. Godbe re bar date notice requirements and workstreams.	0.6
06/04/25	Godbe, Michael C.	Speak with E. Worenklein re bar date.	0.6
06/06/25	Worenklein, Elie J.	Call with M. Godbe and BDO team re bar date noticing (0.8); debrief with M. Godbe re same (0.3); phone call with R. Heller re parties to receive bar date notice (0.2); phone call with L. Lin re creditor noticing requirements (0.3).	1.6
06/06/25	Godbe, Michael C.	Call with E. Worenklein and BDO team re bar date noticing (0.8); debrief with E. Worenklein re same (0.3).	1.1
06/06/25	Heller, Rory	Phone call with E. Worenklein re surety parties to receive bar date notice (0.2); gather addresses for service (0.1).	0.3
06/06/25	Lin, Lily	Call with E. Worenklein re research on creditor notice requirements.	0.3
06/09/25	Worenklein, Elie J.	Phone call with M. Godbe re bar date noticing and other workstreams.	0.5
06/09/25	Godbe, Michael C.	Speak with E. Worenklein re client update on bar date.	0.5
06/09/25	Lin, Lily	Research creditor notice requirements.	2.9
06/10/25	Lin, Lily	Further research re creditor notice requirements.	1.9
06/11/25	Worenklein, Elie J.	Research re bar date notice (0.3); phone call with J. Park re same (0.3).	0.6
06/11/25	Heller, Rory	Compile addresses for bar date.	0.8
06/11/25	Park, Junho	Phone call with E. Worenklein re additional noticing parties; (0.3); research additional party names (1.3).	1.6
06/13/25	Lin, Lily	Continue research on creditor notice requirements.	0.4
06/20/25	Worenklein, Elie J.	Phone call with Verita re publication of claims bar date (0.5); phone call with C. Zhang [CCA] re same (0.4).	0.9
06/22/25	Labovitz, M. Natasha	Monitor progress on implementation for bar date.	0.3
06/22/25	Worenklein, Elie J.	Draft email to Verita team re publication notice and other bar date items.	0.4
06/23/25	Worenklein, Elie J.	Update register of claims contact information and share with CCA for approval. (0.6); review update from BDO re same (0.1).	0.7
06/24/25	Labovitz, M. Natasha	Monitor progress re bar date implementation.	0.2
06/24/25	Worenklein, Elie J.	Phone call with Y. Wei [CCA] re bar date motion.	0.2
06/26/25	Labovitz, M. Natasha	Review updates re bar date implementation (0.3); correspond with E. Worenklein re same (0.2).	0.5
06/26/25	Worenklein, Elie J.	Phone call with J. Thompson [Verita] re publication notice (0.2); email with N. Labovitz re bar date order questions (0.2); respond to email from Verita re bar date questions (0.2).	0.6
06/26/25	Park, Junho	Correspond with E. Worenklein re interested parties and bar date motion.	0.1
06/27/25	Labovitz, M. Natasha	Call with E. Worenklein re bar date implementation.	0.2

Date	Timekeeper	Narrative	Hours
06/27/25	Worenklein, Elie J.	Call with C. Zhang [CCA] re bar date and other open matters (0.7); phone call with F. Yudkin re bar date and related matters (0.3); call with Verita re publication notice (0.5); phone call with N. Labovitz re bar date notice and other matters (0.2); email with Cole Schotz team re bar date notice (0.2).	1.9
06/30/25	Labovitz, M. Natasha	Correspond with E. Worenklein re bar date implementation and publications.	0.3
06/30/25	Worenklein, Elie J.	Correspond with N. Labovitz and Debevoise team re status of bar date implementation.	0.2
Total Hours			20.2

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	1.5	2,317.50	3,476.25
	Partner Total	1.5		\$3,476.25
Counsel	Worenklein, Elie J.	8.2	1,620.00	13,284.00
	Counsel Total	8.2		\$13,284.00
Associate	Godbe, Michael C.	2.2	1,471.50	3,237.30
	Heller, Rory	1.1	1,287.00	1,415.70
	Associate Total	3.3		\$4,653.00
Summer Assoc	Lin, Lily	5.5	513.00	2,821.50
	Summer Assoc Total	5.5		\$2,821.50
Legal Assistant	Park, Junho	1.7	522.00	887.40
	Legal Assistant Total	1.7		\$887.40
<b>Matter Total</b>		<b>20.2</b>		<b>\$25,122.15</b>



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July 23, 2025

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

Invoice #: 2493273

Client Matter 27188.1026

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with CONTESTED BMLP MATTERS

Fees	\$41,764.05
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$41,764.05</b>

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Date	Timekeeper	Narrative	Hours
06/02/25	Labovitz, M. Natasha	Review surety register (0.3); correspond with Y. Dong [CCA] and R. Heller re same (0.2).	0.5
06/02/25	Heller, Rory	Review surety documents (1.4); correspond with Y. Dong [CCA] and J. Yang [CCA] re same (0.4).	1.8
06/03/25	Heller, Rory	Correspond with Y. Dong [CCA] re BMLP surety requests.	0.5
06/03/25	Zhou, Xiaoxiao	Review and analyze production by U.S. Bank in response to BMLP subpoena.	1.2
06/04/25	Zhou, Xiaoxiao	Review bank production.	2.7
06/05/25	Worenklein, Elie J.	Review updated summary of BMLP surety discovery (0.4); phone call with R. Heller re same (0.2).	0.6
06/05/25	Heller, Rory	Review surety documents (1.1); call with E. Worenklein to discuss same (0.2).	1.3
06/05/25	Zhou, Xiaoxiao	Review Rule 2004 production from U.S. Bank and prepare analysis.	6.9
06/06/25	Goodman, Mark P.	Review email re bank responses to BMLP subpoenas.	0.2
06/06/25	Labovitz, M. Natasha	Review updates re finalizing surety register (0.2); review analysis re new bank production to BMLP (0.2); correspond with X. Zhou re same (0.1).	0.5
06/06/25	Labovitz, M. Natasha	Review weekly cash reporting to BMLP.	0.2
06/06/25	Heller, Rory	Review surety bonds and update surety register.	1.6
06/06/25	Koboci, Shefit	Send postpetition cash transfer report to BMLP.	0.1
06/06/25	Zhou, Xiaoxiao	Prepare analysis of Rule 2004 bank production (2.8); correspond with N. Labovitz re same (0.2).	3.0
06/09/25	Goodman, Mark P.	Review email re bank productions in response to BMLP subpoenas.	0.2
06/09/25	Labovitz, M. Natasha	Correspond with X. Zhou re questions on bank document productions.	0.3
06/09/25	Heller, Rory	Work with CCA team to finalize production of surety materials to BMLP.	1.6
06/09/25	Zhou, Xiaoxiao	Correspond with N. Labovitz re bank production (0.2); draft correspondence to the client re bank production (0.5).	0.7
06/10/25	Labovitz, M. Natasha	Review and comment on production email re surety materials.	0.2
06/10/25	Worenklein, Elie J.	Phone call with R. Heller re updated surety register for BMLP (0.1); comment on draft email to BMLP (0.1).	0.2
06/10/25	Heller, Rory	Phone call with E. Worenklein re surety register (0.1); compile surety production (0.9); circulate same to Debevoise team (0.2); circulate same to BMLP (0.4).	1.6
06/11/25	Worenklein, Elie J.	Review and comment on updated surety bond register.	1.1
06/13/25	Labovitz, M. Natasha	Review weekly report of cash expenditures.	0.2
06/13/25	Koboci, Shefit	Review and send postpetition cash transfer report to BMLP.	0.1
06/20/25	Labovitz, M. Natasha	Review weekly cash transfer reporting.	0.2
06/20/25	Koboci, Shefit	Correspond with BMLP re postpetition cash report.	0.1

27188.1026 – CONTESTED BMLP MATTERS

Invoice Number: 2493273

Date	Timekeeper	Narrative	Hours
06/27/25	Labovitz, M. Natasha	Review cash disbursements reporting to BMLP.	0.2
06/27/25	Koboci, Shefit	Correspond with BMLP re weekly reporting.	0.1
Total Hours			27.9

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	0.4	2,317.50	927.00
	Labovitz, M. Natasha	2.3	2,317.50	5,330.25
	Partner Total	2.7		\$6,257.25
Counsel	Worenklein, Elie J.	1.9	1,620.00	3,078.00
	Counsel Total	1.9		\$3,078.00
Associate	Zhou, Xiaoxiao	14.5	1,458.00	21,141.00
	Heller, Rory	8.4	1,287.00	10,810.80
	Koboci, Shefit	0.4	1,192.50	477.00
	Associate Total	23.3		\$32,428.80
<b>Matter Total</b>		<b>27.9</b>		<b>\$41,764.05</b>



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July 23, 2025

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

Invoice #: 2493266

Client Matter 27188.1009

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with CORPORATE GOVERNANCE & BOARD MATTERS

