

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (___)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

F21 OpCo, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (these “**Chapter 11 Cases**”), hereby submit this application (this “**Section 156(c) Application**”) for entry of an order, substantially in the form attached hereto as **Exhibit C** (the “**Proposed Order**”), authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as the claims and noticing agent (the “**Claims and Noticing Agent**”) in these Chapter 11 Cases. In support of this Section 156(c) Application, the Debtors rely upon and incorporate by reference the *Declaration of Evan Gershbein in Support of Debtors' Application for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the “**Gershbein Declaration**”) attached hereto as **Exhibit B**, and the *Declaration of Stephen Coulombe in Support of Chapter 11 Petitions and*

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



First Day Pleadings (the “**First Day Declaration**”),² filed contemporaneously herewith. In further support of this Section 156(c) Application, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction to consider this Section 156(c) Application under 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Under Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors consent to the entry of a final order by the Court in connection with this Section 156(c) Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of these Chapter 11 Cases and this Section 156(c) Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b)(1)(A) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Local Rule 2002-1(e).

BACKGROUND

4. On the date hereof (the “**Petition Date**”), the Debtors filed voluntary petitions in the Court commencing these Chapter 11 Cases. The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. No

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

trustee or examiner has been requested and no committee has been appointed in these Chapter 11 Cases.

5. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of these Chapter 11 Cases, is set forth in detail in the First Day Declaration. Simultaneously herewith, the Debtors have filed a motion seeking to have these Chapter 11 Cases jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

RELIEF REQUESTED

6. By this Section 156(c) Application, the Debtors seek entry of the Proposed Order appointing Verita as the Claims and Noticing Agent in these Chapter 11 Cases to, among other things, assume responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these Chapter 11 Cases, effective as of the Petition Date. The terms of retention and employment of Verita are set forth in that certain services agreement (the “**Services Agreement**”), attached hereto as **Exhibit A**; *provided, however*, that the Debtors are seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the Proposed Order attached hereto.

7. The Debtors’ selection of Verita to act as the Claims and Noticing Agent satisfies the *Court’s Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (the “**Claims Agent Protocol**”), instituted by the Office of the Clerk of the Bankruptcy Court (the “**Clerk**”) on February 1, 2012, in that the Debtors have obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita’s rates are competitive and reasonable given Verita’s quality of services and expertise.

8. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 10,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors.

9. By separate application, the Debtors will seek authorization to retain and employ Verita as administrative advisor in these Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code, as the administration of these Chapter 11 Cases may require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

VERITA'S QUALIFICATIONS

10. Verita is one of the country's leading chapter 11 administrators, with experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Indeed, Verita has acted as the official claims and noticing agent in many large bankruptcy cases pending in this district and other districts nationwide. Verita's cases in this district include: *In re Fisker Inc. et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et. al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corporation, et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Global, LLC, et al.* Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29,

2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 7, 2023); *In re PGX Holdings, Inc., et al.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc., et al.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree Shops, LLC, et al.*, Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); *In re CBC Restaurant Corp., et al.*, Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc., et al.*, Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadayne LLC, et al.*, Case No. 23-10207 (JTD) (Bankr. D. Del. Feb. 22, 2023); *In re Tricida, Inc.*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); *In re First Guar. Mortg. Corp., et al.*, Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022).

11. The appointment of Verita as the Claims and Noticing Agent in these Chapter 11 Cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these Chapter 11 Cases, and relieve the Clerk of these administrative burdens. Given the nature of these Chapter 11 Cases, the Debtors believe that the appointment of Verita as the Claims and Noticing Agent will serve to maximize the value of the Debtors' estates for all stakeholders.

SERVICES TO BE PROVIDED BY VERITA

12. This Section 156(c) Application pertains only to the work to be performed by the Claims and Noticing Agent under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(e), and any work to be performed by the Claims and Noticing Agent outside of this scope is not covered by this Section 156(c) Application. Specifically, the Claims and Noticing Agent will perform the following tasks in its role as claims and noticing agent (the "**Claims and Noticing Services**"), as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, without limitation: (i) notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan or plans, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the cases;
- (b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- (d) furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, as appropriate, (iii) the manner of service, and (iv) the date served;
- (g) process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) maintain the official claims register for each Debtor (the "Claims Registers") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the

Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable and in accordance with any orders governing the redaction of information, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor, and (vii) any disposition of the claim;

- (i) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (j) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (k) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of the Claims and Noticing Agent, not less than weekly;
- (l) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the claims register for the Clerk's review (upon the Clerk's request);
- (m) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Registers and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (n) assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (o) if the Chapter 11 Cases are converted to chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three (3) days of the notice to the Claims and Noticing Agent of entry of the order converting these cases;
- (p) thirty (30) days prior to the close of these cases, to the extent practicable, request that the Debtors submit to the Court a proposed Order dismissing the Claims and Noticing Agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- (q) within seven (7) days of notice to the Claims and Noticing Agent of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the claims register as of the date immediately before the close of these Chapter 11 Cases; and

- (r) at the close of these Chapter 11 Cases, comply with all applicable laws and procedures for disposing and/or archiving of claims and related documents.

VERITA'S COMPENSATION

13. The Debtors are proposing to compensate Verita for the Claims and Noticing Services set forth above in accordance with the Services Agreement and the rate structure attached thereto. The Debtors request that the undisputed fees and expenses incurred by Verita in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to section 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to, or order, of the Court.

14. Verita agrees to maintain records of all Claims and Noticing Services, including dates, categories of services, fees charged, and expenses incurred. Verita further agrees to serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee(s) monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or the monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may seek resolution of the matter from the Court.

15. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$75,000, which remains undrawn. Verita seeks to first apply the retainer to all pre-petition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

16. Additionally, under the terms of the Services Agreement, the Debtors have agreed, subject to certain exceptions, to indemnify, defend, and hold harmless Verita and its affiliates,

members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Services Agreement or the Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

VERITA'S DISINTERESTEDNESS

17. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Verita has nonetheless reviewed its conflicts system to determine whether it has any relationships with the creditors and initial parties in interest identified by the Debtors. Verita has represented to the Debtors that to the best of its knowledge, and except as set forth in the Gershbein Declaration, neither Verita nor any of its professionals have any relationship with the Debtors that would impair Verita's ability to serve as Claims and Noticing Agent. To the extent that Verita or its personnel have, or may have had, relationships with certain of the Debtors' creditors as described in the Gershbein Declaration, Verita has represented to the Debtors that those matters are wholly unrelated to these Chapter 11 Cases.

18. In connection with its retention as claims and noticing agent, the Claims and Noticing Agent represents in the Gershbein Declaration, among other things, that:

- (a) Verita is not a creditor, equity security holder, or insider of the Debtors;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent;
- (c) by accepting employment in these Chapter 11 Cases, Verita waives any right to receive compensation from the United States government in connection with these Chapter 11 Cases;

- (d) in its capacity as Claims and Noticing Agent, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent;
- (f) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk’s office and guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

19. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

20. This Section 156(c) Application complies with the *Protocol for the Employment of Claims and Noticing Agents* under 28 U.S.C. § 156(c) and conforms to the standard Section 156(c) Application used in this district.

BASIS FOR RELIEF

I. RETENTION AND EMPLOYMENT OF VERITA AS CLAIMS AND NOTICING AGENT IS PERMITTED

21. The Debtors submit that the requested relief is appropriate pursuant to section 28 U.S.C. § 156(c), section 105 of the Bankruptcy Code, Bankruptcy Rule 2002 and Local Rule 2002-1(e). The Court is permitted to appoint Verita as Claims and Noticing Agent in these Chapter 11 Cases. Pursuant to 28 U.S.C. § 156(c), this Court is authorized to utilize agents and

facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c). Further, section 105(a) of the Bankruptcy Code provides, in pertinent part, as follows:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(e) provides that upon motion of the debtor or trustee, “[t]he Court may at the First Day Hearing authorize the retention of a claims and noticing agent.” Del. Bankr. L.R. 2002-1(e). Additionally, Local Rule 2002-1(e) requires the appointment of a claims and noticing agent in “all cases with more than 200 creditors or parties in interest listed on the creditor matrix.” *Id.*

22. In view of the substantial number of parties receiving notice in these Chapter 11 Cases and the significant number of anticipated claimants, the Debtors submit that the appointment of Verita as the Claims and Noticing Agent is required by the Local Rules, and is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

II. RELIEF EFFECTIVE AS OF THE PETITION DATE IS APPROPRIATE

23. Pursuant to the Debtors' request, Verita has agreed to serve as the Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Verita may be compensated for its services prior to the approval of this Section 156(c) Application. The Debtors believe that no party in interest will be prejudiced by granting the employment effective as of the Petition Date, as provided in this 156(c) Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve employment effective as of the petition date, and the Debtors submit that such approval is justified here.

