# UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

# ATTORNEY MONTHLY FEE STATEMENT COVER SHEET FOR THE PERIOD OCTOBER 1, 2025, THROUGH OCTOBER 31, 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 December 5, 2025 M. Natasha Labovitz Date

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



## SECTION I FEE SUMMARY

# Summary of Amounts Requested for the Period

October 1, 2025 through October 31, 2025 (the "Compensation Period")

Fee Total	\$610,267.73
Disbursement Total	\$2,246.86
Total Fees Plus Disbursements	\$612,514.59

# Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested	<u>\$9,146,441.6</u>
Total Fees and Expenses Allowed to Date	\$5,962,093.88
Total Retainer Remaining	\$0.00
Total Holdback	\$629,986.19
Total Received by Applicant	\$7,837,944.67

Name of Professional and Title	Year Admitted	Hours	Rate <sup>2</sup>	Fee
M. Natasha Labovitz Partner	1997	45.9	\$2,317.50	\$102,317.63
Mark P. Goodman Partner	1988	14.5	\$2,317.50	\$31,286.25
Erica S. Weisgerber Partner	2009	32.1	\$2,025.00	\$61,965.00
Elie J. Worenklein Counsel	2012	29.1	\$1,620.00	\$47,142.00
Michael C. Godbe Associate	2018	14.2	\$1,471.50	\$20,895.30
Christopher R. Ceresa Associate	2020	12.9	\$1,458.00	\$16,694.10
Xiaoxiao Zhou Associate	2009	76.0	\$1,458.00	\$108,037.80
Rory Heller Associate	2022	47.3	\$1,354.50	\$64,067.85
Shefit Koboci Associate	2024	63.6	\$1,287.00	\$79,150.50
Benjamin Mishkin Associate	2025	39.9	\$1,017.00	\$39,561.30
Junho Park Paralegal	n/a	75.0	\$522.00	\$39,150.00
TOTALS		450.5		\$610,267.73

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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.

## SECTION II SUMMARY OF SERVICES

Services Rendered	Hours	Fee
Business Operations	3.0	\$5,683.95
Case Administration	87.1	\$104,099.85
Claims Administration & Objections	0.2	\$463.50
Contested BMLP Matters	142.3	\$213,705.45
Corporate Governance & Board Matters	13.0	\$22,722.30
DIP Financing	12.9	\$20,730.60
Employment & Fee Applications	69.9	\$59,841.45
Examiner	0.5	\$949.50
Investigation of Causes of Action	12.0	\$18,670.95
Mediation	45.5	\$76,817.25
Non-Working Travel	21.4	\$18,014.63
Plan & Disclosure Statement	42.4	\$68,082.30
Reporting	0.3	\$486.00
FEE TOTALS	450.5	\$610,267.73

# SECTION III SUMMARY OF DISBURSEMENTS

Disbursement Category	Amount
Computer Assisted Legal Research	\$1,124.37
In-House Production	\$661.12
Travel	\$296.71
Working Meal	\$164.66
TOTAL	\$2,246.86

## 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 preparing for mediation with CSCEC Holding Company, Inc. ("CSCEC Holding") and BML Properties, Ltd. ("BMLP"). Among other services provided, the Applicant worked with the Debtor's financial advisor with respect to the Debtor's financial advisor's valuation of the Debtor and recovery analysis of CSCEC Holding and prepared a mediation brief providing the co-mediators with background on the status of the chapter 11 case, the New York State litigation and the various disputes among the Debtor, certain of its affiliates, and BMLP.
  - (b) The Applicant drafted evidentiary declarations [Docket Nos. 506 and 507] in support of the Debtor's objection to the motion filed by BMLP seeking standing to bring claims against CSCEC Holding (the "Standing Motion").
  - (c) The Applicant advised the Debtor with respect to the hearing on the Standing Motion.
  - (d) The Applicant advised the Debtor with respect to the retention by BMLP of Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel") as counsel, including analyzing the Debtor's client case materials received from Quinn Emanuel and researching and drafting a motion to disqualify Quinn Emanuel from representing BMLP in the chapter 11 case.
  - (e) The Applicant advised the Debtor and its financial advisor on legal issues relating to required bankruptcy disclosures including the monthly operating reports and coordinated various other reporting deliverables.
  - (f) The Applicant addressed corporate governance matters, including preparing materials and providing updates to the board of directors.

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.

- (g) The Applicant advised on other matters concerning the administration of the chapter 11 case.
- (h) 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 Applicant's tenth monthly fee statement.

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** 

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# UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

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

#### **DEBEVOISE & PLIMPTON LLP**

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Proposed Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,1

Debtor.

Order Filed on February

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

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

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

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Debtor: CCA Construction, Inc. Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise &

Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective

as of the Petition Date

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

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

DATED: February 7, 2025

Honorable Christine M. Gravelle United States Bankruptcy Judge Case 24-22548-CMG Doc **59**5 Filed **0**2/05/25 Entered **0**2/**0**6/25 **0**9:39:57 Desc Main **Doccument Prage 13** of **1**207

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Debtor: CCA Construction, Inc. Case No.: 24-22548 (CMG)

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Plimpton LLP as Bankruptcy Co-Counsel for the Debtor Effective

as of the Petition Date

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>&</sup>lt;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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as of the Petition Date

1. The Application is granted as set forth herein.

2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, CCA is authorized

to employ and retain Debevoise as its attorneys in accordance with the terms and conditions set

forth in the Application and that certain engagement letter attached hereto as Exhibit 1 (the

"Engagement Letter"), effective as of December 22, 2024 (the "Petition Date").

3. Debevoise shall apply for (a) compensation for professional services rendered and

(b) reimbursement of expenses incurred in connection with CCA's chapter 11 case, in both cases

subject to the Court's approval and in compliance with the applicable provisions of the

Bankruptcy Code (including, but not limited to, sections 331 and 330 of the Bankruptcy Code),

the Bankruptcy Rules, the Local Rules and any other applicable procedures or orders of the

Court. Debevoise shall make a reasonable effort to comply with the U.S. Trustee Guidelines,

both in connection with the Application and the interim and final fee applications to be filed by

Debevoise in the chapter 11 case.

4. Notwithstanding anything in this Order to the contrary, Debevoise is also

authorized to represent CCA and the non-Debtor defendants in connection with the Baha Mar

Litigation and all fees incurred in connection with the Baha Mar Litigation shall be paid by the

non-Debtor defendants, and not by CCA, and Court approval shall not be required for such

related fees.

5. In order to avoid any duplication of effort and provide services to CCA in the

most efficient and cost-effective manner, Debevoise shall coordinate with Cole Schotz P.C. and

any additional firms CCA retains regarding their respective responsibilities in the chapter 11

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Debtor: CCA Construction, Inc. Case No.: 24-22548 (CMG)

Caption of Order: Order Authorizing the Employment and Retention of Debevoise &

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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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as of the Petition Date

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

- 10. Notwithstanding Debevoise's Terms of Engagement, the provision concerning fee disputes is null and void during the pendency of this Chapter 11 Case.
- 11. To the extent the Application, the Labovitz Declaration, or any engagement agreement pertaining to this retention is inconsistent with this Order, the terms of this Order shall govern.
- 12. CCA and Debevoise are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.
- 13. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
- 14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

# EXHIBIT 1

**Engagement Letter** 

Debevoise & Plimpton

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. <u>Billing Policies and Procedures</u>

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 ("<u>CPR</u>") 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,

Sinf. Zi

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 antimoney 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 <u>Confidentiality</u>. 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

(Rev'd March 2024)

- particular Matter to which it relates. Unless otherwise agreed in writing, our advice may not be used or relied on by any third party.
- Use of legal due diligence reports by non-clients. You A.7 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 <u>Conflicts check</u>. 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

- 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.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 lawyerclient 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 <u>Hosting data</u>. 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 <a href="https://extranet.debevoise.com/debevoise/termsOfUse.action">https://extranet.debevoise.com/debevoise/termsOfUse.action</a>, 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 <u>Publicity</u>. 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 <u>Indian taxpayer identification number</u>. 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 <u>Severability</u>. 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 <u>Entire agreement</u>. 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 <u>Liability cap.</u> 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/standardsregulations/code-conduct-firms/ and https://www.sra.org.uk/solicitors/standardsregulations/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/regulatoryrequirements/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 <u>Financial services</u>. 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 <u>Lien</u>. 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 <u>SRA Accounts Rules</u>. 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 <u>Dispute resolution</u>. If you are at any time dissatisfied with the service you are receiving from us, or with any of our statements, or would like to discuss with us any aspect of a Matter or how our service to you could be

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

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

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

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

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

- D.1 Details of Debevoise Shanghai. Debevoise & Plimpton Shanghai Representative Office ("Debevoise Shanghai") is located at 13/F Kerry Centre Tower One 1515 Nanjing Road West Shanghai, 200040, China. Debevoise Shanghai is licensed to operate as a foreign law firm in China by the Ministry of Justice. Under Ministry of Justice regulations, foreign law firms in China are permitted, amongst other things, to provide consultancy services on non-Chinese law and on international conventions and practices, and to provide information on the impact of the Chinese legal environment. Under the same regulations, foreign law firms in China are not permitted to practice Chinese law, including rendering legal opinions upon Chinese law. Debevoise Shanghai's services in the Matter do not constitute an opinion upon Chinese law. If you require such an opinion, you should obtain it from licensed Chinese counsel and we would be pleased to arrange for assistance.
- D.2. <u>Privacy and Data Protection</u>. 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 <u>Liability Cap</u>. 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. Case 24-22548-CMG Doc 597 Filed 12/05/25 Entered 12/05/25 12:31:51 Desc Main Document Page 29 of 87

Exhibit B

**Invoices** 

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

November 30, 2025

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

Invoice #: 2501540 Client Matter 27188.1012

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

Fees \$5,683.95

Charges and Disbursements \$0.00

TOTAL \$5,683.95

Case 24-22548-CMG Doc 597 Filed 12/05/25 Entered 12/05/25 12:31:51 Desc Main Document Page 31 of 87

Invoice Number: 2501540

# 27188.1012 – BUSINESS OPERATIONS

Date	Timekeeper	Narrative	Hours
10/06/25	Labovitz, M. Natasha	Review press reports re special committee report.	0.2
10/07/25	Labovitz, M. Natasha	Review press reports re special committee and examiners' report (0.3); coordinate response to press inquiry (0.2).	0.5
10/07/25	Heller, Rory	Correspond with FGS re article about hearing.	0.4
10/09/25	Labovitz, M. Natasha	Review press reports (0.2); correspond with Y. Wei [CCA] re same (0.1).	0.3
10/09/25	Worenklein, Elie J.	Phone call with E. Blum [BDO] re update on business operations and payments from subsidiaries.	0.3
10/10/25	Labovitz, M. Natasha	Review and comment on update to surety providers (0.2); review and comment on standby communications materials (0.2).	0.4
10/10/25	Heller, Rory	Correspond with J. Yang [CCA] re update to surety providers.	0.3
10/13/25	Labovitz, M. Natasha	Review and sign off on surety update.	0.2
10/13/25	Heller, Rory	Draft update email to surety providers $(0.2)$ ; circulate re same $(0.2)$ .	0.4
		Total Hours	3.0

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27188.1012 – BUSINESS OPERATIONS

#### TIMEKEEPER SUMMARY

Invoice Number: 2501540

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha		1.6	2,317.50	3,708.00
		Partner Total	1.6		\$3,708.00
Counsel	Worenklein, Elie J.		0.3	1,620.00	486.00
		Counsel Total	0.3		\$486.00
Associate	Heller, Rory		1.1	1,354.50	1,489.95
		Associate Total	1.1		\$1,489.95
		Matter Total	3.0		\$5,683.95