Fees	\$52,046.55
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$52,046.55</b>

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Date	Timekeeper	Narrative	Hours
06/02/25	Labovitz, M. Natasha	Review analysis in preparation for board call.	0.5
06/03/25	Goodman, Mark P.	Email N. Labovitz and S. Koboci re slides for board meeting.	0.1
06/03/25	Labovitz, M. Natasha	Correspond with B. Mishkin re preparation of board slides (0.2); review and comment on preliminary slides (0.3); call with B. Mishkin re same (0.4).	0.9
06/03/25	Heller, Rory	Discuss board meeting materials with B. Mishkin (0.3); review board slides (0.2); draft minutes (0.2).	0.7
06/03/25	Koboci, Shefit	Correspond with R. Heller re board slides (0.1); correspond with M. Goodman and N. Labovitz re board materials (0.3).	0.4
06/03/25	Mishkin, Benjamin	Meet with R. Heller re board slides and open items (0.3); prepare slide on chapter 11 update for board (0.9); correspond with N. Labovitz re same (0.2); call with N. Labovitz re same (0.4); revise slide per call (0.8).	2.6
06/04/25	Goodman, Mark P.	Review deck for board meeting (0.1); participate in board meeting (0.8).	0.9
06/04/25	Labovitz, M. Natasha	Further review and comment on board deck (0.3); correspond with S. Koboci re same (0.3); correspond with B. Mishkin re same (0.2); outline notes for board call (0.2); attend board update call (0.8); review summary re same (0.2).	2.0
06/04/25	Worenklein, Elie J.	Mark up draft board deck (0.7); phone call with S. Koboci re comments to board deck (0.2).	0.9
06/04/25	Heller, Rory	Attend board meeting (0.8); review board materials (0.2); draft and circulate summary of board meeting to internal team (0.9); coordinate with litigation team on follow-up from board meeting (0.2).	2.1
06/04/25	Koboci, Shefit	Draft revised board deck (0.7); correspond with litigation team re board slides (0.3); call with E. Worenklein re same (0.2); correspond with N. Labovitz re same (0.1); further revise draft of board slides (0.7).	2.0
06/04/25	Mishkin, Benjamin	Revise slides for board presentation (0.1); correspond with N. Labovitz re same (0.1).	0.2
06/04/25	Park, Junho	Present zoom slides at board meeting.	0.8
06/05/25	Heller, Rory	Coordinate with Cole Schotz team re drafting of minutes.	0.2
06/06/25	Labovitz, M. Natasha	Correspond with board re updates and cancellation of meeting.	0.3
06/06/25	Heller, Rory	Coordinate with directors to reschedule board meeting.	0.3
06/15/25	Goodman, Mark P.	Review board deck (0.1); email Debevoise team re same (0.1).	0.2
06/15/25	Labovitz, M. Natasha	Review and comment on draft slide deck for board meeting.	0.3
06/15/25	Worenklein, Elie J.	Correspond with S. Koboci re board deck (0.2); mark up draft board materials (0.5).	0.7
06/15/25	Koboci, Shefit	Draft board presentation for board meeting (1.6); correspond with E. Worenklein re same (0.2); correspond with Debevoise team re litigation board updates (0.2).	2.0
06/16/25	Goodman, Mark P.	Participate in board meeting.	0.6

Date	Timekeeper	Narrative	Hours
06/16/25	Labovitz, M. Natasha	Prepare for board call (0.1); correspond with S. Koboci re finalizing board deck (0.1); attend board call (0.6); phone call with R. Heller re follow up (0.1).	0.9
06/16/25	Worenklein, Elie J.	Phone call with R. Heller re recap of board meeting.	0.3
06/16/25	Heller, Rory	Call with E. Worenklein re board meeting (0.3); attend board meeting (0.6); follow-up call with N. Labovitz (0.1); draft and circulate recap of board meeting (0.9); review board materials (0.2).	2.1
06/17/25	Heller, Rory	Draft board minutes (1.1); schedule special committee meeting (0.2).	1.3
06/18/25	Labovitz, M. Natasha	Correspond with R. Heller and E. Abrams re special committee meeting.	0.2
06/18/25	Heller, Rory	Draft minutes (0.8); correspond with N. Labovitz and E. Abrams re special committee meeting (0.2).	1.0
06/19/25	Heller, Rory	Further draft minutes.	0.5
06/20/25	Goodman, Mark P.	Attend special committee meeting.	1.0
06/20/25	Labovitz, M. Natasha	Attend meeting of special committee (1.0); coordinate timing and preparation for upcoming board meeting (0.2).	1.2
06/20/25	Heller, Rory	Attend special committee meeting (1.0); reschedule board meeting (0.5); draft board minutes (1.7); circulate minutes for review (0.3).	3.5
06/23/25	Labovitz, M. Natasha	Prepare for board call (0.2); attend same (0.5); follow up with R. Heller re same (0.1).	0.8
06/23/25	Worenklein, Elie J.	Phone call with R. Heller re recap of board meeting and examiner budget.	0.3
06/23/25	Heller, Rory	Attend board meeting (0.5); call with E. Worenklein to discuss board meeting (0.3); correspond with N. Labovitz re same (0.1).	0.9
06/27/25	Heller, Rory	Coordinate rescheduling of board meeting (0.3); draft board minutes (0.8).	1.1
<b>Total Hours</b>			<b>33.8</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	2.8	2,317.50	6,489.00
	Labovitz, M. Natasha	7.1	2,317.50	16,454.25
	Partner Total	9.9		\$22,943.25
Counsel	Worenklein, Elie J.	2.2	1,620.00	3,564.00
	Counsel Total	2.2		\$3,564.00
Associate	Heller, Rory	13.7	1,287.00	17,631.90
	Koboci, Shefit	4.4	1,192.50	5,247.00
	Mishkin, Benjamin	2.8	801.00	2,242.80
	Associate Total	20.9		\$25,121.70
Legal Assistant	Park, Junho	0.8	522.00	417.60
	Legal Assistant Total	0.8		\$417.60
<b>Matter Total</b>		<b>33.8</b>		<b>\$52,046.55</b>



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July 23, 2025

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

Invoice #: 2493262

Client Matter 27188.1004

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with DIP FINANCING

Fees	\$6,565.50
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$6,565.50</b>

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27188.1004 – DIP FINANCING

Invoice Number: 2493262

Date	Timekeeper	Narrative	Hours
06/04/25	Labovitz, M. Natasha	Correspond with J. Schwarz [BDO] and E. Worenklein re DIP reporting and downward adjustment.	0.3
06/04/25	Worenklein, Elie J.	Email with BDO and N. Labovitz re DIP reporting.	0.1
06/06/25	Labovitz, M. Natasha	Review DIP reporting re budget variances.	0.3
06/06/25	Worenklein, Elie J.	Review DIP reporting from BDO (0.4); multiple phone calls with J. Schwarz [BDO] re comments to DIP reporting (0.4).	0.8
06/06/25	Koboci, Shefit	Correspond with A. Del Piano [BDO] re DIP reporting (0.2); review report of budget vs actual reconciliation (0.2); send DIP reporting to Lowenstein team (0.1).	0.5
06/19/25	Labovitz, M. Natasha	Review status and timing re upcoming DIP draws.	0.2
06/21/25	Labovitz, M. Natasha	Review and address updates from BDO re draw request.	0.2
06/24/25	Worenklein, Elie J.	Call with J. Schwarz [BDO] re DIP draw and budget.	0.4
06/25/25	Worenklein, Elie J.	Email exchange with BDO team re DIP draw.	0.3
06/26/25	Labovitz, M. Natasha	Review report of DIP cash adjustments.	0.2
06/27/25	Koboci, Shefit	Review DIP downward adjustment documentation (0.3); correspond with Lowenstein team re same (0.2).	0.5
<b>Total Hours</b>			<b>3.8</b>

27188.1004 – DIP FINANCING

Invoice Number: 2493262

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	1.2	2,317.50	2,781.00
	Partner Total	1.2		\$2,781.00
Counsel	Worenklein, Elie J.	1.6	1,620.00	2,592.00
	Counsel Total	1.6		\$2,592.00
Associate	Koboci, Shefit	1.0	1,192.50	1,192.50
	Associate Total	1.0		\$1,192.50
<b>Matter Total</b>		<b>3.8</b>		<b>\$6,565.50</b>



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July 23, 2025

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

Invoice #: 2493268

Client Matter 27188.1017

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with EMPLOYMENT & FEE APPLICATIONS

Fees	\$124,817.40
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$124,817.40</b>