NOTICE

24. Notice of this Section 156(c) Application will be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to Wells Fargo Bank, N.A. as Prepetition ABL Administrative Agent; (c) counsel to Pathlight Capital LP as Prepetition Term Loan Agent; (d) counsel to Simon Blackjack Consolidated Holdings, LLC as Prepetition Subordinated Loan Agent; (e) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims against the Debtors; (f) the United States Attorney for the District of Delaware; (g) the Internal Revenue Service; (h) the state attorneys general for states in which the Debtors conduct business; and (i) all parties entitled to notice pursuant to Bankruptcy Rule 2002. Notice of this Section 156(c) Application and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtors submit that, under the circumstances, no other or further notice is required.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in this Section 156(c) Application and such other and further relief as may be just and proper.

Dated: March 16, 2025

/s/ Stephen Coulombe
Stephen Coulombe
Co-Chief Restructuring Officer

EXHIBIT A

Services Agreement



VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 6th day of February 2025, between F21 OpCo, LLC (together with its subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Accordingly, Verita reserves the right to reasonably increase its prices, charges and rates to reflect changes in the business and economic environment; provided,

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



VERITA AGREEMENT FOR SERVICES

however, that if any such increase exceeds 10%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be separately agreed to by the Company and Verita.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$75,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer



VERITA AGREEMENT FOR SERVICES

replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance



VERITA AGREEMENT FOR SERVICES

with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.



VERITA AGREEMENT FOR SERVICES

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:



VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

F21 OpCo, LLC
110 East 9th Street, Suite A500
Los Angeles, CA 90079
Attn: Brad Sell and Scott Hampton
E-Mail: brad.s@forevver21.com;
scott.hampton@forever21.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

XVII. ATTORNEYS' FEES



VERITA AGREEMENT FOR SERVICES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

 41878F97BE7747D...

BY: Evan Gershbein DATE: 07-Feb-2025 | 1:53:58 PM EST
 TITLE: EVP, Corporate Restructuring Services

Company

DocuSigned by:

 C3AEE02396964E5...

BY: Michael Brown DATE:
 TITLE: Authorized Signatory

EXHIBIT B

Gershbein Declaration

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

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (____)

(Joint Administration Requested)

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS,
LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT
EFFECTIVE AS OF THE PETITION DATE**

I, Evan Gershbein, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am an Executive Vice President of Corporate Restructuring for Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**"), whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, the matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration (this "**Declaration**") in support of the *Debtors'* *Application for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the "**Section 156(c) Application**")² filed contemporaneously herewith by the

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

Debtors, for entry of an order pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rule 2002-1(e), appointing Verita as Claims and Noticing Agent, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Services Agreement.

3. I am not being specifically compensated for this testimony other than through payments received by Verita as a professional retained by the Debtors. I am over the age of 18 years and authorized to submit this Declaration on behalf of Verita.

VERITA'S QUALIFICATIONS AS NOTICING AND CLAIMS AGENT

4. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide Verita's cases in this district include: *In re Fisker Inc. et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corporation, et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Global, LLC, et al.* Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS); *In re PGX Holdings, Inc., et al.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc., et al.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree*

Shops, LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); *In re CBC Restaurant Corp., et al.*, Case No. 23- 10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc., et al.*, Case No. 23- 10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadayne LLC, et al.*, Case No. 23-10207 (JTD) (Bankr. D. Del. Feb. 22, 2023); *In re Tricida, Inc.*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); *In re First Guar. Mortg. Corp., et al.*, Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022).³

5. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk, the noticing and claims related services specified in the Section 156(c) Application and the Services Agreement. In addition, at the Debtors' request, Verita will perform such other noticing, claims, administrative, technical, and support services specified in the Section 156(c) Application and the Services Agreement.

6. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$75,000. Verita seeks to first apply the retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

7. In connection with its retention as Claims and Noticing Agent, Verita represents, among other things, the following:

(a) Verita is not a creditor, equity security holder, or insider of the Debtors;

³ Because of the voluminous nature of the orders cited herein, they are not attached to the Section 156(c) Application. Copies of these orders, however, are available on request of the Debtors' proposed counsel.

- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent;
- (c) by accepting employment in these Chapter 11 Cases, Verita waives any right to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) in its capacity as Claims and Noticing Agent, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent;
- (f) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk’s office and guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

8. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of all the potential parties in interest (the “**Potential Parties in Interest**”) in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**. Verita is not aware of any relationship that would present a disqualifying conflict of interest.

9. To the best of my knowledge, none of Verita’s employees are related to bankruptcy judges in the District of Delaware, the Office of the United States Trustee for Region 3, any

attorney known by Verita to be employed in the Office of the United States Trustee serving the District of Delaware, or are equity security holders of the Debtors.

10. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

11. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("**GCP**") indirectly acquired a controlling equity interest in Verita (the "**Acquisition**"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("**JPMIM**"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "**Board**") of Verita's ultimate parent company, KCC Parent LLC ("**Parent**"). Parent wholly owns Verita Intermediate LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

12. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (a) Verita's parent entities, affiliates, and subsidiaries and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as

set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JPMorgan Chase Bank, N.A. is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JPMorgan Chase Bank, N.A. may be associated with the Debtors.

13. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

14. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

15. Verita has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

16. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of

its employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged.

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

Dated: March 16, 2025

Respectfully submitted,

/s/ Evan Gershbein

Evan Gershbein

Executive Vice President

Kurtzman Carson Consultants LLC dba Verita
Global

222 N. Pacific Coast Highway, 3rd Floor
El Segundo, California 90245

Schedule 1

Potential Parties in Interest List

Parties In Interest List

Debtors

F21 Giftco Management, LLC
F21 OPCO, LLC
F21 Puerto Rico, LLC

Current and Former Affiliates

ABG Holdings LLC
ABG-Aero, LLC
Authentic Brands Group, LLC
BPG Retail Holdings I LLC
Brookfield Corporation
Copper Intermediate LLC
Copper Retail Holdings LLC
Copper Retail JV LLC
Elite Depot Limited
F21 China Holdings, LLC
F21 Guam, LLC
F21 Korea, LLC
F21 Korean Holdings, LLC
F21 Turkey Holdings, LLC
Fashion Retail Investment Holding LLC
Forever 21 Trading (Shanghai) Company, Ltd.
Penney Holdings LLC
Simon Blackjack Consolidated Holdings, LLC
Simon JCP Holdings, LLC
Simon Property Group, Inc.
SPARC Group Holdings II, LLC
SPARC Group Holdings LLC
SPARC Management Holdings, LLC

Current D&O

Brad Sell
Carla Macias
Masako Konishi
Paul Aronzon
Scott Hampton
Scott Vogel

Former D&O

Eleanor Holmes
Jacob Hawkins
Winifred Park

>5% Equity Holders

ABG Holdings LLC
BPG Retail Holdings I LLC
Copper Intermediate LLC
Copper Retail Holdings LLC
Copper Retail JV LLC
Penney Holdings LLC
Simon JCP Holdings, LLC
SPARC Group Holdings II, LLC
SPARC Group Holdings LLC

Secured Parties

Akhiria Muldrow
Anne Heiting
Brittnay Moll
Crown Equipment Corporation
Dora Michelle Lozano
Erin Scott
Kyra Robinson
Liliana Perez-Leon
Marissa Matthews
Miguel Licea
Patricia Lizeth Reyes
PNC Bank, National Association
Qudsiyyah Ishaq
Raymond Leasing Corporation
Sharon Clawson
SPARC Group, LLC
Victoria Rosas

Admin Agent

Pathlight Capital LP
Wells Fargo Bank, National Association

Banks

Banco Popular
Bank of America
JPMorgan Chase Bank, N.A

Debtors Professionals

Berkeley Research Group, LLC
Hilco Global
KCC dba Verita Global

Paul, Weiss, Rifkind, Wharton & Garrison LLP
SSG Capital Advisors, LLC
Young Conaway Stargatt & Taylor, LLP

Litigation Counterparties

A.Q., Infant by Mother and Natural Guardian
Saima Naeem
Aiden Rose Avila
Alejandra Sandoval
Amy Wong
Andrew W. McClelland
Anie Denaud
Anne Heiting
Basch & Keegan
Bighorn Law
Blackstone Law
Bramnick Rodriguez Grabas Arnold
Breanna Smith
Brodsky & Smith
CA Citizen Protection Group, LLC
California Attorney General
California Human Rights Division
Charnelle Robertson
Chimene Houssou
Christina Haynes
Christina Wilson, Individually and on behalf of
her minor child J.B.
Civil + Human Rights and Equity Department
Cjabar Hensen
Cliffwood Law
Cockrell, Cynthia
Connie Mingo
Consumer Protection Group
Custodio & Dubey LLP
Dalilah Hernandez, a minor by and through her
Guardian ad litem Liduvina Hernandez
Danielle Fox
David John Dzarnoski
Dayton Magallenes
Deloris Hardaway
Denver Williams
Devin A. Cutting
Dora Michelle Lozano
Ecological Alliance, LLC
Ella Hale
Equal Employment Opportunity Commission
Erica Hunter