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

November 30, 2025

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

Invoice #: 2501541 Client Matter 27188.1008

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

Fees \$104,099.85

Charges and Disbursements \$2,246.86

TOTAL \$106,346.71

Invoice Number: 2501541

27188.1008 – CASE ADMINISTRATION

Date	Timekeeper	Narrative	Hours
10/01/25	Worenklein, Elie J.	Phone call with B. Mishkin re open workstreams.	0.1
10/01/25	Mishkin, Benjamin	Call with E. Worenklein re open workstreams.	0.1
10/02/25	Mishkin, Benjamin	Update WIP checklist.	0.3
10/02/25	Park, Junho	Send updated critical date list to group $(0.3)$ ; update docket files for attorney review $(0.2)$ ; send email to group re upcoming October 9 hearing $(0.1)$ .	0.6
10/03/25	Labovitz, M. Natasha	Review WIP and calendar dates reports (0.2); attend WIP call with E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin and J. Park (0.7).	0.9
10/03/25	Weisgerber, Erica S.	Participate in weekly Debevoise team WIP call with N. Labovitz, E. Worenklein, M. Godbe, R. Heller, S. Koboci, B. Mishkin and J. Park.	0.7
10/03/25	Worenklein, Elie J.	Phone call with M. Godbe re open workstreams (0.3); phone call with R. Heller re open workstreams (0.3); participate in weekly team WIP call with N. Labovitz, E. Weisgerber, M. Godbe, R. Heller, S. Koboci, B. Mishkin and J. Park (0.7).	1.3
10/03/25	Godbe, Michael C.	Participate in WIP call with N. Labovitz, E. Weisgerber, E. Worenklein, R. Heller, S. Koboci, B. Mishkin and J. Park (0.7); call with E. Worenklein re matter management (0.3).	1.0
10/03/25	Heller, Rory	Join WIP call with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, S. Koboci, B. Mishkin and J. Park (0.7); call with E. Worenklein re workstreams (0.3).	1.0
10/03/25	Koboci, Shefit	Participate in team WIP call with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, B. Mishkin and J. Park.	0.7
10/03/25	Mishkin, Benjamin	Continue to update WIP checklist (0.4); prepare for WIP meeting (0.1); attend same with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci and J. Park (0.7).	1.2
10/03/25	Park, Junho	Participate in WIP call re open items with N. Labovitz, E. Weisgerber, E. Worenklein, M. Godbe, R. Heller, S. Koboci, and B. Mishkin (0.7); incorporate E. Worenklein comments to critical date list (0.3).	1.0
10/06/25	Worenklein, Elie J.	Phone call with B. Mishkin re open workstreams (0.2); emails with team re status of open workstreams (0.4).	0.6
10/06/25	Heller, Rory	Attend weekly check-in meeting with client and litigation team re upcoming workstreams.	0.9
10/06/25	Mishkin, Benjamin	Meet with E. Worenklein re workstreams.	0.2
10/06/25	Park, Junho	Coordinate hearing logistics (0.6); update docket files for attorney review (0.4).	1.0
10/07/25	Labovitz, M. Natasha	Sign off on hearing agenda, including order of items.	0.2
10/07/25	Ceresa, Chris	Review draft hearing agenda.	0.3
10/07/25	Heller, Rory	Coordinate access to hearing with client.	0.3
10/07/25	Mishkin, Benjamin	Meet with J. Park re hearing logistics.	0.2

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Invoice Number: 2501541

27188.1008 – CASE ADMINISTRATION

Date	Timekeeper	Narrative	Hours
10/07/25	Park, Junho	Coordinate with B. Mishkin re hearing logistics (0.2); coordinate with M. Braccia re same (0.3); prepare binders and documents for upcoming hearing (5.9).	6.4
10/08/25	Heller, Rory	Send documents for hearing preparation to J. Park.	0.1
10/08/25	Koboci, Shefit	Correspond with N. Labovitz re hearing agenda (0.2); correspond with A. Milliaressis [Cole Schotz] re same (0.2).	0.4
10/08/25	Mishkin, Benjamin	Email A. Milliaressis [Cole Schotz] re hearing logistics (0.1); meet with J. Park re preparation for hearing (0.1).	0.2
10/08/25	Park, Junho	Prepare documents and binders for hearing (7.6); coordinate hearing logistics (1.8); update calendar event for hearing (0.6); circulate binders for Debevoise team (1.4); correspond with E. Weisgerber re hearing preparation (0.1); meet with B. Mishkin re hearing preparation (0.4).	11.6
10/09/25	Goodman, Mark P.	Attend omnibus hearing including waiting time and courthouse conferences with counsel (2.2); debrief with Y. Wei [CCA] and Debevoise team following hearing (0.3).	2.5
10/09/25	Labovitz, M. Natasha	Conference with D. Harris [Cole Schotz], W. Usatine [Cole Schotz], E. Abrams and others in preparation for omnibus hearing (0.7); attend omnibus hearing including waiting time and hallway conferences (2.2); follow up discussion with Y. Wei [CCA] and Debevoise team after hearing (0.3).	3.2
10/09/25	Weisgerber, Erica S.	Attend omnibus hearing including waiting time and courthouse conferences (2.2); debrief with Y. Wei [CCA] and Debevoise team following hearing (0.3).	2.5
10/09/25	Worenklein, Elie J.	Participate [partial] in hearing on BMLP standing motion and exclusivity motion.	1.4
10/09/25	Ceresa, Chris	Attend omnibus hearing including waiting time and hallway conferences (2.2); participate in debrief conference with client and Debevoise team (0.3).	2.5
10/09/25	Koboci, Shefit	Attend omnibus hearing including waiting time and hallway conferences (2.2); debrief with Y. Wei and Debevoise team following hearing (0.3).	2.5
10/09/25	Mishkin, Benjamin	Meet with J. Park re hearing logistics (0.2); attend omnibus hearing (2.2); debrief with Debevoise team and client (0.3); update WIP checklist (1.1); organize materials after hearing (0.3).	4.1
10/09/25	Park, Junho	Prepare checklist for Debevoise team for hearing (0.4); coordinate hearing logistics (0.7); meet with B. Mishkin re same (0.2); compile and send additional documents for hearing (0.9); update critical date list (0.5).	2.7
10/10/25	Labovitz, M. Natasha	Review WIP report and critical dates list (0.2); attend WIP call with E. Weisgerber, M. Godbe [partial], C. Ceresa, R. Heller, S. Koboci, B. Mishkin and J. Park (0.8).	1.0
10/10/25	Weisgerber, Erica S.	Participate in WIP call with N. Labovitz, M. Godbe [partial], C. Ceresa, R. Heller, S. Koboci, B. Mishkin and J. Park.	0.8
10/10/25	Worenklein, Elie J.	Mark up WIP report.	0.6

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Date	Timekeeper	Narrative	Hours
10/10/25	Ceresa, Chris	Participate in WIP call with N. Labovitz, E. Weisgerber, M. Godbe [partial] and Debevoise team.	0.8
10/10/25	Godbe, Michael C.	Participate [partial] in WIP call with N. Labovitz, E. Weisgerber, C. Ceresa, R. Heller, S. Koboci, B. Mishkin and J. Park.	0.4
10/10/25	Heller, Rory	Participate in WIP meeting with N. Labovitz, E. Weisgerber, M. Godbe [partial], C. Ceresa, S. Koboci, B. Mishkin and J. Park.	0.8
10/10/25	Koboci, Shefit	Participate in WIP call with N. Labovitz, E. Weisgerber, M. Godbe [partial], C. Ceresa, R. Heller, B. Mishkin and J. Park.	0.8
10/10/25	Mishkin, Benjamin	Finalize WIP checklist (0.2); participate in weekly meeting with N. Labovitz, E. Weisgerber, M. Godbe [partial], C. Ceresa, R. Heller, S. Koboci, and J. Park (0.8).	1.0
10/10/25	Park, Junho	Review and correspond with B. Mishkin re WIP (0.3); circulate updated critical date list (0.1); participate in weekly WIP call with N. Labovitz, E. Weisgerber, M. Godbe [partial], C. Ceresa, R. Heller, S. Koboci, and B. Mishkin (0.8); circulate new matter number to group (0.4); correspond with Cole Schotz team re transcript (0.2).	1.8
10/13/25	Worenklein, Elie J.	Participate in weekly call with CCA and Debevoise team re upcoming workstreams.	0.5
10/13/25	Heller, Rory	Attend weekly check-in meeting with client and Debevoise team.	0.5
10/13/25	Koboci, Shefit	Correspond with B. Mishkin re upcoming hearing.	0.2
10/13/25	Park, Junho	Correspond with E. Worenklein re hearing transcript.	0.1
10/14/25	Park, Junho	Correspond with Cole Schotz team re transcript updates.	0.1
10/15/25	Park, Junho	Update Debevoise team re mediation setup $(0.5)$ ; circulate transcript to team $(0.1)$ .	0.6
10/16/25	Worenklein, Elie J.	Conference with J. Park re open workstreams (0.2); conference with B. Mishkin re open workstreams (0.9); mark up WIP report (0.3).	1.4
10/16/25	Mishkin, Benjamin	Update WIP checklist (0.5); meet with E. Worenklein re open workstreams (0.9).	1.4
10/16/25	Park, Junho	Meet with E. Worenklein re case status (0.2); update docket files for attorney review (0.1); update calendar re hearing date (0.1); review weekly WIP (0.2); update critical date list (0.4).	1.0
10/17/25	Labovitz, M. Natasha	Review WIP report and case calendar $(0.2)$ ; review updates from WIP call $(0.2)$ ; review status re $10/21$ hearing $(0.1)$ .	0.5
10/17/25	Weisgerber, Erica S.	Participate in weekly Debevoise team WIP meeting with E. Worenklein, M. Godbe, C. Ceresa, R. Heller, B. Mishkin and J. Park.	0.6
10/17/25	Worenklein, Elie J.	Join in weekly WIP meeting with E. Weisgerber, M. Godbe, C. Ceresa, R. Heller, B. Mishkin and J. Park (0.6); recap of open WIP workstreams with J. Park (0.2).	0.8
10/17/25	Godbe, Michael C.	Participate in WIP meeting with E. Weisgerber, E. Worenklein, C. Ceresa, R. Heller, B. Mishkin and J. Park.	0.6