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Date	Timekeeper	Narrative	Hours
06/01/25	Park, Junho	Send status update to E. Worenklein re interested party list and conflicts check (0.8); update April fee statement (1.3).	2.1
06/02/25	Labovitz, M. Natasha	Address final items in March fee statement (0.5); review and sign off on same (0.2).	0.7
06/02/25	Mishkin, Benjamin	Finalize March fee statement (0.7); call with J. Park re same (0.2); correspond with N. Labovitz re same (0.1); send same to Cole Schotz team (0.1).	1.1
06/02/25	Park, Junho	Correspond with S. Koboci re April fee statement exhibit comments (0.1); email with S. Koboci and B. Mishkin re fee status update (0.2); coordinate conflicts report updates (1.4); finalize March fee statement filing (2.5); speak with B. Mishkin re same (0.2); correspond with Debevoise team re upcoming May fee statement (0.1); review new conflicts report names (0.4).	4.9
06/03/25	Mishkin, Benjamin	Review fee statement exhibit.	1.0
06/03/25	Park, Junho	Further update April fee statement (5.2); meet with B. Mishkin re workstream status (0.1).	5.3
06/04/25	Worenklein, Elie J.	Phone call with J. Park re status of fee statements (0.2); phone call with L. Lin re certificate of no objection for fee statement (0.2).	0.4
06/04/25	Koboci, Shefit	Correspond with B. Mishkin re interim fee application.	0.3
06/04/25	Mishkin, Benjamin	Meet with J. Park re interim fee app status (0.2); draft interim fee application (2.4); correspond with S. Koboci re same (0.2).	2.8
06/04/25	Lin, Lily	Prepare certificate of no objection for February fee statement (0.2); call with E. Worenklein re same (0.2).	0.4
06/04/25	Park, Junho	Meet with B. Mishkin re interim fee app status (0.2); update April fee statement charts and cover for E. Worenklein and B. Mishkin review (2.2); call with E. Worenklein re status of interim fee app (0.2); further revise exhibits to April fee statement (3.6).	6.2
06/05/25	Labovitz, M. Natasha	Review docket and sign off on certificate of no objection for fee statement.	0.2
06/05/25	Worenklein, Elie J.	Email with L. Lin and Cole Schotz re certificate of no objection filing.	0.4
06/05/25	Lin, Lily	Finalize certificate of no objection for February fee statement.	0.3
06/06/25	Worenklein, Elie J.	Email with Cole Schotz team re ordinary course professional quarterly fee summary.	0.2
06/06/25	Mishkin, Benjamin	Prepare April fee statement (2.0); prepare first interim fee application (2.6).	4.6
06/06/25	Park, Junho	Review conflict search initial results and status.	0.2
06/07/25	Park, Junho	Update interim fee application and exhibits.	4.7
06/08/25	Park, Junho	Check interested party list status with BDO.	0.3
06/09/25	Labovitz, M. Natasha	Review and comment on April fee statement (1.1); correspond with working team re same (0.3).	1.4

Date	Timekeeper	Narrative	Hours
06/09/25	Worenklein, Elie J.	Call with B. Mishkin re ordinary course professional quarterly filing and other open items.	0.3
06/09/25	Mishkin, Benjamin	Call with E. Worenklein re ordinary course professional filing.	0.3
06/09/25	Park, Junho	Update interim fee app for E. Worenklein and B. Mishkin review (1.5); revise May fee statement (2.4).	3.9
06/10/25	Worenklein, Elie J.	Mark up draft first interim fee application (2.2); phone call with F. Yudkin [Cole Schotz] re same (0.2).	2.4
06/10/25	Park, Junho	Update interim fee application for E. Worenklein review (0.3); update May fee statement (2.7).	3.0
06/11/25	Labovitz, M. Natasha	Correspond with J. Park and billing team re finalizing fee statements.	0.3
06/11/25	Worenklein, Elie J.	Phone call with L. Lin re ordinary course professional quarterly statement (0.2); draft emails to Gibbons team and UST re ordinary course professional invoices (0.4); phone call with J. Schwarz re CBIZ invoice (0.5); further mark up draft interim fee application (1.1); meet with J. Park re interim fee application (0.6).	2.8
06/11/25	Lin, Lily	Call with E. Worenklein re ordinary course professional report.	0.2
06/11/25	Park, Junho	Review E. Worenklein comments re interim fee application (0.4); meet with E. Worenklein re fee statement status and interim fee app (0.6).	1.0
06/12/25	Labovitz, M. Natasha	Review and sign off on April fee statement.	0.3
06/12/25	Worenklein, Elie J.	Phone call with A. Milliaressis [Cole Schotz] re interim fee application (0.3); meet with J. Park re same (0.4); send final comments to April fee application (0.8).	1.5
06/12/25	Mishkin, Benjamin	Finalize April fee statement (1.8); revise interim fee app (0.6).	2.4
06/12/25	Park, Junho	Finalize April fee statement (1.9); incorporate E. Worenklein comments to interim fee application (2.8); further revise interim fee application (1.2); meet with E. Worenklein re further comments to interim fee application (0.4).	6.3
06/13/25	Labovitz, M. Natasha	Sign off on revised April fee statement.	0.2
06/13/25	Worenklein, Elie J.	Phone call with J. Park re comments to interim fee application (0.5); comment on updated interim fee application (1.3); phone call with B. Mishkin re same (0.4); phone call with C. Zhang [CCA] re fee application process (0.4); email with BDO team re interim fee application (0.3).	2.9
06/13/25	Mishkin, Benjamin	Revise interim fee application per comments from E. Worenklein (0.7); call with E. Worenklein re same (0.4); send update to N. Labovitz re same (0.2); send April fee statement to Cole Schotz team for filing (0.1); call with J. Park re fee statement review (0.3).	1.7
06/13/25	Park, Junho	Incorporate E. Worenklein comments to interim fee application (0.9); phone call with E. Worenklein re interim fee application (0.5); incorporate interim fee application comments (0.5); call with B. Mishkin re fee statement (0.3).	2.2
06/15/25	Mishkin, Benjamin	Revise interim fee application.	1.6

Date	Timekeeper	Narrative	Hours
06/15/25	Park, Junho	Revise May fee statements (4.3); send update to S. Koboci and B. Mishkin (0.1).	4.4
06/16/25	Labovitz, M. Natasha	Correspond with E. Worenklein re fee application.	0.2
06/16/25	Worenklein, Elie J.	Phone call with J. Park re final comments to fee application (0.3); phone call with A. Milliaressis [Cole Schotz] re same (0.3); further mark up draft interim fee application (1.4); correspond with N. Labovitz re same (0.1).	2.1
06/16/25	Mishkin, Benjamin	Review fee statement exhibits (1.8); finalize interim fee application (1.6); call with J. Park re same (0.2).	3.6
06/16/25	Park, Junho	Review interim fee app for filing (0.6); update May fee statements (2.6); phone call with E. Worenklein re interim fee app filing (0.3); further review interim fee application to finalize for filing (0.9); call with B. Mishkin re same (0.2).	4.6
06/17/25	Labovitz, M. Natasha	Review docket and sign off on certificate of no objection for fee statement.	0.3
06/17/25	Worenklein, Elie J.	Phone call with A. Milliaressis [Cole Schotz] re interim fee applications (0.3); mark up draft notice of interim fee application (0.3).	0.6
06/17/25	Lin, Lily	Draft March fee statement certificate of no objection.	0.5
06/17/25	Park, Junho	Correspond with Cole Schotz team re fee statement follow up (0.2); revise May fee statement for B. Mishkin review (2.2).	2.4
06/18/25	Worenklein, Elie J.	Phone call with L. Lin re draft ordinary course professionals notice (0.3); mark up draft May fee statement (2.2); call with J. Park re fee statement status and interested party list (0.2).	2.7
06/18/25	Lin, Lily	Call with E. Worenklein re drafting ordinary course professional notice (0.3); incorporate E. Worenklein comments to same (1.2); email BDO team re same (0.2).	1.7
06/18/25	Park, Junho	Update fee application exhibit (1.3); send same to S. Koboci for review (0.1); correspond with B. Mishkin re fee statement (0.1); phone call with E. Worenklein re fee statements and interested party list (0.2).	1.7
06/19/25	Worenklein, Elie J.	Comment on updated interested party list for Rule 2014 disclosures.	0.4
06/19/25	Park, Junho	Update interested party list for E. Worenklein review (1.2); update May fee statement cover (1.1); incorporate E. Worenklein comments to interested party list (0.4).	2.7
06/20/25	Worenklein, Elie J.	Phone call with J. Park re comments to interested party list (0.2); call with J. Park re May fee statement (0.2); mark up May invoices (3.8); mark up cover statement for May fee application (0.9).	5.1
06/20/25	Koboci, Shefit	Review time entries (1.2); draft fee statement cover sheet (1.9).	3.1
06/20/25	Park, Junho	Phone call with E. Worenklein re interested parties list (0.2); phone call with E. Worenklein re fee statement (0.2); review comments from E. Worenklein for May fee statement (0.4); incorporate comments to interested party list for E. Worenklein review (0.9).	1.7