Ernestine Bolton
Ewall & Ewall Law Offices
Flor Jimenez
Florida Mall Associates LTD
Francis Hernandez
Gabriela Ferreyra
Gail Paoella
Gateway Pacific Law Long Beach
Ginarte Gallardo Gonzalez & Winograd, L.L.P
Hazel Hodgson
Hecht, Kleege & Damashek P.C.
Hector Robles
Hochman & Plunkett
Initiative for Safer Cosmetics (IFSC)
Jack D. Luks
Javaheri & Yahoudai
Jeffrey A. Adelamn
Jessica Tobias
Jillian Taylor
Jordan S. Finkelstein
Joseph Perea
Kalamaya | Goscha
Karen Salas
Keith BarrH
Kenneth Portela
Khansari Law
Khansari Law Corp.
Klauber Bros
Kreger Brodish Attorneys At Law
Lagorio Law
Law Office of Richard M. Kenny
Law Offices of Michael P. Balaban
Leandra Jones
Leleinia Llamas
Lidia Munoz
Liliana Perez-leon
Lloyd Mosley
Louis B. Himmelstein
Lowenthal & Abrams
Loyd J. Bourgeois, Jr.
Luz Ramos
Maria Madonna
Maria Serrano
Marie Louis Esperance
Marilyn Clayton
Marissa Matthews

Mark W. Nicholson
 Marlin G. Costello
 Mary Adams
 McIntyre, Donohue, Accardi
 Melina Flint
 Miatta Pastor
 Michael M. Reed, Jr.
 Michael Yap Diamond Bar
 Michelle Chambers
 Miguel Licea
 Mvp Trial Lawyers
 Old Gringo Boots
 Olena Honcharuk
 Omrani & Taub
 Oracle Law Firm Costa Mesa
 Orr Duong
 Osuna & Dotson Law Firm
 Pamela P. Deno
 Patricia Hess
 Patricia Lizeth Reyes
 Pearce Law L.L.C.
 Pius A. Obioha
 Precila Balabbo
 Prussak Welch
 Ramin Younessi Los Angeles
 Randi Glashofer
 Richard Presutti
 Rolnick & Associates
 Rosenberg Kirby Cahill Stankowitz
 Rubenstein Law PA
 Samuel Kogon
 Sasha Tymkowicz
 Scott Warmuth
 Sharon Clawson
 Sidney Pena
 Slater | Grant
 Sookasian Amirkhanian
 Steinger Greene & Feiner
 Stephanie Reveron
 Tennessee Department of Labor & Workforce
 Development
 Tewanna Marsh
 The Williams Law Firm
 Tipsey Elves
 TM Wellington Green Mall, L.P.
 Toni L. Vasser

Valeria C Morales
 Valerie Emerson
 Velilla Law Sacramento
 Veronica Arce Ludena
 Victoria Dorado
 VNO 435 Seventh LLC
 Yhana Bloomfield

Insurance

Ace American Insurance Company
 AIG
 AIU Insurance Co
 Allianz
 Arch
 Ascot Insurance Company
 AWAC
 AXA XL
 Axis
 Beazley
 Berkley Insurance Company
 Berkshire Hathaway Specialty Insurance
 Company
 Chubb
 EmergIn Risk
 Endurance American
 Everest National Insurance Co
 Falvey
 Fireman's Fund Insurance Company (Allianz)
 Fireman's Fund Insurance Company (Arch)
 FM Global
 Freedom Specialty Insurance Company
 General Security Indemnity Company of
 Arizona
 Kaiser Foundation Health Plan, Inc.
 Lloyd's of London
 MS Transverse Specialty Insurance Company
 National Union Fire Insurance Company
 National Union Fire Insurance Company of
 Pittsburgh PA (AIG)
 Nationwide Mutual Insurance Company
 Navigators Insurance Company
 Old Republic professional Liability, Inc
 Old Republic Union Insurance Company
 Sampo
 Starr Indemnity & Liability Co.
 Steadfast Insurance Company
 The Continental Insurance Company

Traveler's Casualty & Surety Company of
America
Wesco Insurance Company
Westfield Specialty Insurance Company
XL Insurance America, Inc.

Landlords

4th Dimension Properties
Avison Young Southern California Ltd
Big V Property Group
Bliss Properties, Inc.
Bridgewater Commons Mall II, LLC
Brookfield Properties
Cafaro Management Company
CBL & Associates Properties, Inc.
CE Collierville, LLC
Centennial Real Estate Company
CenterCal Properties, LLC
Centercorp Management Services Limited
Chino Dunhill, LLC
CIM Group
COMCO, LLC
Constance Kneule Madden
Craig Realty Group
Crawford Square Property Management
DJM Capital Partners, Inc
E3 Realty MA Advisors, LLC
Eastridge Property Holdings, LLC
Efonalledes (Plaza Las Americas S. E.)
Excel Property Mgmt Services, Inc.
Federal Realty Investment Trust
GRE Management Services
Hendricks Group
Hines Global REIT
Jones Lang LaSalle Americas, Inc.
Kimco Realty Corporation
Kohan Retail Investment Group
M&J Wilkow Property LLC
Macerich
Macy's West Stores, LLC
Marx Realty and Development Co
Mimco Inc.
Namdar Realty Group LLC
New England Development
Northwood Retail, LLC
Oakland Mall, LLC
O'Connor Capital Partners

Olshan Properties
Onni Properties LLC
Pacific CVM Management, LLC
Pacific Retail Capital Partners
PREIT Services, LLC
PREP Property Group
Prestige Properties & Development Co Inc.
Prism Places, Inc.
Prologis, Inc.
Pyramid Management Group
RED Development
Redtree Partners LP
Simon Property Group, Inc.
Site Centers Corp.
Spectrum Capital R/E
Spinoso Real Estate Group, LLC
Starwood Retail Partners LLC
S-Tract Property
Summit Properties USA
Tanger Factory Outlet Centers, Inc.
The Feil Organization
The Forbes Company
The Harlem Irving Co.
The Taubman Company
The Woodmont Company
Town & Country SC, LLC
Trademark Property Company
TRCC-Rock Outlet Center, LLC
Triple Five Corp.
Urban Edge Properties
Urban Renaissance Group
Urban Retail Properties, LLC
Vestar Property Management
Vintage Real Estate, LLC
Vornado Realty Trust
Washington Prime Group
West Acres Development, LLP
Westfield LLC
Wilmore Management Group, LLC
Woodbury Corporation

Top 30 Unsecured Creditors

Bona Industrial Co Limited
C&C Nantong Cathay Clothing Co Lt
CFH Fashion Inc
Createx Holdings Limited
Denim & Beyond LLC

Global Fashion Resource Inc. dba SSS
 Google Inc.
 Grand Apparels Designs Limited
 Guangzhou Hong Ying Da Clothing Co
 Hangzhou Qidi Fashion Apparel Co Lt
 Hong Kong Butterfly Limited
 Jiangyin Kenadi International Trade
 Kisoo K Trading Co LTD
 KNF International CO LTD
 Leukon Inc
 Manren HK Enterprise Limited
 Nantong D & J Fashion Co Ltd
 Nantong Z & Z Garment CO Ltd
 New Century Textiles LTD
 Ningbo Long Lan Fashion Garment Inc.
 Ningbo Orient Hongye Imp & Exp Inc.
 NKM Holdings LTD
 O&K Inc dba One Clothing
 Qingdao Horizon Trading Co Ltd
 Shanghai Fei Chuan Imp & Exp Corp
 Shanghai Toex International Trading
 Shaoxing Lankou Trading Co Ltd
 Snogen Green Ltd
 Weihai Hilow Imp & Exp Co Ltd
 Young Plus Trading HK Co Ltd

Other Bankruptcy Professionals

Choate Hall & Stewart LLP
 M3 Partners, LP
 Otterbourg PC
 Riemer & Braunstein

Utilities

568 Broadway Property LLC
 AES Indiana
 AES Ohio
 Alabama Power
 Alliant Energy/WPL
 Ameren Illinois
 Ameren Missouri
 American Electric Power/24002
 APS
 Aqua OH
 Arlington Utilities
 AT&T Corp
 Atlanta Outlet Shoppes CMBS Lockbox
 Atlantic City Associates LLC