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Date	Timekeeper	Narrative	Hours
10/17/25	Heller, Rory	Join WIP meeting re open case workstreams with E. Weisgerber, E. Worenklein, M. Godbe, C. Ceresa, B. Mishkin and J. Park.	0.6
10/17/25	Mishkin, Benjamin	Prepare for WIP call (0.1); participate same with E. Weisgerber, E. Worenklein, M. Godbe, C. Ceresa, R. Heller, and J. Park (0.6).	0.7
10/17/25	Park, Junho	Participate in weekly WIP meeting with E. Weisgerber, E. Worenklein, M. Godbe, C. Ceresa, R. Heller, and B. Mishkin (0.6); call with E. Worenklein re workstreams status (0.2).	0.8
10/19/25	Park, Junho	Correspond with Debevoise team re October 21 hearing status (0.2); update docket files for attorney review (0.2).	0.4
10/20/25	Park, Junho	Correspond with E. Worenklein re October 21 hearing (0.1); check docket re same (0.1); check in with E. Worenklein re hearing (0.1).	0.3
10/23/25	Worenklein, Elie J.	Mark up weekly WIP report.	0.6
10/23/25	Mishkin, Benjamin	Update WIP checklist.	1.1
10/24/25	Labovitz, M. Natasha	Review WIP report (0.2); review update from WIP call (0.2); participate in weekly WIP meeting with E. Weisgerber, C. Ceresa, S. Koboci, B. Mishkin and J. Park (0.6).	1.0
10/24/25	Weisgerber, Erica S.	Participate in Debevoise team WIP meeting with N. Labovitz, E. Worenklein, C. Ceresa, S. Koboci, B. Mishkin and J. Park.	0.6
10/24/25	Worenklein, Elie J.	Participate in weekly team WIP meeting with N. Labovitz, E. Weisgerber, C. Ceresa, S. Koboci, B. Mishkin and J. Park.	0.6
10/24/25	Ceresa, Chris	Participate in WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, S. Koboci, B. Mishkin and J. Park.	0.6
10/24/25	Koboci, Shefit	Join WIP meeting with N. Labovitz, E. Weisgerber, E. Worenklein, C. Ceresa, B. Mishkin and J. Park.	0.6
10/24/25	Mishkin, Benjamin	Participate in WIP meeting re open workstreams with N. Labovitz, E. Weisgerber, E. Worenklein, C. Ceresa, S. Koboci, and J. Park.	0.6
10/24/25	Park, Junho	Review updated WIP chart (0.3); circulate updated critical date list to Debevoise team (0.3); participate in weekly WIP meeting with N. Labovitz, E. Weisgerber, C. Ceresa, S. Koboci, and B. Mishkin (0.6).	1.2
10/30/25	Worenklein, Elie J.	Mark up draft WIP report.	0.6
10/30/25	Mishkin, Benjamin	Update WIP checklist.	1.4
10/31/25	Labovitz, M. Natasha	Review WIP report (0.2); review updates from WIP call (0.2).	0.4
10/31/25	Weisgerber, Erica S.	Participate in weekly Debevoise team WIP meeting with E. Worenklein, C. Ceresa, R. Heller, S. Koboci, B. Mishkin and J. Park.	0.7
10/31/25	Worenklein, Elie J.	Participate in weekly team WIP meeting with E. Weisgerber, C. Ceresa, R. Heller, S. Koboci, B. Mishkin and J. Park (0.7); follow up call with R. Heller re omnibus hearings (0.2).	0.9
10/31/25	Ceresa, Chris	Participate in WIP meeting with E. Weisgerber, E. Worenklein and Debevoise team.	0.7

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Date	Timekeeper	Narrative	Hours
10/31/25	Heller, Rory	Review WIP (0.1); participate in WIP meeting with E. Weisgerber, E. Worenklein, C. Ceresa, S. Koboci, B. Mishkin and J. Park (0.7); discuss hearing scheduling with E. Worenklein (0.2); check schedules re same (0.2).	1.2
10/31/25	Koboci, Shefit	Participate in WIP meeting with E. Weisgerber, E. Worenklein, C. Ceresa, R. Heller, B. Mishkin and J. Park.	0.7
10/31/25	Mishkin, Benjamin	Participate in WIP meeting re open workstreams with E. Weisgerber, E. Worenklein, C. Ceresa, R. Heller, S. Koboci, and J. Park.	0.7
10/31/25	Park, Junho	Review WIP (0.2); update critical date list (0.2); participate in WIP meeting with E. Weisgerber, E. Worenklein, C. Ceresa, R. Heller, S. Koboci, and B. Mishkin (0.7).	1.1
		Total Hours	87.1

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#### TIMEKEEPER SUMMARY

Invoice Number: 2501541

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		2.5	2,317.50	5,793.75
	Labovitz, M. Natasha	a	7.2	2,317.50	16,686.00
	Weisgerber, Erica S.		5.9	2,025.00	11,947.50
		Partner Total	15.6		\$34,427.25
Counsel	Worenklein, Elie J.		9.4	1,620.00	15,228.00
		Counsel Total	9.4		\$15,228.00
Associate	Godbe, Michael C.		2.0	1,471.50	2,943.00
	Ceresa, Chris		4.9	1,458.00	7,144.20
	Heller, Rory		5.4	1,354.50	7,314.30
	Koboci, Shefit		5.9	1,287.00	7,593.30
	Mishkin, Benjamin		13.2	1,017.00	13,424.40
		Associate Total	31.4		\$38,419.20
Legal Assistant	Park, Junho		30.7	522.00	16,025.40
		Legal Assistant Total	30.7		\$16,025.40
		Matter Total	87.1		\$104,099.85

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### CHARGES AND DISBURSEMENTS SUMMARY

Invoice Number: 2501541

Description		Amount
Computer Assisted Legal Research		1,124.37
In-House Production		661.12
Travel		296.71
Working Meal		164.66
	Matter Total	\$2,246.86

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Debevoise & Plimpton

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

November 30, 2025

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

Invoice #: 2501543 Client Matter 27188.1015

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

Fees \$463.50

\$0.00

Charges and Disbursements

TOTAL \$463.50

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Invoice Number: 2501543

Date	Timekeeper	Narrative	Hours
10/02/25	Labovitz, M. Natasha	Review update from B. Mishkin re claims analysis.	0.2
		Total Hours	0.2

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#### TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha		0.2	2,317.50	463.50
		Partner Total	0.2		\$463.50
		Matter Total	0.2		\$463.50

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Debevoise & Plimpton

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

November 30, 2025

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

Invoice #: 2501548 Client Matter 27188.1026

 $FOR\ PROFESSIONAL\ SERVICES\ rendered\ through\ October\ 31,2025\ in\ connection\ with\ CONTESTED\ BMLP\ MATTERS$ 

Fees \$213,705.45

Charges and Disbursements

\$0.00

TOTAL \$213,705.45

# 27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
10/01/25	Weisgerber, Erica S.	Review and revise draft letter to Quinn re conflict issues (0.4); email with X. Zhou re same (0.2); conference with N Labovitz re same (0.2).	0.8
10/01/25	Zhou, Xiaoxiao	Conduct research re Quinn conflicts issues (1.2); email with E. Weisgerber re same (0.3); prepare response to Quinn Emanuel's letter dated September 25, 2025 (2.9).	4.4
10/02/25	Labovitz, M. Natasha	Review draft of Quinn conflict letter (0.2); correspond with M. Sirota [Cole Schotz] and Debevoise team re same (0.1).	0.3
10/02/25	Weisgerber, Erica S.	Email with Debevoise team and Cole Schotz teams re Quinn Emanuel issue.	0.3
10/02/25	Ceresa, Chris	Correspond with Debevoise team re declarations for objection to BMLP standing motion.	0.3
10/02/25	Koboci, Shefit	Draft E. Abrams declaration re standing objection.	4.5
10/02/25	Zhou, Xiaoxiao	Coordinate call among Debevoise, Cole Schotz team, and M. Bauer [Duane Morris] re Quinn conflict.	0.1
10/02/25	Park, Junho	Prepare declaration template for standing objection.	0.8
10/03/25	Labovitz, M. Natasha	Call with E. Weisgerber [partial], X. Zhou, M. Bauer and Cole Schotz team re Quinn conflict issue (0.5); review and sign off on revised correspondence re same (0.2); review cash transactions report (0.2).	0.9
10/03/25	Weisgerber, Erica S.	Email with X. Zhou re revisions to letter to Quinn (0.2); finalize letter to Quinn (0.2).	0.4
10/03/25	Worenklein, Elie J.	Call with S. Koboci re standing objection declaration.	0.4
10/03/25	Ceresa, Chris	Revise declarations in support of standing objection (1.1); correspond with J. Park and S. Koboci re same (0.4); meet with J. Park re declaration (0.2); correspond with Debevoise team re issues re same (0.6); conference with S. Koboci (0.4).	2.7
10/03/25	Heller, Rory	Circulate Quinn letter to X. Zhou.	0.3
10/03/25	Koboci, Shefit	Revise draft E. Abrams declaration (0.6); correspond with C. Ceresa and J. Park re same (0.2); draft further revisions (2.2); call with E. Worenklein re same (0.4); conference with C. Ceresa re same (0.4); incorporate further revisions from C. Ceresa (1.2); further revise E. Abrams declaration (3.2); review weekly cash reporting (0.2); send same to BMLP team (0.2).	8.6
10/03/25	Zhou, Xiaoxiao	Call with E. Weisgerber [partial], N. Labovitz, M. Bauer, W. Usatine, and M. Sirota re response to Quinn Emanuel's September 25 letter (0.5); revise draft response re same (0.6).	1.1
10/03/25	Park, Junho	Correspond with C. Ceresa re N. Labovitz declaration (0.1); incorporate comments to same (0.5); prepare exhibit to declaration for C. Ceresa review (0.9); further incorporate comments to declaration (0.3); meet with C. Ceresa re same (0.2).	2.0
10/04/25	Koboci, Shefit	Correspond with C. Ceresa re E. Abrams declaration (0.2); correspond with E. Worenklein re same (0.2); correspond with N. Labovitz re same (0.2).	0.6

27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
10/05/25	Labovitz, M. Natasha	Review and comment on declarations in support of standing objection (0.4); correspond with Debevoise team re same (0.2); further correspond with S. Koboci re same (0.2).	0.8
10/05/25	Weisgerber, Erica S.	Review BMLP standing motion (1.2); review CCA objection (1.6); revise Labovitz declaration and review exhibits (1.1); email with Debevoise team re same (0.4); revise draft Abrams declaration (1.5); email with M. Godbe re same (0.3).	6.1
10/05/25	Worenklein, Elie J.	Correspond with J. Park re witness and exhibit list for standing motion.	0.1
10/05/25	Ceresa, Chris	Correspond with Debevoise team re issues re declarations in support of standing objection.	0.4
10/05/25	Godbe, Michael C.	Email with E. Weisgerber re Abrams declaration.	0.2
10/05/25	Koboci, Shefit	Correspond with Debevoise team re declarations and standing objection (0.6); incorporate C. Ceresa comments to standing objection (2.2); correspond with A. Milliaressis re same (0.2); correspond with N. Labovitz re declaration (0.3); revise draft N. Labovitz declaration (0.4).	3.7
10/05/25	Park, Junho	Finalize and send exhibit re exclusivity reply (0.4); correspond with E. Worenklein re witness and exhibit list (0.1); send research precedent to E. Weisgerber (0.4).	0.9
10/06/25	Labovitz, M. Natasha	Review and sign off on declaration in support of standing objection (0.3); review and revise Abrams declaration (0.2); review and analyze BMLP reply brief on standing (0.6).	1.1
10/06/25	Ceresa, Chris	Correspond with S. Koboci and Debevoise team re filings re standing objection and hearing.	0.8
10/06/25	Koboci, Shefit	Draft email re status of standing objection filings (0.9); correspond with C. Ceresa re same (0.3); correspond with B. Mishkin re same (0.2); correspond with R. Heller re same (0.2); correspond with C. Ceresa and Debevoise team re standing motion and declarations (1.0); review declarations for proposed redactions (1.1).	3.7
10/06/25	Mishkin, Benjamin	Prepare and revise witness and exhibit list for standing motion objection filings (2.6); email A. Milliaressis [Cole Schotz] re filings (0.3).	2.9
10/06/25	Zhou, Xiaoxiao	Review materials related to E. Abrams testimony (1.3); prepare for direct and cross-examination prep (3.8).	5.1
10/06/25	Park, Junho	Finalize N. Labovitz declaration for filing.	0.2
10/07/25	Goodman, Mark P.	Review E. Abrams' declaration.	0.2
10/07/25	Labovitz, M. Natasha	Further review BMLP's standing response (0.4); correspond with W. Usatine [Cole Schotz] re hearing prep (0.1); call with C. Ceresa, E. Weisgerber, W. Usatine [Cole Schotz], M. Sirota [Cole Schotz], and M. Bauer [Duane Morris] re preparation for standing hearing (0.4); review Abrams declaration (0.2).	1.1
10/07/25	Weisgerber, Erica S.	Call to prep for standing hearing with W. Usatine [Cole Schotz], M. Sirota [Cole Schotz], M. Bauer [Duane Morris], N. Labovitz and C. Ceresa (0.4); prepare for standing hearing (1.2).	1.6