Date	Timekeeper	Narrative	Hours
06/21/25	Park, Junho	Update May fee statement exhibits.	3.6
06/22/25	Labovitz, M. Natasha	Review updates re CBIZ status.	0.2
06/22/25	Park, Junho	Revise May fee statement exhibits.	3.2
06/23/25	Worenklein, Elie J.	Meet with J. Park re May fee statement.	0.7
06/23/25	Park, Junho	Revise May fee statement (2.1); meet with E. Worenklein comments to fee statement (0.7); incorporate E. Worenklein comments to same (0.6); incorporate comments to fee statement (1.8).	5.2
06/24/25	Worenklein, Elie J.	Mark up updated May invoices and fee statement (3.0); meet with J. Park re interested party list (0.2).	3.2
06/24/25	Mishkin, Benjamin	Prepare May fee statement.	4.6
06/24/25	Park, Junho	Prepare updated interested party list for E. Worenklein review (0.6); meet with E. Worenklein re interested party list (0.2); incorporate E. Worenklein comments (0.4); further mark up May fee statement (0.9); prepare disbursement chart for fee statement (2.2).	4.3
06/25/25	Labovitz, M. Natasha	Review and comment on draft May fee statement (1.8); correspond with E. Worenklein re bring-down interested party list (0.1).	1.9
06/25/25	Worenklein, Elie J.	Meet with J. Park re fee applications workstreams (0.4); draft email to other professionals re updated IPL (0.2); correspond with N. Labovitz re same (0.2).	0.8
06/25/25	Park, Junho	Meet with E. Worenklein re May fee statement (0.4); update fee statement cover and exhibits (0.4).	0.8
06/26/25	Mishkin, Benjamin	Update fee statement for May (1.1); correspond with J. Park re same (0.2).	1.3
06/26/25	Park, Junho	Incorporate N. Labovitz comments to May fee statements; (1.2); correspond with B. Mishkin re same (0.1).	1.3
06/27/25	Mishkin, Benjamin	Finalize May fee statement.	0.6
06/27/25	Park, Junho	Send updated May fee statement exhibits to B. Mishkin.	0.2
06/30/25	Labovitz, M. Natasha	Correspond with B. Mishkin re filing May fee statement (0.2); review certificate of no objection and docket for April fee statement to sign off on same (0.2); review ordinary course professionals report (0.1).	0.5
06/30/25	Worenklein, Elie J.	Draft email to CCA re ordinary course professionals fee summary (0.2); email with Debevoise team re finalizing May fee application (0.2); email with L. Lin re certificate of no objection to April fee statement (0.1).	0.5
06/30/25	Mishkin, Benjamin	Prepare filing version of May fee statement (0.1); send same to Cole Schotz team (0.1).	0.2
06/30/25	Lin, Lily	Prepare April fee statement certificate of no objection.	0.5
06/30/25	Park, Junho	Update fee statement for final review and filing.	0.7
<b>Total Hours</b>			<b>142.9</b>

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	6.2	2,317.50	14,368.50
	Partner Total	6.2		\$14,368.50
Counsel	Worenklein, Elie J.	27.0	1,620.00	43,740.00
	Counsel Total	27.0		\$43,740.00
Associate	Koboci, Shefit	3.4	1,192.50	4,054.50
	Mishkin, Benjamin	25.8	801.00	20,665.80
	Associate Total	29.2		\$24,720.30
Summer Assoc	Lin, Lily	3.6	513.00	1,846.80
	Summer Assoc Total	3.6		\$1,846.80
Legal Assistant	Park, Junho	76.9	522.00	40,141.80
	Legal Assistant Total	76.9		\$40,141.80
<b>Matter Total</b>		<b>142.9</b>		<b>\$124,817.40</b>





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July 23, 2025

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

Invoice #: 2493261

Client Matter 27188.1027

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with EXAMINER

Fees	\$20,612.25
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$20,612.25</b>

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Date	Timekeeper	Narrative	Hours
06/12/25	Goodman, Mark P.	Review draft notice re examiner requested budget (0.1); email N. Labovitz re same (0.1).	0.2
06/12/25	Labovitz, M. Natasha	Review examiner request for budget increase (0.2); correspond with M. Goodman re same (0.2); correspond with Cole Schotz team and E. Abrams re same (0.2).	0.6
06/15/25	Labovitz, M. Natasha	Correspond with E. Abrams and Cole Schotz team re examiner's budget increase request.	0.2
06/16/25	Goodman, Mark P.	Call with Debevoise team, E. Abrams, and Cole Schotz team re examiner issues.	0.5
06/16/25	Labovitz, M. Natasha	Attend call with E. Abrams, Cole Schotz team and Debevoise team to discuss examiner request (0.5); correspond with E. Abrams re same (0.1).	0.6
06/16/25	Weisgerber, Erica S.	Call with Cole Schotz team, E. Abrams and Debevoise team re examiner inquiry.	0.5
06/16/25	Worenklein, Elie J.	Participate in zoom with Cole Schotz team, E. Abrams, and Debevoise team re examiner inquiry (0.5); meet with M. Godbe re recap of call re same (0.5).	1.0
06/16/25	Godbe, Michael C.	Speak with E. Worenklein re examiner update.	0.5
06/16/25	Heller, Rory	Prepare for call re examiner and plan (0.1); call with N. Labovitz, E. Weisgerber, E. Worenklein, M. Sirota [Cole Schotz], E. Abrams, and M. Goodman re examiner and upcoming plan process meeting (0.5).	0.6
06/19/25	Goodman, Mark P.	Email with N. Labovitz re examiner request for expanded fees.	0.2
06/19/25	Labovitz, M. Natasha	Review further updates re examiner fee request (0.2); correspond with M. Goodman re same (0.2).	0.4
06/20/25	Labovitz, M. Natasha	Call with E. Abrams re examiner fee request (0.4); correspond with Debevoise team re same (0.3).	0.7
06/20/25	Worenklein, Elie J.	Phone call with M. Godbe re negotiations with examiner.	0.2
06/20/25	Godbe, Michael C.	Call with E. Worenklein re examiner negotiation.	0.2
06/23/25	Goodman, Mark P.	Email Debevoise team re examiner request to increase fees.	0.2
06/23/25	Labovitz, M. Natasha	Correspond with Cole Schotz team re examiner fee issue (0.3); call with M. Sirota [Cole Schotz] re same (0.2); correspond with E. Abrams re same (0.2); correspond with Y. Wei [CCA] re same (0.2).	0.9
06/24/25	Labovitz, M. Natasha	Analyze update from E. Worenklein re examiner precedent (0.3); call with Y. Wei [CCA] re examiner budget (0.1); correspond with Cole Schotz team re same (0.2).	0.6
06/24/25	Worenklein, Elie J.	Draft summary for team of examiner precedent.	0.6
06/30/25	Goodman, Mark P.	Review proposed examiner stipulation re examiner budget (0.1); email with Debevoise team re same (0.1).	0.2
06/30/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re proposed examiner stipulation (0.1); review draft order re same (0.2).	0.3

27188.1027 – EXAMINER

Invoice Number: 2493261

Date	Timekeeper	Narrative	Hours
06/30/25	Weisgerber, Erica S.	Review and revise draft stipulation re examiner (0.3); correspond with N. Labovitz re same (0.2); call with C. Zhang [CCA] re examiner question (0.2).	0.7
06/30/25	Worenklein, Elie J.	Comment on draft stipulation with examiner.	0.3
Total Hours			10.2

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	1.3	2,317.50	3,012.75
	Labovitz, M. Natasha	4.3	2,317.50	9,965.25
	Weisgerber, Erica S.	1.2	2,025.00	2,430.00
	Partner Total	6.8		\$15,408.00
Counsel	Worenklein, Elie J.	2.1	1,620.00	3,402.00
	Counsel Total	2.1		\$3,402.00
Associate	Godbe, Michael C.	0.7	1,471.50	1,030.05
	Heller, Rory	0.6	1,287.00	772.20
	Associate Total	1.3		\$1,802.25
<b>Matter Total</b>		<b>10.2</b>		<b>\$20,612.25</b>



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July 23, 2025

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

Invoice #: 2493263

Client Matter 27188.1010

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with INVESTIGATION OF CAUSES OF ACTION

Fees	\$17,475.75
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$17,475.75</b>