Atlantic City Electric
 Atmos Energy
 Autoridad de Acueductos y Alcantarillado
 Avista Utilities
 Baldwin EMC
 BCWSA (Bucks County Water & Sewer)
 Benton PUD
 BGE
 Bif Iii Us Aggregator (Delaware)
 Birmingham Water Works - Sewer & Water
 Black Hills Energy
 Bloomfield Holdings, LLC
 Bluebonnet Electric Cooperative
 Braintree Electric Light Department
 BrightRidge
 Broadband Mdu Holdings, LLC
 Cablevision Lightpath LLC
 California American Water Company
 California Water Service-Bakersfield
 Cascade Natural Gas
 Caseyville Township Sewer System (IL)
 Cass County Electric Cooperative
 CE Collierville LLC
 CenterPoint Energy
 Central Hudson Gas & Electric Co
 Centurylink
 Charter Communications
 Citizens Energy Group
 City of Altamonte Springs
 City of Altamonte Springs, FL
 City of Ann Arbor
 City of Ann Arbor Treasurer, MI
 City of Aurora, IL
 City of Bakersfield
 City of Beaumont, TX
 City of Cerritos, CA - Water Billing
 City of Clearwater, FL
 City of Dover
 City of Dover Utility
 City of Fargo, ND
 City of Fresno, CA
 City of Grand Rapids, MI
 City of Houston, TX - Water/Wastewater
 City of Humble, TX
 City of Hurst Utility Billing
 City of Kennewick, WA

City of Lakewood, CA	Direct Energy/NRG/643249/660749
City of Lancaster, PA	Dominion Energy Ohio/26785
City of Laredo	Dominion Energy South Carolina
City of Laredo Utilities	Dominion Energy/27031
City of Los Angeles	Dominion VA/NC Power/26543/26666
City of Lynnwood, WA	DTE Energy/630795/740786
City of Nogales, AZ	Duke Energy/1094
City of North Canton, OH	Duke Energy/1326/1327
City of O'Fallon, IL	Duquesne Light Company
City of Panama City Beach, FL	Dvsa Technologies INC
City of Pleasanton, CA	Earthlink Business
City of Rancho Cucamonga, CA	East Brunswick Twp Water/Sewer
City of Roseville, CA	EDPO LLC
City of San Bernardino, CA - Water	EMWD-Eastern Municipal Water District
City of San Diego	Enbridge Gas /27031
City of Santa Rosa, CA-Water & Sewer	Enbridge Gas Ohio/26785
City of Savannah, GA	Entergy Arkansas, Inc./8101
City of Tacoma Public Utilities	Entergy Louisiana, Inc./8108
City of Troy, MI	Entergy Mississippi, Inc./8105
City of Tucson, AZ	Entergy Texas, Inc./8104
City of Turlock, CA	Erie Water Works
City of Vernon, CA	Eugene Water & Electric Board (EWEB)
City Treasurer-Public Utilities Dept	Evergy KS MO Metro MO West
Clark Public Utilities	219330/219703
Claro	Eversource Energy 660753/56007
Columbia Gas of Kentucky	Eversource Energy/56002
Columbia Gas of Ohio	Eversource Energy/56003
Columbia Gas of Pennsylvania	Eversource Energy/56004
Columbus Water Works	Fairlane Town Center Realty Holding LLC
Comcast	Fayette Pavilion LLC
ComEd	Fort Collins Utilities
Con Edison	Fort Wayne City Utilities
Connecticut Natural Gas Corp (CNG)	Fox Metro
Consolidated Utility Dist. of Rutherford	FPL - Florida Power & Light Company
Consumers Energy	FPL Northwest FL
CoServ	Frontier
Coweta-Fayette EMC	Fusion Cloud Services, LLC
CPS Energy	Gainesville Regional Utilities
Crown Castle International Corp	Gas South/530552
CWSA - Coplay Whitehall Sewer Authority	Georgia Natural Gas/71245
DDR Urban LP	Georgia Power
DDR Winter Garden LLC	Granite Telecommunications
Delmarva Power	Hayward Water System
Delta American Corp dba	HRSD/HRUBS
Direct Energy/643249/660749	Idaho Power
Direct Energy/70220	Illinois American Water

Imperial Irrigation District, CA
 Indiana Michigan Power
 Intelepeer Holdings, INC
 JEA
 Jefferson Parish, LA
 Jersey Central Power & Light
 Johnson City Utility System
 Jones-Onslow Electric
 Kansas City Board of Public Utilities
 Kentucky American Water Company
 Kishmish, INC.
 Kissimmee Utility Authority
 KREF Lloyd Center Owner LLC
 KU-Kentucky Utilities Company
 Lackawanna River Basin-LRBSA
 Lafayette Utilities Systems (LUS)
 Lake Apopka Natural Gas District, FL
 Lake County Dept. of Utilities (OH)
 Lexington-Fayette Urban County Govt
 LG&E - Louisville Gas & Electric
 Liberty Utilities - NH
 Liberty Utilities New York/75463
 Los Angeles Dept of Water & Power/30808
 LUMA Energy
 Madison Gas and Electric, WI
 Mall 1-Bay Plaza LLC
 Martin County Board of County
 Martin County Utilities
 McAllen Public Utility -TX
 Memorial City Mall
 Memphis Light, Gas & Water Division
 Metropolitan Telecommunication
 Miami-Dade Water And Sewer Dept
 MidAmerican Energy Company
 Middle Tennessee Electric
 Middlesex Water Company
 Mishawaka Utilities, IN
 Monarchs Sub LLC
 Montgomery County Environmental Svs, OH
 MTMSA - Montgomery Township
 MUD #Metro
 Murray City Corporation, UT
 Nashville Electric Service
 National Fuel/371835
 National Grid - Brooklyn/371416
 National Grid - New York/371376

National Grid - Pittsburgh/371338
 National Grid - Pittsburgh/371382
 National Grid/371396
 New Mexico Gas Company
 Newport News Waterworks
 Nicor Gas/2020/0632/5407
 NIPSCO - Northern Indiana Public Serv Co
 NJNG
 North Wales Water Authority
 Northwood PL Holdings LP
 NOVEC
 NV Energy/30073 North Nevada
 NV Energy/30150 South Nevada
 NW Natural
 NYC/PW Water Board
 OG&E -Oklahoma Gas & Electric Service
 Oklahoma Natural Gas Co: Kansas City
 One Ring Networks INC.
 Orange and Rockland Utilities (O&R)
 Orlando Utilities Commission
 Ozarks Electric Cooperative
 Pacific Gas & Electric
 Pacific Power-Rocky Mountain Power
 Palm Beach Outlets I LLC
 Park Plaza
 Peabody Municipal Light Plant
 PECO/37629
 Penelec
 Penn Power
 Pennsylvania American Water
 PEPSCO (Potomac Electric Power Company)
 Philadelphia Gas Works
 PNM
 Polaris Energy Services
 Portland General Electric (PGE)
 Poughkeepsie Galleria
 PPL Electric Utilities/Allentown
 PR Capital City Limited Partnership
 PSE&G-Public Service Elec & Gas Co
 PSEGLI
 Public Works & Utilities, KS
 Puget Sound Energy
 PWCSA - Prince William County Services
 RG&E - Rochester Gas & Electric
 Rhode Island Energy
 Richard S Alatorre

Riverside Public Utilities, CA
 Salish Networks
 San Antonio Water System, TX
 San Diego Gas & Electric
 San Gabriel Valley Water Company
 Santa Cruz Municipal Utilities
 Santee Cooper
 Sawnee EMC
 SMUD
 Snohomish County PUD
 Somerset Collection Ltd Ptr
 South Huntington Water District
 Southern California Edison
 Southern California Gas (The Gas Co.)
 Southern Connecticut Gas (SCG)
 Southwest Gas
 Southwestern Electric Power
 Spire/Birmingham
 Spire/Charlotte
 Spire/St Louis
 SRP - Salt River Project/2951
 Suburban Natural Gas Company
 Suburban Propane-1229
 Tanger Outlets Deer Park LLC
 Taubman Auburn Hills Associates LP
 Teco Tampa Electric Company
 Teco: Peoples Gas
 The Illuminating Company
 The United Illuminating Company
 TM Partridge Creek Mall LP
 Toho Water Authority - 30527
 Toledo Edison
 Toms River Municipal Utilities Authority
 Town of Burlington - Dept 520
 Town of Hempstead, NY - Dept of Water
 Town of Smithfield, NC
 Township of Freehold, NJ
 Transform Holdco LLC
 True Natural Gas
 Tucson Electric Power Company
 Turlock Irrigation District
 TXU Energy/650638
 UBS-Utility Billing Services
 UGI Utilities Inc
 Universal Environmental Consulting
 UNS Electric Inc