27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
10/07/25	Ceresa, Chris	Call with W. Usatine [Cole Schotz], M. Sirota [Cole Schotz], M. Bauer [Duane Morris], E. Weisgerber and N. Labovitz re preparation for standing hearing (0.4); analyze BMLP reply (0.5).	0.9
10/07/25	Heller, Rory	Review BMLP's standing motion reply.	0.6
10/07/25	Koboci, Shefit	Correspond with Cole Schotz team re standing objection filings (0.3); correspond with C. Ceresa re same (0.3).	0.6
10/07/25	Zhou, Xiaoxiao	Research precedent re standing motion (3.1); prepare for E. Abrams' direct and cross-examination prep (4.9).	8.0
10/08/25	Labovitz, M. Natasha	Compile documents for E. Weisgerber for witness prep (0.4); review all pleadings in preparation for hearing (1.2); call with E. Weisgerber re preparation for hearing and related strategy items (0.2); review letter response re Quinn conflict (0.3).	2.1
10/08/25	Weisgerber, Erica S.	Review BMLP reply re standing motion (0.6); prep with E Abrams, M. Bauer [Duane], W. Usatine [Cole Schotz], and X. Zhou (1.7); call with N. Labovitz re prep for hearing and strategy (0.2).	2.5
10/08/25	Worenklein, Elie J.	Analyze and comment on BMLP reply in support of standing motion prior to hearing.	0.6
10/08/25	Zhou, Xiaoxiao	Prepare outline for E. Abrams prep session for October 9 hearing (2.3); call with E. Abrams, M. Bauer [Duane], W. Usatine [Cole Schotz], and E. Weisgerber re October 9 hearing (1.7); draft email to E. Abrams re preparation for October 9 hearing (0.7).	4.7
10/09/25	Goodman, Mark P.	Review Quinn 10/8 letter re conflict issue (0.5); email re Quinn conflict issue (0.1).	0.6
10/09/25	Labovitz, M. Natasha	Review and comment on talking points re Quinn conflict.	0.3
10/09/25	Weisgerber, Erica S.	Prepare for court hearing re standing motion and related issues.	1.5
10/10/25	Labovitz, M. Natasha	Review cash transactions report for BMLP.	0.2
10/10/25	Heller, Rory	Coordinate response to Quinn Emanuel with X. Zhou.	0.6
10/10/25	Koboci, Shefit	Review weekly cash reporting (0.2); send same to BMLP team (0.2).	0.4
10/10/25	Zhou, Xiaoxiao	Correspond with R. Heller re letter response from Quinn Emanuel.	0.6
10/14/25	Goodman, Mark P.	Email with N. Labovitz re conflict issue.	0.2
10/14/25	Labovitz, M. Natasha	Review incoming Quinn letter (0.1); coordinate with R. Heller re Quinn conflict issue (0.1); correspond with M. Goodman and Debevoise team re same (0.1); review and sign off on letter re same (0.2).	0.5
10/14/25	Weisgerber, Erica S.	Review draft response letter to Quinn re conflict issue $(0.2)$ ; email with Debevoise team re same $(0.1)$ .	0.3
10/14/25	Heller, Rory	Draft response letter to Quinn (1.5); coordinate with N. Labovitz re same (0.6).	2.1
10/14/25	Zhou, Xiaoxiao	Conduct research re disputed matter.	0.9

# 27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
10/17/25	Labovitz, M. Natasha	Review weekly cash reporting $(0.1)$ ; review letter re Quinn conflict $(0.1)$ .	0.2
10/17/25	Heller, Rory	Coordinate with X. Zhao re letter to Quinn.	0.5
10/17/25	Koboci, Shefit	Review weekly cash reporting $(0.2)$ ; send same to BMLP team $(0.2)$ .	0.4
10/20/25	Zhou, Xiaoxiao	Conduct research re disputed matter (2.3); prepare motion re same (3.6).	5.8
10/21/25	Heller, Rory	Coordinate with X. Zhou re letter to Quinn.	0.6
10/21/25	Zhou, Xiaoxiao	Further draft BMLP motion.	7.3
10/22/25	Weisgerber, Erica S.	Review BMLP production of materials in response to Rule 2004 discovery.	0.2
10/22/25	Worenklein, Elie J.	Email exchange with X. Zhou re motion re disputed matter.	0.3
10/22/25	Heller, Rory	Coordinate with X. Zhou re response to Quinn.	0.5
10/22/25	Zhou, Xiaoxiao	Correspond with E. Worenklein re disputed matter motion (0.3); further conduct research re same (2.1); coordinate with R. Heller re Quinn response (0.5).	2.9
10/22/25	Park, Junho	Upload document production to BMLP to data room.	0.2
10/23/25	Labovitz, M. Natasha	Provide guidance re review of Rule 2004 materials.	0.2
10/23/25	Koboci, Shefit	Review Rule 2004 document productions at request of E. Weisgerber.	0.4
10/23/25	Zhou, Xiaoxiao	Research disputed matter (2.2); prepare motion re same (5.4).	7.6
10/23/25	Park, Junho	Coordinate access to data files from bank production.	0.3
10/24/25	Labovitz, M. Natasha	Review cash transfers report.	0.1
10/24/25	Worenklein, Elie J.	Phone call with X. Zhou re BMLP motion (0.6); research background questions for motion (0.7).	1.3
10/24/25	Koboci, Shefit	Review weekly cash reporting $(0.2)$ ; send same to BMLP team $(0.2)$ .	0.4
10/24/25	Zhou, Xiaoxiao	Further conduct research re disputed BMLP matter (10.5); call with E. Worenklein re same (0.6).	11.1
10/25/25	Goodman, Mark P.	Email with N. Labovitz re Quinn conflict issue.	0.2
10/25/25	Labovitz, M. Natasha	Correspond with M. Goodman re Quinn conflict (0.2); review and summarize Quinn correspondence re same (0.2).	0.4
10/25/25	Zhou, Xiaoxiao	Draft motion re disputed matter including legal research and review of evidentiary record.	12.0
10/26/25	Labovitz, M. Natasha	Correspond with E. Weisgerber, Quinn, and X. Zhou re Quinn conflict issue.	0.2
10/26/25	Weisgerber, Erica S.	Email with Quinn, N. Labovitz, and X. Zhou re inquiry re Quinn prior representations of CCA.	0.4
10/27/25	Park, Junho	Correspond with K. Riley [Quinn] re document production (0.1); upload same to data room for further attorney review (0.4).	0.5

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Invoice Number: 2501548

# 27188.1026 – CONTESTED BMLP MATTERS

Date	Timekeeper	Narrative	Hours
10/28/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re bank discovery from BMLP (0.4); call with S. Koboci re same (0.4).	0.8
10/28/25	Koboci, Shefit	Review Rule 2004 document productions (0.4); call with E. Worenklein re bank discovery from BMLP (0.4); share document production with CCA team (0.3).	1.1
10/28/25	Zhou, Xiaoxiao	Review client file produced by Quinn (0.2); call with E. Worenklein re bank document production (0.4).	0.6
10/28/25	Park, Junho	Coordinate secure data transfer re bank document production.	0.1
10/31/25	Labovitz, M. Natasha	Review cash transactions report.	0.1
		Total Hours	142.3

27188.1026 – CONTESTED BMLP MATTERS

#### TIMEKEEPER SUMMARY

Invoice Number: 2501548

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		1.2	2,317.50	2,781.00
	Labovitz, M. Natasha	ı	8.5	2,317.50	19,698.75
	Weisgerber, Erica S.		14.1	2,025.00	28,552.50
		Partner Total	23.8		\$51,032.25
Counsel	Worenklein, Elie J.		3.5	1,620.00	5,670.00
		Counsel Total	3.5		\$5,670.00
Associate	Godbe, Michael C.		0.2	1,471.50	294.30
	Ceresa, Chris		5.1	1,458.00	7,435.80
	Zhou, Xiaoxiao		72.2	1,458.00	105,267.60
	Heller, Rory		5.2	1,354.50	7,043.40
	Koboci, Shefit		24.4	1,287.00	31,402.80
	Mishkin, Benjamin		2.9	1,017.00	2,949.30
		Associate Total	110.0		\$154,393.20
Legal Assistant	Park, Junho		5.0	522.00	2,610.00
		Legal Assistant Total	5.0		\$2,610.00
		Matter Total	142.3		\$213,705.45

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

November 30, 2025

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

Invoice #: 2501542 Client Matter 27188.1009

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

Fees \$22,722.30

Charges and Disbursements

\$0.00

TOTAL \$22,722.30

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27188.1009 – CORPORATE GOVERNANCE & BOARD MATTERS Invoice Number: 2501542

Date	Timekeeper	Narrative	Hours
10/03/25	Labovitz, M. Natasha	Coordinate board meeting scheduling.	0.2
10/03/25	Heller, Rory	Coordinate board meeting.	0.3
10/06/25	Heller, Rory	Reschedule board meeting.	0.5
10/07/25	Labovitz, M. Natasha	Coordinate scheduling for board call.	0.1
10/07/25	Heller, Rory	Schedule board meeting.	0.3
10/08/25	Goodman, Mark P.	Attend board call with board members, F. Yudkin [Cole Schotz], E. Blum [BDO], J. Schwarz [BDO], C. Zhang [CCA], J. Li [CCA], N. Labovitz, and R. Heller.	0.9
10/08/25	Labovitz, M. Natasha	Prepare for board meeting (0.2); attend board update call with M. Goodman, R. Heller, CCA board of directors, E. Blum [BDO], and F. Yudkin [Cole Schotz] (0.9).	1.1
10/08/25	Heller, Rory	Attend board call with board members, F. Yudkin [Cole Schotz], E. Blum [BDO], J. Schwarz [BDO], C. Zhang [CCA], J. Li [CCA], N. Labovitz, and M. Goodman (0.9); draft and circulate update re board meeting to internal team (1.0).	1.9
10/13/25	Labovitz, M. Natasha	Coordinate re possible board update.	0.2
10/13/25	Heller, Rory	Prep for board meeting.	0.4
10/20/25	Goodman, Mark P.	Attend board call with board members, E. Blum [BDO], J. Li [CCA], N. Labovitz, and R. Heller.	1.0
10/20/25	Labovitz, M. Natasha	Attend board call (1.0); coordinate with E. Weisgerber in preparation for same (0.1); follow up with E. Abrams (0.4).	1.5
10/20/25	Weisgerber, Erica S.	Correspond with N. Labovitz re board call.	0.1
10/20/25	Heller, Rory	Attend board-meeting with CCA board of directors (1.0); coordinate follow-up questions post-board meeting (0.8).	1.8
10/23/25	Koboci, Shefit	Send update to special committee and Cole Schotz team re no decision on motion for leave.	0.4
10/24/25	Koboci, Shefit	Correspond with board re cancellation of board meeting.	0.2
10/31/25	Labovitz, M. Natasha	Coordinate with R. Heller and board members re scheduling of upcoming board meeting.	0.2
10/31/25	Worenklein, Elie J.	Email with team re BDO follow-up items from board meeting.	0.3
10/31/25	Heller, Rory	Reschedule board meeting (0.2); draft minutes (1.4).	1.6
		Total Hours	13.0