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Date	Timekeeper	Narrative	Hours
06/06/25	Labovitz, M. Natasha	Check in with Debevoise team re status and progress of investigation.	0.2
06/09/25	Weisgerber, Erica S.	Call with S. Klepper [Cole Schotz] re query re client documents and related issues.	0.3
06/10/25	Weisgerber, Erica S.	Draft email to S. Klepper [Cole Schotz] re response to question re CCA documents (0.2); email with C. Zhang [CCA] and S. Shao [CCA] re same (0.2).	0.4
06/10/25	Zhou, Xiaoxiao	Draft research note re privilege.	5.8
06/11/25	Labovitz, M. Natasha	Call with E. Weisgerber re privilege question (0.3); correspond with E. Weisgerber and Cole Schotz team re same (0.2).	0.5
06/11/25	Weisgerber, Erica S.	Email to S. Klepper [Cole Schotz] re question re CCA documents (0.2); call with N. Labovitz re privilege issues (0.3).	0.5
06/20/25	Weisgerber, Erica S.	Email with Cole Schotz team re surety question.	0.2
06/20/25	Heller, Rory	Circulate surety bond information to K. Kulp [Cole Schotz].	0.8
06/26/25	Goodman, Mark P.	Call with Y. Wei [CCA] re discovery investigation (0.2); call with E. Weisgerber re same (0.2).	0.4
06/26/25	Weisgerber, Erica S.	Call with M. Goodman re question re documents for Cole Schotz.	0.2
06/27/25	Goodman, Mark P.	Email Debevoise team re Cole Schotz request for documents.	0.2
06/27/25	Labovitz, M. Natasha	Call with E. Weisgerber re gathering documents for investigation (0.2); correspond with E. Weisgerber re same (0.2).	0.4
06/27/25	Weisgerber, Erica S.	Call with E. Abrams re investigation question (0.2); call with N. Labovitz re documents for investigation (0.2).	0.4
<b>Total Hours</b>			<b>10.3</b>



**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	0.6	2,317.50	1,390.50
	Labovitz, M. Natasha	1.1	2,317.50	2,549.25
	Weisgerber, Erica S.	2.0	2,025.00	4,050.00
	Partner Total	3.7		\$7,989.75
Associate	Zhou, Xiaoxiao	5.8	1,458.00	8,456.40
	Heller, Rory	0.8	1,287.00	1,029.60
	Associate Total	6.6		\$9,486.00
<b>Matter Total</b>		<b>10.3</b>		<b>\$17,475.75</b>



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July 23, 2025

Chenyue Zhang  
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445 South Street  
Suite 310  
Morristown, NJ 07960

Invoice #: 2493269

Client Matter 27188.1020

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with NON-WORKING TRAVEL

Fees	\$2,358.00
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$2,358.00</b>

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27188.1020 – NON-WORKING TRAVEL

Invoice Number: 2493269

Date	Timekeeper	Narrative	Hours
06/17/25	Labovitz, M. Natasha	Travel to meeting with BMLP's counsel (1.0); travel back from same (0.4).	1.4
06/17/25	Godbe, Michael C.	Travel to Duane Morris for plan meeting with BMLP's counsel (0.6); return from same (0.4).	1.0
Total Hours			2.4

27188.1020 – NON-WORKING TRAVEL

Invoice Number: 2493269

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Labovitz, M. Natasha	1.4	1,158.75	1,622.25
	Partner Total	1.4		\$1,622.25
Associate	Godbe, Michael C.	1.0	735.75	735.75
	Associate Total	1.0		\$735.75
<b>Matter Total</b>		<b>2.4</b>		<b>\$2,358.00</b>



Debevoise & Plimpton LLP  
66 Hudson Boulevard  
New York, NY 10001  
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July 23, 2025

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

Invoice #: 2493270

Client Matter 27188.1021

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with PLAN & DISCLOSURE STATEMENT

Fees	\$222,004.35
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$222,004.35</b>

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Date	Timekeeper	Narrative	Hours
06/01/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re plan negotiations.	0.2
06/01/25	Weisgerber, Erica S.	Review analysis of Debevoise team re plan issues (0.3); email with N. Labovitz re same (0.1).	0.4
06/01/25	Zipursky, Rebecca	Coordinate meeting with B. Mishkin, S. Moree [McKinney], and Debevoise team.	0.3
06/01/25	Lin, Lily	Research plan legal issues.	1.9
06/02/25	Goodman, Mark P.	Email with N. Labovitz re plan structure.	0.2
06/02/25	Labovitz, M. Natasha	Review and analyze research memo re plan structure item (0.6); correspond with B. Mishkin re same (0.2); correspond with M. Goodman re plan structure issue (0.4).	1.2
06/02/25	Godbe, Michael C.	Revise memo re plan research (1.3); correspond with B. Mishkin re plan research (0.2); call with B. Mishkin and F. Khaddad re plan research memo (0.6).	2.1
06/02/25	Mishkin, Benjamin	Call with M. Godbe and F. Khaddad re chapter 11 research (0.6); call with F. Khaddad re same (0.1); revise chapter 11 research memo (4.3); draft email to L. Lin re comments on plan research memo (0.6); call with L. Lin re same (0.2); coordinate scheduling call with local counsel (0.2).	6.0
06/02/25	Khaddad, Farhan	Review comments re research memo (0.5); meet with M. Godbe and B. Mishkin re revision of research memo (0.6); meet with B. Mishkin re revisions (0.1); incorporate comments to memo re same (4.6); draft email to Debevoise team re research (0.5).	6.3
06/02/25	Lin, Lily	Call with B. Mishkin re plan research (0.2); revise plan memo (1.2).	1.4
06/03/25	Labovitz, M. Natasha	Call with S. Moree [McKinney], V. Smith [McKinney], and Debevoise team re plan questions (0.4); follow up with B. Mishkin re same (0.2); call with E. Weisgerber re outreach to CSCEC Holdings (0.2); correspond with Y. Wei [CCA] re same (0.2).	1.0
06/03/25	Weisgerber, Erica S.	Call with N. Labovitz re outreach to CSCEC Holdings (0.2); follow-up emails with Debevoise team re same (0.4).	0.6
06/03/25	Worenklein, Elie J.	Review updates on plan related research from B. Mishkin.	0.4
06/03/25	Costin, Alexander	Call with B. Mishkin re plan research.	0.3
06/03/25	Godbe, Michael C.	Speak with B. Mishkin re plan research (0.1); review summary of Debevoise call with McKinney re plan questions (0.1); call with B. Mishkin re plan research (0.1).	0.3
06/03/25	Heller, Rory	Review notes from call with local counsel re chapter 11 plan process.	0.2
06/03/25	Mishkin, Benjamin	Participate in call with S. Moree [McKinney], V. Smith [McKinney], and Debevoise team re chapter 11 plan (0.4); prepare notes from same (0.6); call with M. Godbe re plan research and open items (0.1); revise memo on legal issues in plan (2.4); call with A. Costin re plan research (0.3); call with M. Godbe re research (0.1); send further research instructions to L. Lin (0.1).	4.0



Date	Timekeeper	Narrative	Hours
06/03/25	Zipursky, Rebecca	Participate in call with S. Moree [McKinney], V. Smith [McKinney], and Debevoise team re chapter 11 plan.	0.4
06/03/25	Khaddad, Farhan	Follow up research on legal issues re plan.	3.8
06/03/25	Lin, Lily	Revise memo on plan legal issue.	7.1
06/04/25	Goodman, Mark P.	Call with E. Weisgerber and N. Labovitz [partial] re plan structure, strategy, and planning.	0.5
06/04/25	Labovitz, M. Natasha	Correspond with E. Blum [BDO] re plan development (0.2); call [partial] with E. Weisgerber and M. Goodman re plan structure, and strategy (0.4); correspond with E. Abrams re BMLP outreach on plan (0.2).	0.8
06/04/25	Weisgerber, Erica S.	Call with M. Goodman and N. Labovitz [partial] re plan structure, strategy, and planning (0.5); email with Debevoise team and client re same (0.3).	0.8
06/04/25	Worenklein, Elie J.	Review research memo on plan issues and provide comments to B. Mishkin.	1.4
06/04/25	Godbe, Michael C.	Further revise plan documents.	0.7
06/04/25	Mishkin, Benjamin	Review research from F. Khaddad re chapter 11 (0.1); review and respond to questions from L. Lin re research (0.1).	0.2
06/04/25	Zhou, Xiaoxiao	Research CSCEC Holding governance.	0.7
06/04/25	Lin, Lily	Revise plan research memo.	4.0
06/05/25	Labovitz, M. Natasha	Call with E. Abrams and E. Blum [BDO] re plan strategy and considerations (0.6); coordinate with M. Bauer [Duane Morris] and E. Abrams re potential dates for BMLP meeting (0.2); correspond with E. Weisgerber re plan research (0.4); correspond with B. Mishkin re follow-up questions on structure research (0.2).	1.4
06/05/25	Weisgerber, Erica S.	Correspond with N. Labovitz re questions re effect of bankruptcy plan.	0.2
06/05/25	Worenklein, Elie J.	Phone call with R. Heller re status of chapter 11 plan (0.2); review updated plan research memo (0.4).	0.6
06/05/25	El-Cid, Fabienne J.	Research plan legal issues.	5.7
06/05/25	Godbe, Michael C.	Revise plan related documents.	0.6
06/05/25	Heller, Rory	Call with E. Worenklein re plan process.	0.2
06/05/25	Mishkin, Benjamin	Review materials from A. Costin re plan research (0.4); email N. Labovitz re follow-up re same (0.2); review and revise L. Lin research memo (1.6); meet with L. Lin re same (1.4).	3.6
06/05/25	Lin, Lily	Meet with B. Mishkin re comments on plan research (1.4); revise memo on plan legal question (1.0).	2.4
06/06/25	Labovitz, M. Natasha	Correspond with M. Bauer [Duane Morris] and E. Abrams re plan meeting with Gibbons.	0.2
06/06/25	Worenklein, Elie J.	Call with M. Godbe re plan research status (0.4); further mark up draft plan research memo (2.5).	2.9
06/06/25	El-Cid, Fabienne J.	Continue research re legal issues in plan.	2.7