Upper Merion Sewer Revenue
 Upper Merion Township
 Utility Billing Services, TN
 Veolia Water Toms River
 Village of Chicago Ridge
 Village of Chicago Ridge, IL
 Village of Lombard
 Village of Lombard, IL
 Village of Norridge
 Village of Norridge, IL
 Village of Nyack Water Dept., NY
 Village of Orland Park
 Village of Orland Park, IL
 Village of Schaumburg, IL
 Virginia Natural Gas/5409
 Washington Gas/37747
 Whitehall Township Authority
 W-LD Legends Owner VII LLC
 Xcel Energy

**Taxing Authorities, Government, or
 Regulatory Agencies**

Commonwealth Of Puerto Rico, Centro De
 Recaudacion De Ingresos Municipales
 Commonwealth of Puerto Rico, Municipio De
 Barceloneta
 Commonwealth of Puerto Rico, Municipio De
 Caguas
 Commonwealth of Puerto Rico, Municipio De
 Carolina
 Commonwealth of Puerto Rico, Municipio De
 Ponce
 Commonwealth of Puerto Rico, Municipio De
 San Juan
 Commonwealth of Puerto Rico, Puerto Rico
 Department of Treasury
 Government of the District of Columbia
 Guam Department of Revenue
 State of Alabama, Alabama Department of
 Revenue
 State of Alabama, Baldwin County
 State Of Alabama, City Of Foley
 State Of Alabama, City Of Hoover
 State Of Alabama, City Of Huntsville
 State of Alabama, Jefferson County
 (Birmingham)
 State of Alabama, Madison County

State Of Alabama, Madison County Courthouse
 State Of Alabama, Travis A. Hulsey, Director
 State of Alaska, Alaska Remote Sellers Sales
 Tax Commission
 State of Arizona, Arizona Department of
 Revenue
 State Of Arizona, City Of Chandler
 State Of Arizona, City Of Nogales
 State Of Arizona, City Of Tucson
 State of Arizona, Pima County
 State of Arizona, Santa Cruz County
 State Of Arizona, Town Of Gilbert
 State Of Arizona, Town Of Marana
 State of Arkansas, Arkansas Department of
 Finance and Administration
 State Of Arkansas, City Of Little Rock
 State Of Arkansas, David A. Ruff
 State Of Arkansas, Pulaski County Debra
 Buckner
 State Of California, Alameda County
 State of California, California Department of
 Tax and Fee Administration
 State of California, California Travel and
 Tourism Commission
 State Of California, City And County Of San
 Francisco
 State Of California, City Of Arcadia
 State Of California, City Of Bakersfield
 State Of California, City Of Brea
 State Of California, City Of Burbank
 State Of California, City Of Calexico
 State Of California, City Of Camarillo
 State Of California, City Of Carlsbad
 State Of California, City Of Cerritos
 State Of California, City Of Concord
 State Of California, City Of Costa Mesa
 State Of California, City Of Culver City
 State Of California, City Of Downey
 State Of California, City Of El Cajon
 State Of California, City Of El Centro
 State Of California, City Of Folsom
 State Of California, City Of Fresno
 State Of California, City Of Gilroy
 State of California, City of Hayward
 State Of California, City Of Lakewood
 State Of California, City Of Livermore

State Of California, City Of Long Beach
 State Of California, City Of Los Angeles
 State Of California, City Of Milpitas
 State Of California, City Of Montclair
 State Of California, City Of Montebello
 State Of California, City Of Moreno Valley
 State Of California, City Of National City
 State Of California, City Of Ontario
 State Of California, City Of Orange
 State Of California, City Of Oxnard
 State Of California, City Of Palm Desert
 State Of California, City Of Perris
 State Of California, City Of Pleasanton
 State Of California, City Of Rancho
 Cucamonga
 State Of California, City Of Riverside
 State Of California, City Of Sacramento
 State Of California, City Of San Bernardino
 State Of California, City Of San Diego
 State Of California, City Of San Jose
 State Of California, City Of Santa Ana
 State Of California, City Of Santa Cruz
 State Of California, City Of Santa Monica
 State Of California, City Of South Gate
 State Of California, City Of Stockton
 State Of California, City Of Temecula
 State Of California, City Of Thousand Oaks
 State Of California, City Of Torrance
 State Of California, City Of Tulare
 State Of California, City Of Turlock
 State Of California, City Of Visalia
 State Of California, City Of West Covina
 State of California, Community Development
 Dept.
 State Of California, Contra Costa County
 State Of California, County Of Alameda
 State Of California, County Of Orange
 State Of California, County Of Riverside
 State Of California, County Of Sacramento
 State Of California, County Of San Diego
 State Of California, County Of San Diego
 Treasurer-Tax
 State Of California, County Of Santa Clara
 State Of California, Department Of Public
 Health

State Of California, Department Of Weights & Measures
 State of California, Fresno County
 State of California, Imperial County
 State Of California, Imperial County Weights & Measures
 State of California, Kern County
 State Of California, Los Angeles County
 State Of California, Los Angeles County Treasurer
 State of California, Orange County
 State of California, Placer County
 State of California, Riverside County
 State Of California, Riverside County Treasurer
 State Of California, Sacramento County
 State of California, San Bernardino County
 State of California, San Diego County
 State of California, San Francisco County (Unsecured)
 State Of California, San Francisco Tax Collector
 State of California, San Joaquin County
 State of California, Santa Clara County
 State Of California, Santa Cruz County
 State Of California, SBCO Department Of Agriculture W & M
 State of California, Sonoma County
 State of California, Stanislaus County
 State of California, Tulare County
 State of California, Ventura County
 State Of Colorado, Adams County Treasurer
 State Of Colorado, City And County Of Broomfield
 State of Colorado, City and County of Denver
 State Of Colorado, City And County Of Denver Managemen
 State of Colorado, City of Bloomfield
 State of Colorado, City of Fort Collins
 State of Colorado, City of Lakewood
 State of Colorado, City of Lone Tree
 State of Colorado, City of Thorton
 State of Colorado, City of Thorton Village at Dry Creek
 State of Colorado, Colorado Department of Revenue
 State Of Colorado, Douglas County Treasurer

State of Colorado, Fort Collins Foothills District
 State of Colorado, Jefferson County
 State Of Colorado, Jefferson County Treasurer
 State Of Colorado, Larimer County Treasurer
 State Of Connecticut, City Of Meriden
 State of Connecticut, Connecticut Department of Revenue
 State Of Connecticut, Ledyard Tax Collector
 State of Connecticut, Mashantucket Pequot Tribal Nation
 State Of Connecticut, Milford Tax Collector
 State Of Connecticut, Town Of Manchester
 State Of Connecticut, Town Of West Hartford
 State Of Connecticut, Trumbull Tax Collector
 State Of Connecticut, Waterford Tax Collector
 State Of Delaware, City Of Dover
 State Of Delaware, DE Department Of Revenue
 State of Delaware, Delaware Department of Revenue
 State of Florida, Alachua County
 State of Florida, Bay County
 State of Florida, Broward County
 State Of Florida, Broward County Tax Collector
 State Of Florida, City Of Altamonte Springs
 State Of Florida, City Of Boca Raton
 State Of Florida, City Of Clearwater
 State Of Florida, City Of Doral
 State Of Florida, City Of Gainesville
 State Of Florida, City Of Naples
 State Of Florida, City Of Orlando
 State of Florida, City of Panama City Beach
 State Of Florida, City Of Pembroke Pines
 State Of Florida, City Of Sunrise
 State Of Florida, City Of Sweetwater
 State Of Florida, City Of Winter Gardens
 State Of Florida, Collier County
 State Of Florida, Collier County Tax Collector
 State of Florida, Division of Food Safety
 State Of Florida, Doug Belden, Tax Collector
 State of Florida, Duval County
 State of Florida, Florida Department of Revenue
 State Of Florida, Hillsborough County

State of Florida, Leon County
 State of Florida, Martin County
 State of Florida, Miami-Dade County
 State Of Florida, Miami-Dade County Tax
 Collector
 State Of Florida, Michael Corrigan
 State of Florida, Okaloosa County
 State of Florida, Orange County
 State Of Florida, Orange County Tax Collector
 State of Florida, Osceola County
 State Of Florida, Osceola County Tax Collector
 State of Florida, Palm Beach County
 State of Florida, Pasco County
 State Of Florida, Pasco County Florida
 State of Florida, Pinellas County
 State Of Florida, Ruth Pietruszewski
 State Of Florida, Sarasota County
 State of Florida, Seminole County
 State Of Florida, State Of Florida
 State Of Florida, Tax Collector, Palm Beach
 County
 State Of Florida, Village Of Wellington
 State of Georgia, Alpharetta City
 State Of Georgia, Augusta Planning And
 Development
 State of Georgia, Chatham County
 State of Georgia, Cherokee County
 State Of Georgia, City Of Alpharetta
 State Of Georgia, City Of Atlanta
 State Of Georgia, City Of Columbus
 State Of Georgia, City Of Douglasville
 State Of Georgia, City Of Dunwoody
 State Of Georgia, City Of Morrow
 State Of Georgia, City Of Savannah
 State Of Georgia, City Of Woodstock, Georgia
 State of Georgia, Clayton County
 State of Georgia, Cobb County
 State Of Georgia, Cobb County Tax
 Commissioner
 State of Georgia, Dawson County
 State of Georgia, DeKalb County
 State of Georgia, Douglas County
 State of Georgia, Fayette County
 State Of Georgia, Fayette County Tax
 Commissioner
 State of Georgia, Fulton County