#### TIMEKEEPER SUMMARY

Invoice Number: 2501542

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		1.9	2,317.50	4,403.25
	Labovitz, M. Natasha		3.3	2,317.50	7,647.75
	Weisgerber, Erica S.		0.1	2,025.00	202.50
		Partner Total	5.3		\$12,253.50
Counsel	Worenklein, Elie J.		0.3	1,620.00	486.00
		Counsel Total	0.3		\$486.00
Associate	Heller, Rory		6.8	1,354.50	9,210.60
	Koboci, Shefit		0.6	1,287.00	772.20
		Associate Total	7.4		\$9,982.80
		Matter Total	13.0		\$22,722.30

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November 30, 2025

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

Invoice #: 2501538 Client Matter 27188.1004

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

Fees \$20,730.60

Charges and Disbursements \$0.00

TOTAL \$20,730.60

# 27188.1004 - DIP FINANCING

Date	Timekeeper	Narrative	Hours
10/03/25	Labovitz, M. Natasha	Review correspondence from DIP lender (0.2); correspond with M. Sirota [Cole Schotz] re same (0.2); call with A. Behlmann [Lowenstein] re same (0.3).	0.7
10/03/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re DIP draw, DIP budget and other workstreams.	0.6
10/09/25	Worenklein, Elie J.	Review DIP credit agreement re allocation of subsidiary receipts (0.3); phone call with S. Koboci re same (0.2).	0.5
10/09/25	Koboci, Shefit	Call with E. Worenklein re receipt allocation from subsidiaries under DIP credit agreement.	0.2
10/10/25	Labovitz, M. Natasha	Review DIP reporting and budget.	0.2
10/10/25	Koboci, Shefit	Correspond with E. Blum re DIP budget and assumptions (0.3); review DIP downward adjustment (0.3); send same to Lowenstein team (0.2).	0.8
10/15/25	Labovitz, M. Natasha	Call with E. Blum [BDO], J. Schwarz [BDO] and S. Koboci re DIP extension.	0.2
10/15/25	Koboci, Shefit	Call with E. Blum [BDO], J. Schwarz [BDO] and N. Labovitz to discuss proposed DIP extension.	0.2
10/21/25	Worenklein, Elie J.	Phone call with S. Koboci re DIP amendment motion and supplemental declaration (0.2); research DIP motion precedent (0.4).	0.6
10/21/25	Koboci, Shefit	Call with E. Worenklein re DIP amendment motion and declaration.	0.2
10/22/25	Labovitz, M. Natasha	Review DIP lender fee invoice.	0.2
10/22/25	Worenklein, Elie J.	Phone call with J. Schwarz [BDO] re DIP budget, DIP amendment and claims analysis.	0.7
10/23/25	Worenklein, Elie J.	Phone call with S. Koboci re DIP credit agreement question.	0.2
10/23/25	Koboci, Shefit	Call with E. Worenklein re DIP credit agreement.	0.2
10/24/25	Koboci, Shefit	Send update to N. Labovitz re supplemental declaration.	0.2
10/27/25	Worenklein, Elie J.	Call with E. Blum [BDO], J. Schwarz [BDO], A. Del Piano [BDO] and S. Koboci re DIP budget and other matters (0.7); recap of call with S. Koboci (0.3); revise draft email to team re same (0.4).	1.4
10/27/25	Koboci, Shefit	Call with E. Blum [BDO], J. Schwarz [BDO], A. Del Piano [BDO] and E. Worenklein re DIP budget and other matters (0.7); draft email to N. Labovitz re DIP budget update and other matters (0.4); correspond with E. Worenklein re same (0.3).	1.4
10/28/25	Labovitz, M. Natasha	Correspond with S. Koboci and E. Weisgerber re DIP budget updates and DIP lender invoices (0.2); consider and address timing of potential DIP amendment (0.2).	0.4
10/28/25	Weisgerber, Erica S.	Email with N. Labovitz and S. Koboci re DIP size and budget matters.	0.5
10/28/25	Worenklein, Elie J.	Phone call with S. Koboci re DIP budget and call with	0.3

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Lowenstein.

# 27188.1004 - DIP FINANCING

Date	Timekeeper	Narrative	Hours
10/28/25	Koboci, Shefit	Correspond with M. Liu [CCA] re DIP draw (0.1); correspond with Y. Wei [CCA] re bring down of reps (0.2); call with Lowenstein team to discuss DIP draw and other matters (0.4); call with E. Worenklein re same (0.3); correspond with N. Labovitz and E. Weisgerber re DIP budget and other matters (0.3); send Lowenstein team DIP draw request (0.2).	1.5
10/29/25	Labovitz, M. Natasha	Review status of DIP draw (0.1); correspond with E. Worenklein and E. Blum [BDO] re DIP extension approach (0.2).	0.3
10/29/25	Worenklein, Elie J.	Correspond with N. Labovitz and E. Blum [BDO] re DIP extension.	0.2
10/30/25	Worenklein, Elie J.	Phone call with S. Koboci and BDO team re DIP budget and extension.	0.6
10/30/25	Koboci, Shefit	Call with E. Worenklein and BDO team re DIP open items.	0.6
		Total Hours	12.9

27188.1004 - DIP FINANCING

#### TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha		2.0	2,317.50	4,635.00
	Weisgerber, Erica S.		0.5	2,025.00	1,012.50
		Partner Total	2.5		\$5,647.50
Counsel	Worenklein, Elie J.		5.1	1,620.00	8,262.00
		Counsel Total	5.1		\$8,262.00
Associate	Koboci, Shefit		5.3	1,287.00	6,821.10
		Associate Total	5.3		\$6,821.10
		Matter Total	12.9		\$20,730.60

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November 30, 2025

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

Invoice #: 2501544 Client Matter 27188.1017

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

Fees \$59,841.45

Charges and Disbursements

\$0.00

TOTAL \$59,841.45

27188.1017 – EMPLOYMENT & FEE APPLICATIONS

Date	Timekeeper	Narrative	Hours
10/04/25	Park, Junho	Draft second interim fee statement.	3.3
10/05/25	Park, Junho	Update interim fee application schedules and exhibits (5.5); send email to M. Godbe re update to fee application (0.2).	5.7
10/06/25	Worenklein, Elie J.	Correspond with J. Park re interim fee application.	0.5
10/06/25	Park, Junho	Send update to N. Labovitz re fee statement status (0.3); correspond with E. Worenklein re interim fee application (0.5); review fee statement (4.2).	5.0
10/08/25	Mishkin, Benjamin	Prepare interim fee app (1.2); meet with J. Park re exhibits (1.2); phone call with J. Park re fee app (0.2).	2.6
10/08/25	Park, Junho	Update to interim fee statement (1.9); meet with B. Mishkin re exhibits re same (1.2); further correspond with B. Mishkin re fee application question (0.2).	3.3
10/09/25	Godbe, Michael C.	Review fee application.	0.3
10/09/25	Mishkin, Benjamin	Continue to prepare interim fee application (2.6); research precedent re same for M. Godbe (0.2).	2.8
10/10/25	Godbe, Michael C.	Review fee application (1.5); call with B. Mishkin re same (0.2); call with J. Park re same (0.1).	1.8
10/10/25	Mishkin, Benjamin	Call with M. Godbe re interim fee app (0.3); revise interim fee re same (1.1); call with J. Park re same (0.1).	1.5
10/10/25	Park, Junho	Send background information to M. Godbe re fee application (0.1); speak to M. Godbe re same (0.1); speak with B. Mishkin re same (0.1).	0.3
10/11/25	Godbe, Michael C.	Revise fee application.	1.7
10/11/25	Mishkin, Benjamin	Revise interim fee app.	0.4
10/11/25	Park, Junho	Update fee statement.	1.9
10/12/25	Godbe, Michael C.	Correspond with B. Mishkin re status (0.1); review precedent re disclosures (0.7).	0.8
10/12/25	Mishkin, Benjamin	Call with M. Godbe re interim fee app $(0.1)$ ; revise interim fee app per same $(0.5)$ ; email interim fee app to N. Labovitz for review $(0.1)$ .	0.7
10/12/25	Park, Junho	Prepare fee statement exhibits.	1.9
10/13/25	Worenklein, Elie J.	Mark up draft interim fee application (0.5); phone call with M. Godbe re status of interim fee application (0.3); phone call with B. Mishkin re comments to interim fee application (0.3); further mark up draft application (0.2).	1.3
10/13/25	Godbe, Michael C.	Call with E. Worenklein re interim fee app (0.3); call with B. Mishkin re same (0.1).	0.4
10/13/25	Koboci, Shefit	Correspond with E. Blum [BDO] re interim fee application (0.2); correspond with Cole Schotz team re interim fee application (0.2); correspond with R. Heller re exclusionary screen (0.2); correspond with B. Theissen [Gibbons] re same (0.2); correspond with Duane Morris re interim fee application (0.2).	1.0

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27188.1017 – EMPLOYMENT & FEE APPLICATIONS Invoice Number: 2501544

Date	Timekeeper	Narrative	Hours
10/13/25	Mishkin, Benjamin	Call with M. Godbe re interim fee app (0.1); phone call with E. Worenklein re interim fee application (0.3); revise interim fee app per comments from E. Worenklein (2.8).	3.2
10/14/25	Labovitz, M. Natasha	Review and sign off on interim fee application.	0.7
10/14/25	Mishkin, Benjamin	Email CCA team re interim fee app (0.1); email N. Labovitz re same (0.1); review September fee statements (2.3); meet with J. Park re fee statement status (0.1).	2.6
10/14/25	Park, Junho	Meet with B. Mishkin re fee statement (0.1); correspond with accounting team re update (0.2).	0.3
10/15/25	Worenklein, Elie J.	Review final edits to interim fee application $(0.3)$ ; email with team re interim fee hearing $(0.2)$ ; phone call with B. Mishkin re same $(0.2)$ .	0.7
10/15/25	Mishkin, Benjamin	Call with A. Milliaressis [Cole Schotz] re interim fee app filing (0.1); finalize interim fee app (1.3); call with C. Zhang [CCA] re same (0.1); call with J. Park re interim fee app status (0.1); call with A. Milliaressis re filing notice (0.2); email Debevoise team re same (0.2); review September fee statement (0.9).	2.9
10/15/25	Park, Junho	Correspond with B. Mishkin re interim fee application status (0.1); review re same (0.2).	0.3
10/16/25	Labovitz, M. Natasha	Review docket and sign off on fee CNO.	0.2
10/16/25	Mishkin, Benjamin	Comment on September fee statement.	0.7
10/16/25	Park, Junho	Send draft of August fee statement 2025 CNO for E. Worenklein review (0.2); send same to N. Labovitz for further review (0.3); check docket for objections (0.1); finalize and send CNO to Cole Schotz for filing (0.1).	0.7
10/17/25	Worenklein, Elie J.	Comment on draft updated supplemental declaration.	0.2
10/17/25	Park, Junho	Coordinate additional search for Rule 2014 disclosures (0.2); review conflicts search results (0.2); update supplemental disclosures (0.4); update E. Worenklein re same (0.1); update IPL (0.2).	1.1
10/18/25	Mishkin, Benjamin	Comment on September fee statements.	2.0
10/19/25	Worenklein, Elie J.	Mark up draft September fee statement.	1.4
10/20/25	Park, Junho	Phone call with E. Worenklein re supplemental disclosures (0.1); research matter related to conflicts search hit (0.5); correspond with attorneys re Rule 2014 disclosure check (0.7); correspond with E. Worenklein re same (0.1.).	1.4
10/21/25	Park, Junho	Update September fee statement exhibits.	3.3
10/22/25	Worenklein, Elie J.	Mark up cover sheet for September fee statement.	0.4
10/22/25	Mishkin, Benjamin	Prepare September fee statement cover letter.	0.4
10/23/25	Park, Junho	Further update September 2025 fee statements with E. Worenklein comments.	3.2
10/24/25	Park, Junho	Review updated fee statement exhibits.	0.2