Date	Timekeeper	Narrative	Hours
06/06/25	Godbe, Michael C.	Call with E. Worenklein re plan research status (0.4); correspond with R. Heller re plan research (0.3).	0.7
06/06/25	Heller, Rory	Correspond with M. Godbe re plan research.	0.2
06/06/25	Lin, Lily	Revise and update plan research memo.	3.6
06/07/25	Lin, Lily	Further update plan research memo.	0.7
06/09/25	Labovitz, M. Natasha	Finalize plans for meeting with BMLP counsel.	0.2
06/09/25	Worenklein, Elie J.	Phone call with B. Mishkin re plan research.	0.9
06/09/25	El-Cid, Fabienne J.	Further research re plan.	2.0
06/09/25	Mishkin, Benjamin	Call with E. Worenklein re plan research (0.9); revise plan research memo (7.8); call with L. Lin re same (0.3); call with F. Khaddad re plan research (0.3).	9.3
06/09/25	Khaddad, Farhan	Call with B. Mishkin re plan research (0.3); research re same (0.3).	0.6
06/09/25	Lin, Lily	Call with B. Mishkin re plan research.	0.3
06/10/25	Worenklein, Elie J.	Call with B. Mishkin re plan research (0.3); review research from litigation team re plan questions (0.5).	0.8
06/10/25	El-Cid, Fabienne J.	Call with B. Mishkin re plan research (0.3); conduct plan research (0.7).	1.0
06/10/25	Godbe, Michael C.	Review plan research (0.5); meet with B. Mishkin re same (0.7).	1.2
06/10/25	Heller, Rory	Review plan research.	0.4
06/10/25	Mishkin, Benjamin	Review and revise plan research memo from L. Lin (2.0); meet with L. Lin re plan research (0.3); call with F. El-Cid re plan research (0.3); call with E. Worenklein re plan research (0.3); meet with M. Godbe re plan research (0.7); continue plan research (2.9).	6.5
06/10/25	Khaddad, Farhan	Research plan precedent for team.	2.4
06/10/25	Lin, Lily	Meet with B. Mishkin re plan research.	0.3
06/11/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re plan negotiation process (0.2); correspond with B. Mishkin re plan-related research (0.2).	0.4
06/11/25	Worenklein, Elie J.	Call with A. Costin, F. El-Cid and B. Mishkin re plan research (0.5); follow up call with B. Mishkin re plan research questions (0.3); further comment on draft research memo (1.3); phone call with B. Mishkin re research memo guidance (0.5).	2.6
06/11/25	Costin, Alexander	Call with E. Worenklein, F. El-Cid, and B. Mishkin re plan research.	0.5
06/11/25	El-Cid, Fabienne J.	Call with E. Worenklein, A. Costin, and B. Mishkin re plan research (0.5); conduct plan research (0.2).	0.7
06/11/25	Mishkin, Benjamin	Mark up research summary from F. Khaddad (0.5); call with E. Worenklein, A. Costin and F. El-Cid re plan research (0.5); call with E. Worenklein re same (0.3); draft email to N. Labovitz re same (0.3); research legal issues in plan for memo for team (2.2); call with E. Worenklein re plan research and open items (0.5); finalize research memo (5.3).	9.6

Date	Timekeeper	Narrative	Hours
06/12/25	Labovitz, M. Natasha	Correspond with R. Zipursky re plan analysis question (0.2); call with E. Weisgerber [partial], A. Costin, F. El-Cid and B. Mishkin [partial] re plan research (0.4).	0.6
06/12/25	Weisgerber, Erica S.	Call [partial] with N. Labovitz, A. Costin, F. El-Cid and B. Mishkin re plan research.	0.3
06/12/25	Worenklein, Elie J.	Phone call with B. Mishkin re status of plan research.	0.2
06/12/25	Costin, Alexander	Call with N. Labovitz, E. Weisgerber [partial], F. El-Cid, and B. Mishkin [partial] re plan research.	0.4
06/12/25	El-Cid, Fabienne J.	Call with N. Labovitz, E. Weisgerber [partial], A. Costin, and B. Mishkin [partial] re plan research (0.4); conduct plan research (2.4).	2.8
06/12/25	Mishkin, Benjamin	Call [partial] with N. Labovitz, E. Weisgerber, A. Costin, and F. El-Cid re plan research (0.3); call with E. Worenklein re same (0.2).	0.5
06/12/25	Zipursky, Rebecca	Correspond with N. Labovitz re plan question.	0.2
06/12/25	Lin, Lily	Prepare memo re plan structures.	5.8
06/13/25	Labovitz, M. Natasha	Follow up on analysis re potential plan structures (0.2); review memo (0.4); email to F. El-Cid re same (0.2); call with E. Weisgerber re plan status (0.2).	1.0
06/13/25	Weisgerber, Erica S.	Call with N. Labovitz re plan strategy and next steps.	0.2
06/13/25	El-Cid, Fabienne J.	Conduct plan research.	3.8
06/13/25	Mishkin, Benjamin	Call with L. Lin re plan research (0.3); follow up on research re same (0.4); revise plan research memo (1.2).	1.9
06/13/25	Lin, Lily	Call with B. Mishkin re plan research (0.3); draft research memo re same (2.4).	2.7
06/16/25	Labovitz, M. Natasha	Call with R. Zipursky re plan research (0.3); call with E. Weisgerber re CSCEC Holding status (0.2).	0.5
06/16/25	Weisgerber, Erica S.	Call with N. Labovitz re plan developments and strategy.	0.2
06/16/25	Worenklein, Elie J.	Review and summarize recent decision on possible plan issue (1.8); speak with R. Heller re plan research (0.1).	1.9
06/16/25	El-Cid, Fabienne J.	Conduct plan research (2.4); meet with R. Zipursky re same (1.0).	3.4
06/16/25	Godbe, Michael C.	Revise plan research memo.	1.7
06/16/25	Heller, Rory	Talk with E. Worenklein re research.	0.1
06/16/25	Mishkin, Benjamin	Revise plan research memo.	2.2
06/16/25	Zipursky, Rebecca	Meet with F. El-Cid re plan (1.0); speak with N. Labovitz re plan research status (0.3).	1.3
06/17/25	Labovitz, M. Natasha	Attend meeting with E. Abrams, M. Bauer [Duane Morris], W. Usatine [Cole Schotz], M. Sirota [Cole Schotz], B. Theisen [Gibbons] [partial], R. Malone [Gibbons], and M. Godbe re plan process and path forward (1.4); follow up with E. Weisgerber re same (0.5); review summary of potentially relevant precedent (0.2); correspond E. Weisgerber re same (0.2).	2.3

Date	Timekeeper	Narrative	Hours
06/17/25	Weisgerber, Erica S.	Call with A. Behlmann [Lowenstein] re plan-related issues (0.3); call with N. Labovitz re same (0.5); email E. Worenklein re confirmation precedent (0.2).	1.0
06/17/25	El-Cid, Fabienne J.	Conduct plan research.	0.9
06/17/25	Godbe, Michael C.	Prepare for plan discussions (0.3); meet with N. Labovitz, E. Abrams, M. Sirota, W. Usatine, M. Bauer [Duane Morris], R. Malone and B. Theisen [partial] re plan (1.4); debrief with E. Abrams, M. Sirota [Cole Schotz], W. Usatine [Cole Schotz], and M. Bauer [Duane Morris] re same (0.3); meet with B. Mishkin re plan research (0.1) summarize plan discussions (1.2).	3.3
06/17/25	Heller, Rory	Review notes from plan meeting (0.3); conduct plan research (0.2).	0.5
06/17/25	Mishkin, Benjamin	Respond to question from L. Lin re plan research (0.2); meet with M. Godbe re plan research (0.1).	0.3
06/17/25	Zipursky, Rebecca	Meet with local counsel re insolvency research.	1.1
06/17/25	Park, Junho	Coordinate and send plan research to B. Mishkin (0.2); further research docket for precedent (0.2).	0.4
06/18/25	Worenklein, Elie J.	Office conference with B. Mishkin re plan research (0.4); respond to emails from E. Weisgerber re plan research precedent (0.9).	1.3
06/18/25	El-Cid, Fabienne J.	Conduct plan research.	0.3
06/18/25	Heller, Rory	Research plan legal issues.	3.6
06/18/25	Mishkin, Benjamin	Meet with E. Worenklein re plan open items.	0.4
06/19/25	Mishkin, Benjamin	Revise plan research memo.	1.8
06/20/25	Labovitz, M. Natasha	Correspond with L. Lin re updated plan research (0.2); correspond with R. Zipursky re plan-related analysis (0.2); review draft local counsel memo re same (0.3).	0.7
06/20/25	El-Cid, Fabienne J.	Call with R. Zipursky and B. Mishkin re plan research open items (0.6); conduct plan research (0.6).	1.2
06/20/25	Heller, Rory	Discuss research with E. Kishk.	0.2
06/20/25	Mishkin, Benjamin	Call with R. Zipursky re plan research open items and next steps (0.4); revise plan research memo per comments from M. Godbe (2.0); finalize plan research memo (1.3); call with R. Zipursky, and F. El-Cid re plan research open items and next steps (0.6); research additional plan legal issues (0.7); call with L. Lin re plan research (0.2).	5.2
06/20/25	Zipursky, Rebecca	Confer with B. Mishkin re research questions (0.4); call with F. El-Cid and B. Mishkin plan research open items (0.6); correspond with N. Labovitz re plan related analysis (0.2); review research re plan (0.7).	1.9
06/20/25	Kishk, Esther	Meet with R. Heller re plan legal research assignment.	0.2
06/20/25	Lin, Lily	Call with B. Mishkin re plan research (0.2); revise plan research memo (2.4).	2.6
06/22/25	Worenklein, Elie J.	Review L. Lin memo on plan considerations.	1.5