State Of Georgia, Georgia Department Of
 Agriculture
 State of Georgia, Georgia Department of
 Revenue
 State of Georgia, Gwinnett County
 State of Georgia, Henry County
 State Of Georgia, Locust Grove City Hall
 State of Georgia, Municipal Court
 State of Georgia, Muscogee County
 State of Georgia, Richmond County
 State of Georgia, Savannah City
 State of Georgia, Woodstock City
 State of Hawaii, Hawaii Department of
 Taxation
 State of Idaho, Idaho State Tax Commission
 State Of Illinois, City Of Fairview Heights
 State of Illinois, Illinois Department of
 Revenue
 State of Illinois, Troy City Treasurer
 State Of Illinois, Village Of Chicago Ridge
 State Of Illinois, Village Of Gurnee
 State Of Illinois, Village Of Norridge
 State Of Illinois, Village Of North Riverside
 State Of Illinois, Village Of Northbrook
 State Of Illinois, Village Of Rosemont
 State Of Illinois, Village Of Schaumburg
 State Of Illinois, Village Of Skokie
 State Of Indiana, Allen County Treasurer
 State of Indiana, Indiana Department of
 Revenue
 State Of Indiana, Johnson County Treasurer
 State Of Indiana, Lake County Treasurer
 State Of Indiana, Marion County Treasurer
 State Of Indiana, St. Joseph County Treasurer
 State Of Indiana, Vanderburgh County
 Treasurer
 State of Iowa, Iowa Department of Revenue
 State of Kansas, Kansas Department of
 Revenue
 State Of Kansas, Unified Government
 State of Kentucky, Boone County
 State Of Kentucky, City Of Florence
 State Of Kentucky, City Of St Matthews
 State of Kentucky, Fayette County
 State of Kentucky, Florence City
 State of Kentucky, Jefferson County

State of Kentucky, Kentucky Department of Revenue
 State of Louisiana, Bossier Parish
 State Of Louisiana, City Of Baton Rouge
 State Of Louisiana, City Of Bossier City
 State of Louisiana, City of Lafayette
 State Of Louisiana, City Of New Orleans
 State Of Louisiana, East Baton Rouge Parish
 State of Louisiana, Jefferson Parish
 State Of Louisiana, Jefferson Parish Sherriff Off
 State of Louisiana, Lafayette City
 State of Louisiana, Lafayette Parish
 State of Louisiana, Lafayette Parish Collector
 State of Louisiana, Louisiana Department of Revenue
 State Of Louisiana, Louisiana Dept of Agriculture & Forestry
 State of Louisiana, New Orleans Parish
 State of Louisiana, St Tammany Parish
 State of Maine, Maine Revenue Services
 State of Maryland, Anne Arundel County
 State of Maryland, Baltimore County
 State Of Maryland, Clerk Of The Circuit Court
 State of Maryland, Comptroller of Maryland
 State of Maryland, Howard County
 State Of Maryland, Julie L. Ensor, Clerk
 State Of Maryland, Montgomery County Health Dept
 State of Maryland, Montgomery County, MD
 State Of Maryland, Wayne A. Robey, Clerk Of Circuit Court
 State Of Massachusetts, City Of Holyoke
 State Of Massachusetts, City Of Peabody
 State of Massachusetts, Holyoke City
 State of Massachusetts, Massachusetts Department of Revenue
 State of Massachusetts, North Attleborough Town
 State Of Massachusetts, Office Of The City Collector
 State Of Massachusetts, Town Of Auburn
 State Of Massachusetts, Town Of Berlin
 State Of Massachusetts, Town Of Braintree
 State Of Massachusetts, Town Of Burlington
 State Of Massachusetts, Town Of Lee

State Of Massachusetts, Town Of Natick
 State Of Massachusetts, Town Of Saugus
 State Of Michigan, 23rd District Court
 State Of Michigan, City Of Kentwood
 State Of Michigan, Dearborn City Treasurer
 State Of Michigan, Kentwood City Treasurer
 State of Michigan, Michigan Department of Treasury
 State of Michigan, Novi City Treasurer
 State of Michigan, Troy City Treasurer
 State of Michigan, Troy City Treasurer (Oakland)
 State of Minnesota, Minnesota Department of Revenue
 State Of Minnesota, Village Of Orland Park
 State Of Mississippi, City Of Pearl
 State of Mississippi, Mississippi Department of Revenue
 State Of Missouri, City Of Richmond Heights
 State of Missouri, City of Springfield
 State Of Missouri, Collector Of Revenue
 State Of Missouri, Deputy City Clerk
 State of Missouri, Greene County
 State of Missouri, Jackson County
 State of Missouri, KCMO City Treasurer
 State of Missouri, Missouri Department of Revenue
 State of Missouri, Platte County
 State of Missouri, Saint Louis County
 State Of Nebraska, Douglas County Treasurer
 State of Nebraska, Nebraska Department of Revenue
 State of Nevada, City of Henderson Finance Department
 State Of Nevada, City Of Las Vegas Business
 State Of Nevada, City Of Reno
 State Of Nevada, Clark County
 State Of Nevada, Clark County Department of Business License
 State of Nevada, Nevada Department of Taxation
 State of Nevada, Nevada Dept of Revenue
 State of Nevada, Washoe County
 State Of New Jersey, Borough Of Paramus
 State Of New Jersey, Cherry Hill Township
 State Of New Jersey, City Of Atlantic City

State of New Jersey, City of Elizabeth
 State of New Jersey, New Jersey Division of
 Taxation
 State Of New Jersey, The Township Of
 Bridgewater
 State Of New Jersey, Township Of Lawrence
 State Of New Jersey, Wayne Township
 State of New Mexico, Bernalillo County
 State Of New Mexico, City Of Albuquerque
 State Of New Mexico, City Of Santa Fe
 State of New Mexico, New Mexico Department
 of Revenue
 State of New Mexico, Santa Fe County
 State Of New York, City Of Yonkers
 State Of New York, Incorporated Village Of
 Lake Grove
 State of New York, New York City Dept of
 Finance
 State of New York, New York Department of
 Taxation and Finance
 State Of New York, Town Of Babylon
 State Of New York, Town Of Clarkstown
 State Of New York, Town Of Niagara
 State of North Carolina, Cabarrus County
 State of North Carolina, Cumberland County
 State of North Carolina, Durham County
 State of North Carolina, Forsyth County
 State of North Carolina, Guilford County
 State of North Carolina, Johnston County
 State of North Carolina, Mecklenburg County
 State of North Carolina, New Hanover County
 State of North Carolina, North Carolina
 Department of Revenue
 State of North Carolina, Onslow County
 State of North Carolina, Wake County
 State of North Dakota, North Dakota Tax
 Department
 State of Ohio, State of Ohio Business Gateway
 State of Oklahoma, Oklahoma County
 State of Oklahoma, Oklahoma Taxation
 Commission
 State of Oklahoma, Tulsa County
 State Of Oregon, City Of Tigard
 State Of Oregon, City Of Woodburn
 State of Oregon, Clackamas County
 State of Oregon, Lane County

State of Oregon, Marion County
 State of Oregon, Multnomah County
 State of Oregon, Washington County
 State Of Pennsylvania, Abington Township
 State Of Pennsylvania, County Of Bucks
 State of Pennsylvania, HAB-BPT
 State Of Pennsylvania, Municipality Of
 Monroeville
 State of Pennsylvania, Pennsylvania
 Department of Revenue
 State Of Pennsylvania, Upper Merion
 Township
 State of Pennsylvania, Upper St Clair Township
 State Of Pennsylvania, Whitehall Township
 State of Rhode Island, Rhode Island
 Department of Taxation
 State of Rhode Island, Warwick City
 State Of South Carolina, City Of Greenville
 State of South Carolina, Greenville County
 State of South Carolina, Horry County
 State of South Carolina, Lexington County
 State of South Carolina, South Carolina
 Department of Revenue
 State of South Dakota, South Dakota
 Department of Revenue
 State of Tennessee, Murfreesboro City
 State of Tennessee, Tennessee Department of
 Revenue
 State Of Texas, Ann Harris Bennett
 State Of Texas, Bexar County Tax Assess &
 Collect
 State Of Texas, City Of Houston
 State Of Texas, City Of Mesquite
 State Of Texas, David Piwonka Cypress-
 Fairbanks ISD
 State Of Texas, Hays County Tax Office
 State Of Texas, Houston Department Of
 State of Texas, Kerr County Tax Office
 State of Texas, Kerrville ISD
 State Of Texas, Maria O. Pasillas, Rta
 State Of Texas, Michelle French, Tax A/C
 State Of Texas, Patsy Scholtz PCC
 State of Texas, Texas Comptroller
 State of Texas, Wendy Burgess, Tax Assessor-
 Collect
 State Of Utah, City Of Murray