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27188.1017 – EMPLOYMENT & FEE APPLICATIONS Invoice Number: 2501544

Date	Timekeeper	Narrative	Hours
10/25/25	Park, Junho	Incorporate E. Worenklein comments to fee statement exhibits (1.7); update cover sheet for fee statement (1.1); compile fee statement (0.4); send updated fee statement to B. Mishkin and E. Worenklein (0.2).	3.4
10/28/25	Park, Junho	Send updated IPL to S. Koboci.	0.1
10/29/25	Mishkin, Benjamin	Comment on September fee statement.	0.4
10/29/25	Park, Junho	Correspond with B. Mishkin re fee statement revisions.	0.1
10/30/25	Mishkin, Benjamin	Final review of September fee statement (1.2); compile same for N. Labovitz review (0.2).	1.4
10/31/25	Worenklein, Elie J.	Email S. Koboci re updating Rule 2014 declaration.	0.4
10/31/25	Koboci, Shefit	Correspond with E. Worenklein re Rule 2014 declaration.	0.2
10/31/25	Park, Junho	Correspond with E. Worenklein re IPL (0.2); prepare and circulate IPL to professionals (0.6).	0.8
		Total Hours	69.9

27188.1017 – EMPLOYMENT & FEE APPLICATIONS

#### TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha	a	0.9	2,317.50	2,085.75
		Partner Total	0.9		\$2,085.75
Counsel	Worenklein, Elie J.		4.9	1,620.00	7,938.00
		Counsel Total	4.9		\$7,938.00
Associate	Godbe, Michael C.		5.0	1,471.50	7,357.50
	Koboci, Shefit		1.2	1,287.00	1,544.40
	Mishkin, Benjamin		21.6	1,017.00	21,967.20
		Associate Total	27.8		\$30,869.10
Legal Assistant	Park, Junho		36.3	522.00	18,948.60
		Legal Assistant Total	36.3		\$18,948.60
		Matter Total	69.9		\$59,841.45

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November 30, 2025

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

Invoice #: 2501549 Client Matter 27188.1027

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

Fees \$949.50

Charges and Disbursements \$0.00

TOTAL \$949.50

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# 27188.1027 – EXAMINER Invoice Number: 2501549

Date	Timekeeper	Narrative	Hours
10/03/25	Worenklein, Elie J.	Email with counsel for examiner re redacted examiner report (0.2); email with Cole Schotz team re same (0.1).	0.3
10/06/25	Labovitz, M. Natasha	Correspond with M. Sirota [Cole Schotz] re examiner request.	0.2
		Total Hours	0.5

27188.1027 – EXAMINER

#### TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Labovitz, M. Natasha		0.2	2,317.50	463.50
		Partner Total	0.2		\$463.50
Counsel	Worenklein, Elie J.		0.3	1,620.00	486.00
		Counsel Total	0.3		\$486.00
		Matter Total	0.5		\$949.50

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Debevoise & Plimpton

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

November 30, 2025

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

Invoice #: 2501539 Client Matter 27188.1010

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

Fees \$18,670.95

Charges and Disbursements

\$0.00

TOTAL \$18,670.95

27188.1010 – INVESTIGATION OF CAUSES OF ACTION

Date	Timekeeper	Narrative	Hours
10/03/25	Goodman, Mark P.	Review draft joint letter to Court re redactions of special committee report.	0.2
10/03/25	Labovitz, M. Natasha	Monitor letter re redaction disputes.	0.2
10/03/25	Worenklein, Elie J.	Call with R. Heller re special committee report filing.	0.3
10/03/25	Heller, Rory	Phone call with E. Worenklein to discuss filing of special committee report (0.3); circulate CCA's insert to joint letter (0.6).	0.9
10/05/25	Worenklein, Elie J.	Comment on updated draft letter re redaction dispute (0.2); email with McDermott re timing of special committee report filing (0.1).	0.3
10/06/25	Labovitz, M. Natasha	Correspond with R. Heller and E. Weisgerber re finalizing redactions and related letter submission (0.2); review and sign off on letter (0.2).	0.4
10/06/25	Heller, Rory	Review redactions to special committee report appendices (0.4); correspond with Lowenstein team re same (0.2); prepare redacted version of special committee report for filing (3.1); coordinate same with D. Harris [Cole Schotz] (0.7).	4.4
10/07/25	Heller, Rory	Circulate versions of redacted special committee report to J. Park.	0.4
10/08/25	Labovitz, M. Natasha	Coordinate with R. Heller and E. Weisgerber re preparation for hearing on sealing motion.	0.2
10/08/25	Worenklein, Elie J.	Email with R. Heller re motion to seal special committee report.	0.3
10/08/25	Heller, Rory	Email with E. Worenklein re motion to seal (0.4); coordinate with D. Harris [Cole Schotz] re sealing motion (0.7).	1.1
10/10/25	Labovitz, M. Natasha	Monitor correspondence re closing out redactions order and confidentiality issue.	0.2
10/10/25	Heller, Rory	Coordinate with D. Harris [Cole Schotz] on draft order for motion to seal SC report.	0.5
10/13/25	Weisgerber, Erica S.	Review and comment on draft sealing order re special committee report (0.3); email with R. Heller and Cole Schotz team re same (0.2).	0.5
10/13/25	Worenklein, Elie J.	Mark up proposed order to seal special committee report.	0.3
10/13/25	Heller, Rory	Incorporate comments to order granting motion seal special committee report.	0.8
10/17/25	Labovitz, M. Natasha	Monitor progress re finalizing sealing order.	0.2
10/18/25	Weisgerber, Erica S.	Review BMLP edits to sealing order (0.1); email revised draft order to Cole Schotz team re same (0.2).	0.3
10/20/25	Weisgerber, Erica S.	Review BMLP revisions to sealing order.	0.2
10/20/25	Worenklein, Elie J.	Further comment on draft order to seal report.	0.3
		Total Hours	12.0

27188.1010 – INVESTIGATION OF CAUSES OF ACTION

#### TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		0.2	2,317.50	463.50
	Labovitz, M. Natasha		1.2	2,317.50	2,781.00
	Weisgerber, Erica S.		1.0	2,025.00	2,025.00
		Partner Total	2.4		\$5,269.50
Counsel	Worenklein, Elie J.		1.5	1,620.00	2,430.00
		Counsel Total	1.5		\$2,430.00
Associate	Heller, Rory		8.1	1,354.50	10,971.45
		Associate Total	8.1		\$10,971.45
		Matter Total	12.0		\$18,670.95

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Debevoise & Plimpton

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

November 30, 2025

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

Invoice #: 2501550 Client Matter 27188.1028

FOR PROFESSIONAL SERVICES rendered through October 31, 2025 in connection with MEDIATION

Fees \$76,817.25

Charges and Disbursements \$0.00

TOTAL \$76,817.25

### 27188.1028 - MEDIATION

Date	Timekeeper	Narrative	Hours
10/09/25	Goodman, Mark P.	Call with E. Chesler re potential mediation and email re same.	0.3
10/09/25	Labovitz, M. Natasha	Correspond with E. Weisgerber, E. Abrams and Cole Schotz team re dates for mediation.	0.2
10/10/25	Goodman, Mark P.	Email with Debevoise team re mediation.	0.2
10/10/25	Labovitz, M. Natasha	Work to set timing, bankruptcy mediator identity, and related details re mediation (0.3); correspond with Debevoise team re potential format of mediation (0.3).	0.6
10/10/25	Heller, Rory	Review and prepare form mediation order.	0.4
10/10/25	Koboci, Shefit	Correspond with A. Costin re information screen re mediator connection (0.2) correspond with N. Labovitz re same (0.2); fill out information screen form (0.3).	0.7
10/11/25	Goodman, Mark P.	Email with Debevoise team re scheduling mediation.	0.2
10/11/25	Labovitz, M. Natasha	Correspond with M. Goodman and E. Weisgerber re mediation path forward (0.2); correspond with Y. Wei [CCA] and C. Zhang [CCA] re same (0.2).	0.4
10/13/25	Labovitz, M. Natasha	Correspond with E. Weisgerber and J. Park re preparation for mediation (0.2); correspond with E. Abrams re same (0.2); correspond with B. Theisen [Gibbons] and Cole Schotz team re scheduling and confirming November 20 date (0.2); correspond with Debevoise team re same (0.1).	0.7
10/13/25	Park, Junho	Correspond with C. Ceresa re upcoming mediation logistics (0.2); coordinate with M. Braccia and conference center re rooms for mediation (0.6); correspond with E. Weisgerber re room reservations and setups (0.4).	1.2
10/14/25	Labovitz, M. Natasha	Correspond with Cole Schotz team and M. Goodman re mediation process.	0.3
10/14/25	Heller, Rory	Review precedent mediation statements (1.1); draft timeline for mediation statement (1.1).	2.2
10/15/25	Heller, Rory	Discuss mediation statement outline with S. Koboci (0.4); update same (0.6).	1.0
10/15/25	Koboci, Shefit	Meet with R. Heller re mediation statement.	0.4
10/16/25	Labovitz, M. Natasha	Provide guidance re moving mediation order forward.	0.3
10/16/25	Weisgerber, Erica S.	Email with Debevoise team re draft mediation order (0.2); email with M. Goodman and E. Chesler re logistics questions (0.1).	0.3
10/16/25	Park, Junho	Circulate mediation order precedent to group.	0.1
10/17/25	Goodman, Mark P.	Call with E. Chesler and E. Weisgerber re mediation logistics.	0.5
10/17/25	Labovitz, M. Natasha	Correspond with E. Weisgerber re mediation next steps (0.2); correspond and call with E. Abrams re same (0.2).	0.4
10/17/25	Weisgerber, Erica S.	Call with M. Goodman and E. Chesler re mediation logistics (0.5); correspond with N. Labovitz re same (0.1).	0.6
10/17/25	Koboci, Shefit	Draft mediation brief outline.	1.5
10/18/25	Labovitz, M. Natasha	Review updates and base form re mediation order.	0.3