Date	Timekeeper	Narrative	Hours
06/22/25	Mishkin, Benjamin	Continue research on plan legal considerations.	1.3
06/23/25	Worenklein, Elie J.	Phone call with B. Mishkin re status of plan research (0.4); office conference with S. Koboci [partial], and T. Armstrong re plan research (1.4).	1.8
06/23/25	El-Cid, Fabienne J.	Conduct plan research.	0.2
06/23/25	Heller, Rory	Conduct research re plan legal issues.	0.4
06/23/25	Koboci, Shefit	Meet with E. Worenklein and T. Armstrong re plan research.	0.9
06/23/25	Mishkin, Benjamin	Continue research on plan legal issues (0.7); revise memo re same (4.2); call with E. Worenklein re plan research open items (0.4); review and comment on L. Lin research email memo (1.2).	6.5
06/23/25	Leeds Armstrong, Teddy	Meet with E. Worenklein and S. Koboci [partial] re plan legal research assignment (1.4); begin research re same (0.6).	2.0
06/24/25	Blake, Conway	Meet with E. Worenklein [partial], A. Manov [partial], and B. Mishkin re plan legal issues.	0.6
06/24/25	Worenklein, Elie J.	Meet [partial] with C. Blake, A. Manov and B. Mishkin re plan legal issues (0.4); review memo from local counsel (1.5); review updated memo from L. Lin re plan research (0.8).	2.7
06/24/25	Manov, Ann	Meet [partial] with C. Blake, E. Worenklein, and B. Mishkin re plan legal issues.	0.5
06/24/25	Mishkin, Benjamin	Review research re plan legal issues (1.0); meet with C. Blake, E. Worenklein [partial], and A. Manov [partial] re plan legal issues (0.6); prepare notes re same (0.4).	2.0
06/25/25	Mishkin, Benjamin	Review research on plan legal issues.	1.4
06/25/25	Lin, Lily	Revise plan memo.	1.5
06/26/25	Worenklein, Elie J.	Phone call with B. Mishkin re update on plan research (0.7); comment on summary of research notes (0.4).	1.1
06/26/25	Mishkin, Benjamin	Revise plan research memo (1.1); continue research on plan legal issues (0.4); call with E. Worenklein re same (0.7); review and comment on plan research from L. Lin (1.1).	3.3
06/26/25	Lin, Lily	Revise and email plan memo to E. Worenklein and B. Mishkin.	0.6
06/27/25	Blake, Conway	Call with B. Mishkin re plan legal issues (0.2); circulate analysis to Debevoise team re plan (0.5).	0.7
06/27/25	Labovitz, M. Natasha	Correspond with E. Blum [BDO] re BDO qualifications for plan-related work (0.2); review and respond to update from E. Weisgerber re CSCEC Holding discussions (0.2); review analysis from C. Blake re plan-related questions (0.4); correspond with B. Mishkin re same (0.1).	0.9
06/27/25	Weisgerber, Erica S.	Call with A. Behlmann [Lowenstein] re CSCEC Holdings developments (0.2); email with N. Labovitz re same (0.4).	0.6
06/27/25	Worenklein, Elie J.	Phone call with M. Godbe re plan related workstreams.	0.3
06/27/25	El-Cid, Fabienne J.	Call with B. Mishkin re plan research (0.5); conduct plan research (1.0).	1.5
06/27/25	Godbe, Michael C.	Call with E. Worenklein to discuss status of plan negotiations.	0.3

27188.1021 – PLAN & DISCLOSURE STATEMENT

Invoice Number: 2493270

Date	Timekeeper	Narrative	Hours
06/27/25	Mishkin, Benjamin	Call with C. Blake re plan issues (0.2); prepare notes from call for team (0.6); correspond with N. Labovitz re same (0.2); call with F. El-Cid re plan research (0.5).	1.5
06/30/25	Worenklein, Elie J.	Phone call with F. El-Cid re research memo for CCA.	0.8
06/30/25	El-Cid, Fabienne J.	Meet with E. Worenklein re plan research (0.8); conduct plan research (2.0).	2.8
06/30/25	Mishkin, Benjamin	Review research from L. Lin (1.2); revise memo re same (3.4).	4.6
06/30/25	Lin, Lily	Finalize research memo re plan legal issues (0.8); circulate to Debevoise team (0.2).	1.0
Total Hours			216.8



**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Partner	Goodman, Mark P.	0.7	2,317.50	1,622.25
	Labovitz, M. Natasha	11.4	2,317.50	26,419.50
	Weisgerber, Erica S.	4.3	2,025.00	8,707.50
	Blake, Conway	1.3	1,755.00	2,281.50
	Partner Total	17.7		\$39,030.75
Counsel	Worenklein, Elie J.	21.2	1,620.00	34,344.00
	Counsel Total	21.2		\$34,344.00
Associate	Godbe, Michael C.	10.9	1,471.50	16,039.35
	Zhou, Xiaoxiao	0.7	1,458.00	1,020.60
	Costin, Alexander	1.2	1,354.50	1,625.40
	Zipursky, Rebecca	5.2	1,354.50	7,043.40
	Heller, Rory	5.8	1,287.00	7,464.60
	Manov, Ann	0.5	1,287.00	643.50
	Koboci, Shefit	0.9	1,192.50	1,073.25
	El-Cid, Fabienne J.	29.0	1,017.00	29,493.00
	Mishkin, Benjamin	72.1	801.00	57,752.10
	Associate Total	126.3		\$122,155.20
Summer Assoc	Khaddad, Farhan	13.1	513.00	6,720.30
	Kishk, Esther	0.2	513.00	102.60
	Leeds Armstrong, Teddy	2.0	513.00	1,026.00
	Lin, Lily	35.9	513.00	18,416.70
	Summer Assoc Total	51.2		\$26,265.60
Legal Assistant	Park, Junho	0.4	522.00	208.80
	Legal Assistant Total	0.4		\$208.80
<b>Matter Total</b>		<b>216.8</b>		<b>\$222,004.35</b>



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July 23, 2025

Chenyue Zhang  
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Suite 310  
Morristown, NJ 07960

Invoice #: 2493272

Client Matter 27188.1024

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FOR PROFESSIONAL SERVICES rendered through June 30, 2025 in connection with REPORTING

Fees	\$1,510.20
Charges and Disbursements	\$0.00
<b>TOTAL</b>	<b>\$1,510.20</b>

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27188.1024 – REPORTING

Invoice Number: 2493272

Date	Timekeeper	Narrative	Hours
06/19/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re MOR (0.2); review draft MOR (0.3); correspond with J. Park re same (0.1).	0.6
06/19/25	Park, Junho	Correspond with E. Worenklein re MOR reporting.	0.1
06/20/25	Worenklein, Elie J.	Comment on updated MOR from BDO.	0.3
Total Hours			1.0

27188.1024 – REPORTING

Invoice Number: 2493272

**TIMEKEEPER SUMMARY**

<b>Title</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Counsel	Worenklein, Elie J.	0.9	1,620.00	1,458.00
	Counsel Total	0.9		\$1,458.00
Legal Assistant	Park, Junho	0.1	522.00	52.20
	Legal Assistant Total	0.1		\$52.20
<b>Matter Total</b>		<b>1.0</b>		<b>\$1,510.20</b>