State Of Utah, City Of Orem
 State Of Utah, Farmington City
 State of Utah, Salt Lake County
 State Of Utah, State Of Utah - Labor
 Commission
 State of Utah, Utah County
 State Of Utah, Utah Department Of Agriculture
 And Food
 State of Utah, Utah State Tax Commission
 State of Vermont, Vermont Department of
 Taxes
 State of Virginia, Arlington County
 State Of Virginia, City Of Hampton
 State Of Virginia, City Of Newport News
 State of Virginia, City of Norfolk
 State Of Virginia, City Of Virginia Beach
 State of Virginia, Commissioner of the
 Revenue
 State of Virginia, Fairfax County
 State of Virginia, James City County
 State of Virginia, Loudoun County
 State of Virginia, Norfolk City Tax Collector
 State Of Virginia, Prince William County
 State Of Virginia, The Commissioner of the
 Revenue
 State Of Virginia, Town Of Leesburg
 State of Virginia, Treasurer of Loudoun County
 State of Virginia, Virginia Beach City Tax
 Collector
 State of Virginia, Virginia Department of
 Taxation
 State of Washington, Benton County Treasurer
 State Of Washington, City Of Bellingham
 State of Washington, City of Tacoma
 State Of Washington, City Of Tukwila
 State Of Washington, Clark County Department
 of Business License
 State Of Washington, King County Treasury
 State Of Washington, Pierce County Assessor
 State Of Washington, Snohomish County
 Treasurer
 State Of Washington, Spokane County
 State Of Washington, Tulalip Tax & Licensing
 State Of Washington, Tulalip Tribute
 State of Washington, Washington Department
 of Revenue

State Of Washington, Whatcom County
 Treasurer
 State Of Washington, Yakima County Treasurer
 State of West Virginia, State of West Virginia
 State Of Wisconsin, Ann Harris Bennett
 State of Wisconsin, Wisconsin Department of
 Revenue
 State of Wyoming, Wyoming Department of
 Revenue
 United States Customs and Border Protection

Vendors

1540 Broadway Holdings II LLC
 24 Seven Topco LLC
 3632 Mall At Smith Haven, LLC
 3b International Limited Liability
 4 What Its Worth Inc
 Aa Fashion Inc
 Accessories House Ny LLC
 adMarketplace, Inc.
 Adp, Inc.
 Air Conditioning Solutions Inc
 All American Facility
 Almar Sales Co Inc
 Alone Again Studio LLC
 Alpha Fashion Co Limited
 Amass Global Network (US) Inc
 American Bazi Inc
 American Stitch
 Anfield Apparel Group Inc
 Anhui Mei & Bang International Trad
 Aqua Blues Worldwide Inc
 Arden Fair Associates LP
 Arizona Mills Mall, LLC
 Arlington Reit Sub LLC
 Artistic Fabric Mills Pvt LTD
 Arundel Mills Ltd. Partnership
 Attentive Mobile Inc.
 Azalea Joint Venture, LLC
 B W I LLC
 Be Wicked Inc
 Beitler Logistics Services, Inc
 Benson V F21 Opco Fund
 Berkshire Fashions Inc
 Bio World Merchandising Inc
 Blue Blush Clothing Inc
 Boys & Girls Club Of America

Bpr Cumulus LLC
 BPR-FF LLC
 Brandon (Tampa) LP
 Brinks Incorporated
 Bristar Hk International Trading Li
 Brooks Shopping Centers LLC
 C & C Nantong Cathay Clothing Co Lt
 C Life Group LTD
 Cactus And Pearl LLC
 Cargomatic Inc
 Causeway LLC
 Cavalini
 CBL & Associates LTD Partnership
 CBL-T-C, LLC
 CDW Direct, LLC
 Cello
 Chengda International Co LTD
 Cherry Mellow Inc
 Chicago Premium Outlets, LLC
 Christiana Mall, LLC
 Cloud Sky Enterprise
 CMS Mechanical Services, LLC
 Cocolove Apparel Inc
 Corpus Christi Retail Venture
 CPG Partners, L.P.
 Crestone LLC Hazel Jaloux
 Criteo Corp.
 CRS Denim Garments Egypt S A E
 CS Consulting Group Inc DbA One Glo
 CS Hudson, Inc.
 Culver City
 CVM Associates Limited Partnership
 Dae Yeon Industries Corp Limited
 Daniel M Friedman & Associates Inc
 Del Amo Fashion Center
 Detour Apparel Inc
 DI Overnite, LLC
 Disney Consumer Products, Inc.
 Dizzy Lizzy
 Dongsuh International Co LTD
 Dynamic Worldwide Logistics Inc
 E Teen Company Limited
 East Coast West Coast Logistics LLC
 Elite Investigations, LTD - Ny
 Ellen Clothing
 Engie Insight Services Inc.

ESO International Limited
 Evershine Creations Inc
 Express Messenger Systems Inc
 Eyeking LLC
 F21 Ipco LLC
 F21 Trading (Shanghai) Company, Ltd
 Famma Group Inc
 Fantas Eyes Inc
 Fashion Centre Mall, LLC
 Fashion Valley Mall
 Fashionmerch La Inc
 Fastmile Delivers, LLC
 Fedex
 Florida Mall Assoc. Ltd.
 Forbes Taubman Orlando LLC
 Forest Harlem Properties, LP
 Forter Inc
 Forward Air
 Foshan Nanhai Soul Electric Technol
 Four State Properties, LLC
 Frasier Sterling Inc
 Freehold Chandler Trust LLC
 Freeze
 Full Circle Trends Inc
 Gap Pazarlama Fze
 Garda CI Southwest, Inc.
 GGP Homart Ii LLC
 GGPLP LLC
 GGPLP Real Estate,inc
 Gina Group LLC
 Global Fashion Resource Inc DbA Sss
 Global Mail, Inc.
 Global Merchandising Services Inc
 GMV (Mall) Venture
 Gran Plaza, LP
 Grand Apparel Designs
 Grapevine Mills Mall Limited P
 H&H Series Owner, LLC
 Hahnlee Global LLC
 Haining Kindway Imp & Exp Co LTD
 Hana Cho
 HB Connections Inc
 Hesperus Inc
 HG Galleria, I, II, III, LP
 High Point Design LLC
 Hilco Merchant Resources, LLC

HK East International Trading Limit
 Hold This Inc DbA Goodie Two Sleeve
 Hong Kong Olive Fashion Co Limited
 Hong Kong Yongdian Fashion Co Limit
 Huh DI/OCP Crosslands JV 2016, LLC
 Hybrid Apparel
 Hyfve Inc
 Icer Basketball LLC
 Icer Brands LLC
 Ikeddi Enterprises Inc
 Impact Tech, Inc.
 Inkyung Apparel Co LTD
 Intec LTD
 International Innovations Inc
 J & F Design Inc
 J & G International Inc
 Jamison California Market Center L.
 Jiangsu Binstyle I E Co LTD
 Jiaxing Junchao Import And Export C
 Jiaxing Layo Imp & Exp Group Co LTD
 Johnson Controls US Holdings LLC
 JSL Logistics, Inc.
 Jstart Fashion H K Limited
 Just For Wraps Inc
 Just Polly Inc
 Kimco Realty OP, LLC
 Kimera International Inc
 King Of Prussia Associates
 Knight Transportation Services
 Kone Inc.
 Kw International, Inc
 Kyung Kwang Commercial Co LTD
 La Mia Fashion Co LTD
 Lafayette Engineering, Inc
 Las Vegas North Outlets LLC
 Lennox Industries Inc.
 Liem Trinh Co LTD
 Life Clothing Co
 Lifu Enterprises Corp
 Like Dreams Inc
 Liu Sun Enterprises Inc
 Live Nation Worldwide, Inc
 Louise Paris LTD
 Lucent Product Inc
 Lucky Dragon Enterprise Group Inc
 Lush