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# 27188.1028 - MEDIATION

Date	Timekeeper	Narrative	Hours
10/18/25	Weisgerber, Erica S.	Revise draft mediation order for CCA/BMLP/CSCEC Holding mediation (0.4); email Cole Schotz team re same (0.1).	0.5
10/18/25	Koboci, Shefit	Draft mediation order (1.6); correspond with E. Weisgerber re same (0.3).	1.9
10/19/25	Goodman, Mark P.	Email with E. Weisgerber and E. Worenklein re draft mediation order.	0.2
10/19/25	Weisgerber, Erica S.	Review updated mediation order/edits from co-counsel re same.	0.3
10/19/25	Worenklein, Elie J.	Email with M. Goodman and E. Weisgerber re comment on draft mediation order.	0.3
10/20/25	Labovitz, M. Natasha	Correspond with M. Goodman and E. Weisgerber re client meeting in preparation for mediation (0.2); analysis re intercompany claims and asset values in preparation for mediation (0.3); correspond with S. Koboci re same (0.1); review and analyze proposed revisions to mediation order (0.2).	0.7
10/20/25	Weisgerber, Erica S.	Call with M. Goodman re mediation next steps for client update (0.2); review BMLP edits to mediation order (0.3); email with Cole Schotz and CCA counsel team re same (0.2).	0.7
10/20/25	Worenklein, Elie J.	Mark up draft mediation order from BMLP.	0.2
10/20/25	Heller, Rory	Coordinate care package of materials for mediators.	0.4
10/20/25	Koboci, Shefit	Correspond with N. Labovitz re plan structural subordination question (0.4); correspond with BDO team re same (0.2).	0.6
10/21/25	Goodman, Mark P.	Email with N. Labovitz re mediation order.	0.2
10/21/25	Labovitz, M. Natasha	Email with M. Goodman re revised mediation order.	0.1
10/21/25	Weisgerber, Erica S.	Review BMLP's edits to mediation order $(0.1)$ ; email with Cole Schotz re same $(0.1)$ .	0.2
10/21/25	Mishkin, Benjamin	Prepare mediator care package.	0.2
10/22/25	Goodman, Mark P.	Meet with client and N. Labovitz [partial] re mediation and related issues.	1.9
10/22/25	Labovitz, M. Natasha	Prepare for client meeting (0.3); meet [partial] with M. Goodman, Y. Wei [CCA], and client team re mediation background and preparation (1.4).	1.7
10/22/25	Weisgerber, Erica S.	Email with BMLP team, Cole Schotz team, and CSCEC Holding re mediation order and mediation logistics.	0.4
10/23/25	Goodman, Mark P.	Email re status of mediation order and location of mediation.	0.2
10/23/25	Labovitz, M. Natasha	Respond to E. Blum questions re mediation materials and analysis (0.2); review updated BDO analysis (0.3); review updates re finalizing mediation order (0.1); correspond with S. Koboci and E. Abrams re timing of appeal decision (0.1).	0.7
10/24/25	Labovitz, M. Natasha	Correspond with S. Koboci re recovery analysis $(0.2)$ ; review BDO analysis re same $(0.2)$ ; sign off on mediation order $(0.1)$ .	0.5
10/24/25	Weisgerber, Erica S.	Review proposed final mediation order (0.2); email with Lowenstein team and E. Worenklein re same (0.2); send mediation order and logistics email to Judge Papalia and E. Chesler (0.3).	0.7

# 27188.1028 - MEDIATION

Date	Timekeeper	Narrative	Hours
10/24/25	Worenklein, Elie J.	Email exchange with Lowenstein team and E. Weisgerber re mediation order approval (0.1); email with S. Koboci re recovery analysis (0.1).	0.2
10/24/25	Koboci, Shefit	Draft mediation brief outline at request of E. Weisgerber (4.9); correspond with E. Worenklein re recovery analysis issue (0.2).	5.1
10/26/25	Goodman, Mark P.	Email with J. Buchdahl [Susman] and N. Labovitz re mediation logistics.	0.2
10/26/25	Labovitz, M. Natasha	Coordinate with J. Buchdahl [Susman] and M. Goodman re mediation preparation efforts.	0.2
10/26/25	Park, Junho	Correspond with Debevoise team re mediation setup (0.6); correspond with conference center re additional requests (0.3).	0.9
10/27/25	Park, Junho	Coordinate with conference center mediation logistics.	0.5
10/28/25	Labovitz, M. Natasha	Coordinate with E. Weisgerber and E. Abrams re outreach to mediators and next steps (0.2); review initial draft of mediation brief outline (0.4); review analysis from S. Koboci re recovery analysis updates (0.2).	0.8
10/28/25	Weisgerber, Erica S.	Email with mediators re request for information (0.3); email with Cole Schotz and Debevoise team re mediation-related issues (0.5).	0.8
10/28/25	Heller, Rory	Review mediation outline draft (1.2); correspond with S. Koboci re same (0.3).	1.5
10/28/25	Koboci, Shefit	Revise mediation brief outline (1.6); correspond with R. Heller re same (0.3); make further revisions to mediation brief (0.8); draft email to mediators re conflicts (0.7).	3.4
10/29/25	Goodman, Mark P.	Call with Y. Wei [CCA] re mediation.	0.2
10/29/25	Park, Junho	Correspond with conference center re arrangements re mediation.	0.2
10/30/25	Worenklein, Elie J.	Phone call with C. Zhang [CCA] re mediation logistics.	0.3
10/30/25	Heller, Rory	Review outline and potential next steps.	0.9
10/31/25	Goodman, Mark P.	Call with E. Weisgerber re mediation prep and strategy.	0.6
10/31/25	Labovitz, M. Natasha	Review and coordinate response re mediation (0.4); call with E. Weisgerber re same (0.2); correspond with R. Heller re same (0.2); review and update list of items to be provided to mediators (0.3); correspond with E. Abrams re same (0.2); coordinate analysis workstreams in preparation for mediation (0.4); correspond with E. Blum [BDO] and E. Abrams re BDO analysis (0.2).	1.9
10/31/25	Weisgerber, Erica S.	Email with E. Abrams and N. Labovitz re mediation strategy and preparation (0.4); call with E. Abrams re mediation prep (0.2); call with M. Goodman re mediation prep and strategy (0.6); call with N. Labovitz re same (0.2); emails with Debevoise team re mediation care package for mediators (0.3); email with Debevoise team re materials for mediators (0.3).	2.0
10/31/25	Heller, Rory	Coordinate response re mediation.	0.4
		Total Hours	45.5

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#### TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		4.7	2,317.50	10,892.25
	Labovitz, M. Natasha	l	9.8	2,317.50	22,711.50
	Weisgerber, Erica S.		6.5	2,025.00	13,162.50
		Partner Total	21.0		\$46,766.25
Counsel	Worenklein, Elie J.		1.0	1,620.00	1,620.00
		Counsel Total	1.0		\$1,620.00
Associate	Heller, Rory		6.8	1,354.50	9,210.60
	Koboci, Shefit		13.6	1,287.00	17,503.20
	Mishkin, Benjamin		0.2	1,017.00	203.40
		Associate Total	20.6		\$26,917.20
Legal Assistant	Park, Junho		2.9	522.00	1,513.80
		Legal Assistant Total	2.9		\$1,513.80
		Matter Total	45.5		\$76,817.25

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Debevoise & Plimpton

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

November 30, 2025

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

Invoice #: 2501545 Client Matter 27188.1020

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

Fees \$18,014.63

Charges and Disbursements

\$0.00

TOTAL \$18,014.63

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Invoice Number: 2501545

### 27188.1020 – NON-WORKING TRAVEL

Date	Timekeeper	Narrative	Hours
10/09/25	Goodman, Mark P.	Travel from Katonah, NY to Trenton, NJ for omnibus hearing (1.3); non-working travel from Trenton, NJ to NY office (0.7).	2.0
10/09/25	Labovitz, M. Natasha	Travel to and from court hearing in Trenton.	3.5
10/09/25	Weisgerber, Erica S.	Travel to and from Trenton for court hearing.	3.0
10/09/25	Ceresa, Chris	Travel from Debevoise office to bankruptcy court for hearing (1.4); return travel re same (1.5).	2.9
10/09/25	Koboci, Shefit	Travel to Trenton, NJ for omnibus hearing (2.1); Travel back to office from hearing (2.1).	4.2
10/09/25	Mishkin, Benjamin	Travel to Trenton for hearing (1.0); Travel back from Trenton (1.0).	2.0
10/09/25	Zhou, Xiaoxiao	Travel to and from Trenton, NJ for omnibus hearing.	3.8
		Total Hours	21.4

27188.1020 – NON-WORKING TRAVEL

#### TIMEKEEPER SUMMARY

Invoice Number: 2501545

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		2.0	1,158.75	2,317.50
	Labovitz, M. Natasha		3.5	1,158.75	4,055.63
	Weisgerber, Erica S.		3.0	1,012.50	3,037.50
		Partner Total	8.5		\$9,410.63
Associate	Ceresa, Chris		2.9	729.00	2,114.10
	Zhou, Xiaoxiao		3.8	729.00	2,770.20
	Koboci, Shefit		4.2	643.50	2,702.70
	Mishkin, Benjamin		2.0	508.50	1,017.00
		Associate Total	12.9		\$8,604.00
		Matter Total	21.4		\$18,014.63

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Debevoise & Plimpton

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

November 30, 2025

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

Invoice #: 2501546 Client Matter 27188.1021

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

Fees \$68,082.30

Charges and Disbursements

\$0.00

TOTAL \$68,082.30

Invoice Number: 2501546

27188.1021 – PLAN & DISCLOSURE STATEMENT

Date	Timekeeper	Narrative	Hours
10/01/25	Labovitz, M. Natasha	Correspond with E. Blum [BDO] re further analysis (0.1); consider and respond to updates from M. Godbe re same (0.3); correspond with E. Abrams re settlement analysis (0.2); review draft exclusivity reply brief (0.3).	0.9
10/01/25	Godbe, Michael C.	Participate in call with BDO team and E. Abrams re plan negotiations (0.2); summarize same (0.2); answer N. Labovitz question re same (0.1).	0.5
10/01/25	Koboci, Shefit	Draft revised exclusivity reply brief (2.1); correspond with J. Schwarz [BDO] re brief (0.2).	2.3
10/03/25	Labovitz, M. Natasha	Review draft of analysis requested by E. Abrams (0.3); call with M. Godbe and R. Heller to discuss same (0.6); review and comment on revised analysis (0.4); review and coordinate response to request from A. Behlmann [Lowenstein] for plan discussion (0.2); correspond with E. Abrams, Cole Schotz team, M. Bauer, M. Godbe and R. Heller re path forward (0.3).	1.8
10/03/25	Weisgerber, Erica S.	Participate [partial] in call with E Abrams, M. Bauer, Cole Schotz team, and Debevoise team re negotiations with BMLP and CSCEC Holding.	0.4
10/03/25	Godbe, Michael C.	Call with N. Labovitz and R. Heller (0.6); revise draft counterproposals re same (2.1).	2.7
10/03/25	Heller, Rory	Discuss plan counterproposal with N. Labovitz and M. Godbe (0.6); draft same (4.1); circulate to special committee and advisors (0.4).	5.1
10/04/25	Goodman, Mark P.	Call with N. Labovitz and E. Weisgerber re plan negotiations (0.3); call with E. Abrams, M. Bauer [Duane Morris], M. Sirota [Cole Schotz], N. Labovitz, M. Godbe, and R. Heller re settlement counterproposal discussion (0.9).	1.2
10/04/25	Labovitz, M. Natasha	Further review and revise counterproposal deck (0.3); call with E. Abrams, M. Goodman, R. Heller, M. Godbe, M. Sirota [Cole Schotz], and M. Bauer [Duane Morris] re same (0.9); follow up correspondence with R. Heller re same (0.2); conference with M. Goodman and E. Weisgerber re path forward (0.3).	1.7
10/04/25	Weisgerber, Erica S.	Call with M. Goodman and N. Labovitz re counterproposal.	0.3
10/04/25	Godbe, Michael C.	Revise draft settlement materials (0.6); call with E. Abrams, M. Bauer [Duane Morris], M. Sirota [Cole Schotz], N. Labovitz, M. Goodman, and R. Heller re settlement counterproposal discussion (0.9).	1.5
10/04/25	Heller, Rory	Call with E. Abrams, M. Bauer [Duane Morris], M. Sirota [Cole Schotz], N. Labovitz, M. Goodman, and M. Godbe re settlement counterproposal discussion (0.9); revise counterproposal (1.1).	2.0
10/04/25	Park, Junho	Correspond with S. Koboci re exclusivity reply.	0.1
10/05/25	Goodman, Mark P.	Email with N. Labovitz re settlement counterproposal (0.1); review revised draft slides re settlement counterproposal (0.1); email re same and next steps (0.1).	0.3
10/05/25	Labovitz, M. Natasha	Comment on revised counterproposal (0.3); review and send comment on exclusivity reply pleading to S. Koboci (0.5); finalize counterproposal for transmittal (0.3).	1.1