**Description of Disbursements for the Compensation Period**

<b>Date</b>	<b>Timekeeper</b>	<b>Disbursement Category</b>	<b>Narrative</b>	<b>Amount</b>
4/6/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$8.30
4/8/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$4.30
4/9/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$7.80
4/9/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$19.20
4/9/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$142.00
4/14/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$6.30
4/15/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$3.20
4/20/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$4.70
4/21/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$1.50
4/23/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$18.30

Date	Timekeeper	Disbursement Category	Narrative	Amount
4/24/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$8.20
4/28/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$0.10
4/29/2025	Precost-New York, D&P	Computer Assisted Legal Research	Vendor: Pacer Service Center-PACER; Invoice#: DBDB0528APRIL2025; Date: 4/1/2025 - Pacer	\$8.40
5/1/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$2,098.14
5/1/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$11.04
5/1/2025	Godbe, Michael C.	Computer Assisted Legal Research	Lexis Services	\$320.91
5/2/2025	Worenklein, Elie J.	Computer Assisted Legal Research	Westlaw	\$41.96
5/2/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$209.81
5/2/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$6.90
5/3/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$1,091.03
5/3/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$12.42
5/4/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$293.74
5/4/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$4.14



<b>Date</b>	<b>Timekeeper</b>	<b>Disbursement Category</b>	<b>Narrative</b>	<b>Amount</b>
5/5/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$53.01
5/5/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$125.89
5/5/2025	Hayes, Jacqueline	Computer Assisted Legal Research	Westlaw	\$5.52
5/7/2025	Mishkin, Benjamin	Computer Assisted Legal Research	Westlaw	\$55.63
5/7/2025	Mishkin, Benjamin	Computer Assisted Legal Research	Westlaw	\$41.96
5/7/2025	Maass, Molly Baltimore	Computer Assisted Legal Research	Westlaw	\$72.47
5/7/2025	Maass, Molly Baltimore	Computer Assisted Legal Research	Westlaw	\$41.96
5/8/2025	Mishkin, Benjamin	Computer Assisted Legal Research	Westlaw	\$55.63
5/13/2025	Worenklein, Elie J.	Computer Assisted Legal Research	Westlaw	\$83.93
5/13/2025	Precost-New York, D&P	Computer Assisted Legal Research	Westlaw	\$41.96
5/13/2025	Precost-New York, D&P	Computer Assisted Legal Research	Westlaw	\$1.38
5/14/2025	Worenklein, Elie J.	Computer Assisted Legal Research	Westlaw	\$41.96
5/16/2025	Heller, Rory	Computer Assisted Legal Research	Westlaw	\$209.81
5/16/2025	Mishkin, Benjamin	Computer Assisted Legal Research	Westlaw	\$251.78

<b>Date</b>	<b>Timekeeper</b>	<b>Disbursement Category</b>	<b>Narrative</b>	<b>Amount</b>
5/17/2025	Park, Junho	Computer Assisted Legal Research	Westlaw	\$125.89
5/17/2025	Worenklein, Elie J.	Computer Assisted Legal Research	Westlaw	\$41.96
5/17/2025	Park, Junho	Computer Assisted Legal Research	Lexis Services	\$83.60
5/19/2025	Daniel, Ronney C.	Computer Assisted Legal Research	Westlaw	\$125.89
5/19/2025	Worenklein, Elie J.	Computer Assisted Legal Research	Westlaw	\$10.08
5/19/2025	Mishkin, Benjamin	Computer Assisted Legal Research	Westlaw	\$41.96
5/19/2025	Maass, Molly Baltimore	Computer Assisted Legal Research	Westlaw	\$111.26
5/19/2025	Maass, Molly Baltimore	Computer Assisted Legal Research	Westlaw	\$41.96
5/19/2025	Precost-New York, D&P	Computer Assisted Legal Research	Lexis Services	\$250.81
5/21/2025	Nicholson, Elizabeth B.	Computer Assisted Legal Research	Westlaw	\$29.95
5/21/2025	Nicholson, Elizabeth B.	Computer Assisted Legal Research	Westlaw	\$83.93
5/21/2025	Maass, Molly Baltimore	Computer Assisted Legal Research	Westlaw	\$10.08
5/22/2025	Godbe, Michael C.	Computer Assisted Legal Research	Westlaw	\$167.85
5/22/2025	Lin, Lily	Computer Assisted Legal Research	Lexis Services	\$160.45

Date	Timekeeper	Disbursement Category	Narrative	Amount
5/22/2025	Goodman, Mark P.	Travel	Vendor: Lawyers Travel; Invoice#: 914668; Travel Service Charges - GOODMAN/MARK PIERRE - 00884113758 - STM/TRE - 05/22/25	\$37.25
5/27/2025	Khaddad, Farhan	Computer Assisted Legal Research	Westlaw	\$125.89
5/27/2025	Khaddad, Farhan	Computer Assisted Legal Research	Westlaw	\$44.17
5/27/2025	Khaddad, Farhan	Computer Assisted Legal Research	Lexis Services	\$83.60
5/28/2025	Worenklein, Elie J.	Travel	Vendor: Uber Technologies, Inc; Invoice#: UBER_NONTRAVEL_6/1/2025; Date: 6/1/2025 - Uber	\$133.17
5/30/2025	Mishkin, Benjamin	Computer Assisted Legal Research	Westlaw	\$41.96
5/31/2025	Khaddad, Farhan	Computer Assisted Legal Research	Westlaw	\$12.56
6/2/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7477655206170603 - Taxi; Taxi; 06/02/2025; Late Night Taxi.	\$50.29
6/2/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7477655206170603 - Parking; 06/02/2025; Parking	\$20.00
6/2/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7477655206170603 - Working Meal; Night/Weekend Working Meals; 06/02/2025; Working Meal.	\$36.87
6/2/2025	Khaddad, Farhan	Working Meal	Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-46; Order date: 6/2/2025; Order ID:367730011452903.	\$38.27
6/5/2025	El-Cid, Fabienne J.	Working Meal	Vendor: El-Cid, Fabienne J. Invoice#: 7481126506180607 - Working Meal - 6/5/25; Night/Weekend Working Meals; 06/05/2025; Working Meal.	\$40.00

Date	Timekeeper	Disbursement Category	Narrative	Amount
6/10/2025	Khaddad, Farhan	Working Meal	Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-47; Order date: 6/10/2025; Order ID: 176030097449307;	\$40.00
6/11/2025	Scheduled Job, Dev Team	In-house Production	Document Production	\$21.20
6/11/2025	Mishkin, Benjamin	Working Meal	Vendor: Mishkin, Benjamin A. Invoice#: 7487598606220600 - Working Meal; Night/Weekend Working Meals; 06/11/2025; Working Meal.	\$23.15
6/11/2025	Khaddad, Farhan	Working Meal	Vendor: GrubHub Holding Inc dba Seamless; Invoice#: N2REGB-47; Order date: 6/11/2025; Order ID: 290530101501809;	\$37.73
6/12/2025	Mishkin, Benjamin	Travel	Vendor: Mishkin, Benjamin A. Invoice#: 7496071206240602 - Taxi; Taxi 06/12/2025; Late night Taxi.	\$40.24
6/12/2025	Park, Junho	Travel	Vendor: Park, Junho Invoice#: 7497302606250603 - Taxi; Taxi; 06/12/2025; Late Night Taxi.	\$81.59
6/12/2025	Park, Junho	Working Meal	Vendor: Park, Junho Invoice#: 7497302606250603 - Working Meal; Night/Weekend Working Meals; 06/12/2025; Late Working Meal.	\$40.00
6/17/2025	Erosa, Manuel Luis	Outside Legal Research	Vendor: Blue Marble Logistics, LLC; Invoice#: 293391; Outside Legal Research.	\$205.00
6/17/2025	Labovitz, M. Natasha	Travel	Vendor: Uber Technologies, Inc; Invoice#: UBER TRAVEL 7/2/2025; Date: 6/17/2025 - Uber	\$48.18
6/17/2025	Labovitz, M. Natasha	Travel	Vendor: Uber Technologies, Inc; Invoice#: UBER TRAVEL 7/2/2025; Date: 6/17/2025 - Uber	\$4.81
6/17/2025	Godbe, Michael C.	Travel	Vendor: DialCar, Inc.; Invoice#: 72236; Date: 6/25/2025 - Taxi Invoice for Dial - 72236 - Taxi: 12417 - 6/17/2025: - 1123833	\$41.63

Date	Timekeeper	Disbursement Category	Narrative	Amount
6/17/2025	Godbe, Michael C.	Travel	Vendor: Godbe, Michael C. Invoice#: 7498735206270603 Date: 6/27/2025 - Taxi; Taxi; 06/17/2025; Taxi.	\$21.06
6/18/2025	Erosa, Manuel Luis	Outside Legal Research	Vendor: Blue Marble Logistics, LLC; Invoice#: 293449; Outside Legal Research.	\$117.00
6/23/2025	Scheduled Job, Dev Team	In house production	Document Production	\$16.40