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27188.1021 – PLAN & DISCLOSURE STATEMENT Invoice Number: 2501546

Date	Timekeeper	Narrative	Hours
10/05/25	Weisgerber, Erica S.	Review and revise draft exclusivity reply brief.	0.3
10/05/25	Worenklein, Elie J.	Comment on draft plan proposal (0.4); mark up draft declaration of E. Abrams re settlement discussions (0.4); comment on exclusivity reply and exhibits (1.1).	1.9
10/05/25	Godbe, Michael C.	Revise draft counterproposal materials.	0.8
10/05/25	Godbe, Michael C.	Respond to information requests re exclusivity declaration.	0.6
10/05/25	Heller, Rory	Further revise counterproposal.	1.8
10/05/25	Koboci, Shefit	Correspond with N. Labovitz re exclusivity reply exhibit.	0.2
10/06/25	Goodman, Mark P.	Email Debevoise team re plan negotiations.	0.2
10/06/25	Labovitz, M. Natasha	Correspond re transmittal of counterproposal (0.2); call with E. Abrams, Cole Schotz team, M. Bauer [Duane Morris], Lowenstein team, M. Shea [BRG], R. Heller, and M. Godbe re potential settlement (0.7); follow up with E. Abrams re same (0.2); review and revise exclusivity reply brief (0.4); correspond with C. Zhang [CCA] re review of same (0.2); further edit exhibit to same (0.2).	1.9
10/06/25	Worenklein, Elie J.	Review updated exclusivity reply and exhibit.	0.6
10/06/25	Godbe, Michael C.	Prepare for settlement discussions (0.2); participate in call with A. Behlmann [Lowenstein], J. Cohen [Lowenstein], R. Chahil [Lowenstein], M. Shea [BRG], E. Abrams, Cole Schotz team, M. Bauer [Duane Morris], N. Labovitz, and R. Heller re plan negotiations (0.7).	0.9
10/06/25	Heller, Rory	Attend call with A. Behlmann [Lowenstein], J. Cohen [Lowenstein], R. Chahil [Lowenstein], M. Shea [BRG], E. Abrams, Cole Schotz team, M. Bauer [Duane Morris], N. Labovitz and M. Godbe to discuss plan negotiations (0.7); prepare for same (0.4).	1.1
10/06/25	Koboci, Shefit	Correspond with J. Schwarz [BDO] re open items on exclusivity reply (0.3); correspond with E. Worenklein re same (0.2); revise exclusivity reply (2.4); correspond with Cole Schotz team re exclusivity (0.2); correspond with Duane Morris re same (0.2); further revise exclusivity reply (0.8); correspond with CCA team re exclusivity reply (0.3); correspond with N. Labovitz re exclusivity (0.2); further revise exclusivity reply (0.9).	5.5
10/07/25	Goodman, Mark P.	Review Debtor's reply to BMLP's exclusivity reservation of rights.	0.3
10/07/25	Heller, Rory	Draft overview for team re settlement meeting with CSCEC Holding (3.8); circulate same to internal team (0.1).	3.9
10/14/25	Labovitz, M. Natasha	Review entered exclusivity order.	0.1
10/24/25	Koboci, Shefit	Correspond with N. Labovitz re plan structural question (0.2); correspond with BDO team re same (0.2).	0.4
		Total Hours	42.4

27188.1021 – PLAN & DISCLOSURE STATEMENT

#### TIMEKEEPER SUMMARY

Invoice Number: 2501546

Title	Timekeeper		Hours	Rate	Amount
Partner	Goodman, Mark P.		2.0	2,317.50	4,635.00
	Labovitz, M. Natasha		7.5	2,317.50	17,381.25
	Weisgerber, Erica S.		1.0	2,025.00	2,025.00
		Partner Total	10.5		\$24,041.25
Counsel	Worenklein, Elie J.		2.5	1,620.00	4,050.00
		Counsel Total	2.5		\$4,050.00
Associate	Godbe, Michael C.		7.0	1,471.50	10,300.50
	Heller, Rory		13.9	1,354.50	18,827.55
	Koboci, Shefit		8.4	1,287.00	10,810.80
		Associate Total	29.3		\$39,938.85
Legal Assistant	Park, Junho		0.1	522.00	52.20
	1	Legal Assistant Total	0.1		\$52.20
		Matter Total	42.4		\$68,082.30

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Debevoise & Plimpton

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November 30, 2025

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

Invoice #: 2501547 Client Matter 27188.1024

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

Fees \$486.00

Charges and Disbursements \$0.00

TOTAL \$486.00

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## 27188.1024 – REPORTING Invoice Number: 2501547

Date	Timekeeper	Narrative	Hours
10/21/25	Worenklein, Elie J.	Comment on draft MOR for September.	0.3
		Total Hours	0.3

27188.1024 – REPORTING Invoice Number: 2501547

#### TIMEKEEPER SUMMARY

Title	Timekeeper		Hours	Rate	Amount
Counsel	Worenklein, Elie J.		0.3	1,620.00	486.00
		Counsel Total	0.3		\$486.00
		Matter Total	0.3		\$486.00

## **Description of Disbursements for the Compensation Period**

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
		Computer		
		Assisted		
9/3/2025	Ceresa, Chris	Research	Lexis Services	\$167.50
		Computer		
0 /2 /2 0 2 2		Assisted		
9/3/2025	Ceresa, Chris	Research	Lexis Services	\$280.34
		Computer		
0/2/2025	G G1 :	Assisted	W. d	¢157.42
9/3/2025	Ceresa, Chris	Research	Westlaw	\$157.43
	Daniel Dommary	Computer Assisted		
9/4/2025	Daniel, Ronney C.	Research	Westlaw	\$220.55
9/4/2023	C.	Computer	Westiaw	\$220.33
		Assisted		
9/9/2025	Fawaz, Basil	Research	Westlaw	\$236.15
7/7/2025	1 awaz, Basii	Computer	**CStia**	Ψ230.13
		Assisted		
9/9/2025	Fawaz, Basil	Research	Westlaw	\$55.14
	,	Computer		*
		Assisted		
9/9/2025	Fawaz, Basil	Research	Westlaw	\$3.63
		Computer		
		Assisted		
9/11/2025	Fawaz, Basil	Research	Westlaw	\$3.63
		Travel	Vendor: Park, Junho Invoice#:	
			7748262610260600 Taxi;	
10/6/2025	Park, Junho		10/06/2025; Late Night Taxi	\$32.85
		Parking	Vendor: Park, Junho Invoice#:	
			7748262610260600 Parking;	
10/6/2025	Park, Junho		10/06/2025; Parking	\$20.00
		Late Night	Vendor: Park, Junho Invoice#:	
		Working Meal	7748262610260600 Night/Weekend	
10/6/2025	Dauly Issue		Working Meals; 10/06/2025; Late	<b>621.0</b> 6
10/6/2025	Park, Junho	In house	Night Meal	\$31.06
10/7/2025	Walwyn, Warren	In-house	Dunlicating Sarvices	\$27.90
10/ //2023	Walwyn,	Duplication In-house	Duplicating Services	\$37.80
10/7/2025	Warren	Duplication	Duplicating Services	\$3.50
10///2023	Edwards,	In-house	Duplicating Services	\$3.30
10/7/2025	Albert	Duplication	Duplicating Services	\$200.00
10/1/2023	Albert	Duplication	Duplicating oct vices	<b>\$</b> Δ <b>00.00</b>

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
	Edwards,	In-house		
10/7/2025	Albert	Duplication	Duplicating Services	\$49.12
10/5/0005	Edwards,	In-house		<b>42</b> 00
10/7/2025	Albert	Duplication	Duplicating Services	\$3.00
10/0/2025	Precost-New	In-house		Φ2.50
10/8/2025	York, D&P	Duplication	Duplicating Services	\$2.50
10/0/2025	Precost-New	In-house		Ф10 <b>2 7</b> 0
10/8/2025	York, D&P	Duplication	Duplicating Services	\$192.50
10/0/2025	Edwards,	In-house		Φ.CO. 40
10/8/2025	Albert	Duplication	Duplicating Services	\$68.40
10/0/2025	Edwards,	In-house		Φ2.00
10/8/2025	Albert	Duplication	Duplicating Services	\$3.00
10/0/2025	Precost-New	In-house		Φ21.00
10/8/2025	York, D&P	Duplication	Duplicating Services	\$21.00
10/0/2025	Precost-New	In-house		Ф2.00
10/8/2025	York, D&P	Duplication	Duplicating Services	\$3.00
10/0/2025	Precost-New	In-house	D 1: 4: G :	¢20.40
10/8/2025	York, D&P	Duplication	Duplicating Services	\$38.40
10/9/2025	Precost-New	In-house	Daviding Coming	¢0.50
10/8/2025	York, D&P	Duplication	Duplicating Services	\$0.50
		Late Night	Vendor: Mishkin, Benjamin A. Invoice#: 7742037510220606	
		Working Meal	Night/Weekend Working Meals;	
	Mishkin,		10/08/2025; Late Night Working	
10/8/2025	Benjamin		Meal	\$23.74
10/8/2023	Denjamin	Travel	Vendor: Park, Junho Invoice#:	\$23.74
		Tiavei	7748263310260600 Taxi;	
10/8/2025	Park, Junho		10/08/2025; Late Night Taxi	\$65.99
10/0/2023	Tark, Juino	Late Night	Vendor: Park, Junho Invoice#:	Ψ03.77
		Working Meal	7748263310260600 Night/Weekend	
		Working Wear	Working Meals; 10/08/2025; Late	
10/8/2025	Park, Junho		Night Meal	\$37.95
	,	In-house	0	40,100
10/9/2025	Thomas, Junior	Duplication	Duplicating Services	\$29.40
2 2 1 2 2 2	,	Travel	Vendor: Mishkin, Benjamin A.	<del>+</del>
	Mishkin,		Invoice#: 7741966310220606 Taxi;	
10/9/2025	Benjamin		10/09/2025; Late Night Taxi	\$34.49
		Travel	Vendor: Park, Junho Invoice#:	•
			7748264010260600 Taxi;	
10/9/2025	Park, Junho		10/09/2025; Late Night Taxi	\$77.69

		Disbursement		
Date	Timekeeper	Category	Narrative	Amount
		Late Night	Vendor: Park, Junho Invoice#:	
		Working Meal	7748264010260600 Night/Weekend	
			Working Meals; 10/09/2025; Late	
10/9/2025	Park, Junho		Night Meal	\$17.15
		Late Night	Vendor: Mishkin, Benjamin A.	
		Working Meal	Invoice#: 7742042710220606	
	Mishkin,		Night/Weekend Working Meals;	
10/14/2025	Benjamin		10/14/2025; Late Night Meal	\$19.90
		Travel	Vendor: Mishkin, Benjamin A.	
	Mishkin,		Invoice#: 7742056010230604; Taxi;	
10/15/2025	Benjamin		10/15/2025; Late Night Taxi	\$37.86
		In-house		
10/18/2025	Ellis, Carl	Duplication	Duplicating Services	\$0.60
		In-house		
10/18/2025	Ellis, Carl	Duplication	Duplicating Services	\$8.40
		Late Night	Vendor: Rory B. Heller (#11934)	
		Working Meal	Invoice#: 7736493210210645;	
			Night/Weekend Working Meals;	
10/30/2025	Heller, Rory		10/30/2025; Late Night Meal	\$34.86
		Travel	Vendor: Rory B. Heller (#11934)	
			Invoice#: 7736493210210645; Taxi;	
10/30/2025	Heller, Rory		10/30/2025; Late Night Taxi	\$27.83