Macerich Deptford Mall Limited
 Macerich Lubbock LP
 Machi Footwear Inc
 Macy's Inc
 Mad Engine LLC
 Madden International DbA Adesso Int
 Maersk Warehousing And Distribution
 Mall At Concord Mills Limited
 Mall At Gurnee Mills, LLC
 Mall At Northshore LLC
 Mall At Rockingham, LLC
 Mall at Solomon Pond LLC
 Mall Katy Mills LP
 Manhattan Associates, Inc.
 Mark Edwards Apparel Inc
 Master Toys & Novelties Inc
 Mastercard International Incorporat
 Mattel Inc
 Maxim Service Group, Inc.
 May Blanc Apparel
 Meadowood Mall Spe, LLC
 Merch Traffic LLC
 Meta Platforms, Inc.
 Metric Theory LLC
 Mias Fashion Mfg Co Inc
 Microsoft Online, Inc.
 Milpitas Mills LTD Partnership
 MMS USA Holdings, Inc.
 MOAC Mall Holdings LLC
 Monogram International Inc
 Montgomery Mall LLC
 Multimedia Operations,design+enhanc
 Muse Apparel Inc
 Nanjing Skymountain Trading Co LTD
 Nara International Trading Limited
 Narvar Inc.
 National Delivery Systems, Inc
 Navi Accessories Inc
 NESCTC Security Agency LLC
 Newport Centre, LLC
 NFS Monitoring Inc.
 Ningbo Long Lan Fashion Garment Inc
 Ningbo Orient Hongye Imp & Exp Inc
 Ningbo Sunyu Fashion Co LTD
 Nobland International Inc
 Noir Jewelry LLC

North Riverside Park Associates	Rouse Properties, LP
North Star Mall, LLC	RTB House Inc.
NPM DE Mexico S A De C V	Sanrio, Inc
NU Technology, Inc.	Scenario Communications, LLC
NYC/PW Alliance Company LLC	Schindler Elevator Corp
O & K Inc DbA One Clothing	Scottsdale Fashion Square Part
Old Orchard Urban LTD Partnership	Securitas Security Services Usa Inc
Oli J Inc	Seoyoung Industry Co LTD
Only Star Ningbo Co LTD	Sewing Collection, Inc
Onni Burbank Town Center LLC	Shandong One Plus Apparel Co LTD
Ontario Mills Limited Partnership	Shanghai Homy Apparel Co LTD
Opry Mills Limited Partnership	Shanghai Jspeed Industry Co LTD
Pacific Premier Retail Trust	Shanghai Wings International Tradin
Palmer Dedicated Logistics, LLC	Shawn & Elliot DbA SesI Jewelry Usa
Penn Square Mall	Sherman Oaks Fashion Associate
Philcos Enterprisers USA Inc	Shopping Center Associates
Pink USA Jewelry Inc	Show In Inc
Planet Gold Clothing Company Inc	Silver Buffalo LLC
Plasticos Industriales DE	Simon Property Group (Texas) LP
Plaza Bonita A Delaware LP	Simon Property Group LP
Plaza Carolina Mall LLP	Sinoproud Imp & Exp Co LTD
Plaza Del Caribe S.E.	Soorty International Limited
Plaza Las Americas	South Coast Plaza
Plaza West Covina LP A Delaware	South Plains LP
Plogmag Agency Inc	Spaco Inc.
Potomac Mills Shopping Center	Speedy Delivery, LLC
Pretty Woman LLC	Stableways International Fashion Li
Privy Inc	Stage Group Co LTD
Pro Decent Commerce Inc	Staples Inc.
Product Development International L	Statement Accessories LLC DbA True
Professional Retail Services	Stevens Global Logistics, Inc
Prologis, L.P.	Sugarloaf Mills LP
Qingdao Camellia Jewelry Co LTD	Sunrise Mills(MLP) Limited Part
Qingdao Da Woo Sung Artcrafts Co Lt	Sunvalley Shopping Center LLC
Qingdao Wetohigher Clothing Co LTD	Super Impulse USA LLC
Quaker Associates, LLC	Suzhou Sofine Import & Export Co Lt
R.J. Acquisition Corp	Sweet Apparel Inc
Rainbow Beauty	Tarae Co LTD
Rainbow Beauty Co Limited	Taubman-Cherry Creek LP
Rainbow West Apparel Inc	TB Mall At UTC, LLC
Rand Accessories Inc	Tech Mahindra Americas Inc.
Regentex Apparel Limited	The Creme Shop
Reliastar Life Insurance Company	The Domain
Rexel, Inc.	The Group LA Inc
Riderwood USA Inc	The Industry Group USA LLC
Rouse FS LLC	The Macerich Partnership, L.P.

The Retail Property Trust
 The Shops At La Cantera
 The Trevor Project Inc
 Thirty Single LLC
 TikTokInc
 Tokidoki LLC
 Troy Designs Inc
 Truesource LLC
 Turn On Products Inc
 TVO Mall Owner LLC
 UCC Distributing Inc
 Ucrave Inc
 United Denim Group LLC
 United Parcel Service, Inc.
 Urban Edge Properties LP
 Urban Nation Apparel Inc
 URI Company International Inc
 US Centennial Malls Jv, LLC
 US Logistics Solutions, Inc
 US-Store Maintenance Service LLC
 V & E Accessories Inc
 Vantiva Global Logistics, LLC
 Velocity Apparelz For Readymade Gar
 Veltri Logistics
 Vertex, Inc.
 Vestar-CPT Tempe Marketplace, LLC
 Vornado Realty LP
 Waste2wear Limited
 Wea Palm Desert LLC
 Wea Southcenter LLC
 Weihai Dingxin Textile Co LTD
 Weihai Longyi Import And Export Co
 Wendylou Accessories Inc
 Wenzhou Datura Accessories Import &
 Wesley Kraker Enterprises, Inc.
 West Bridge Apparel Inc
 Westfarms Associates
 Westfield Garden State Plaza
 WIS IVS, LLC (FKA Rgis, LLC)
 Withy Inc
 Wmap, LLC
 Woodfield Mall LLC
 Xiamen Juou Trading Co LTD
 Xiamen Yisidong Trade Co LTD
 Xin Meng International Co LTD
 Yantai Yimei Trading Co LTD

YB International Limited
 Yiwu Casa Fashion International Co
 YVO People Inc
 Zhejiang Yiheng Textile Technology
 Zhejiang Yodu Imp & Exp Co LTD

U.S. Trustee's Office

Andrew R. Vara
 Benjamin Hackman
 Christine Green
 Diane Giordano
 Dion Wynn
 Edith A. Serrano
 Elizabeth Thomas
 Hannah M. McCollum
 Hawa Konde
 Holly Dice
 James R. O'Malley
 Jane Leamy
 Jonathan Lipshie
 Jonathan Nyaku
 Joseph Cudia
 Joseph McMahon
 Lauren Attix
 Linda Casey
 Linda Richenderfer
 Malcolm M. Bates
 Michael Girello
 Nyanquoi Jones
 Richard Schepacarter
 Rosa Sierra-Fox
 Shakima L. Dortch
 Timothy J. Fox, Jr.

Bankruptcy Judges

The Honorable Brendan L. Shannon
 The Honorable Craig T. Goldblatt
 The Honorable J. Kate Stickles
 The Honorable John T. Dorsey
 The Honorable Karen B. Owens
 The Honorable Laurie Selber Silverstein
 The Honorable Mary F. Walrath
 The Honorable Thomas M. Horan

EXHIBIT C

Proposed Order

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

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (____)

(Jointly Administered)

**ORDER APPOINTING KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE
AS OF THE PETITION DATE**

Upon the application (the “**Section 156(c) Application**”)² of the Debtors for entry of an order (this “**Order**”) appointing Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as claims and noticing agent in the Chapter 11 Cases (the “**Claims and Noticing Agent**”) effective as of the Petition Date, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, as more fully set forth in the Section 156(c) Application; and this Court having reviewed the Section 156(c) Application, the First Day Declaration, and the Gershbein Declaration; and this Court having jurisdiction to consider the Section 156(c) Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Section 156(c) Application.

Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Section 156(c) Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Section 156(c) Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that the relief requested in the Section 156(c) Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Section 156(c) Application is GRANTED as set forth herein.
2. Notwithstanding the terms of the Services Agreement attached to the Section 156(c) Application, the Section 156(c) Application is granted solely as set forth in this Order.
3. The Debtors are authorized to retain Verita as the Claims and Noticing Agent in these Chapter 11 Cases, effective as of the Petition Date, under the terms of the Services Agreement, and Verita is authorized to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and perform all related tasks as set forth in the Section 156(c) Application.
4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases, and is authorized to maintain the official Claims Register for the Debtors and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.
5. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. Verita is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of this Court, the Debtors are authorized to compensate Verita in accordance with the terms and conditions of the Services Agreement, as may be modified by mutual agreement between the Debtors and Verita, upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Verita shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee monitoring the expenses of the Debtors, and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices, provided that parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtors' chapter 11 estates.

12. Verita may first apply its retainer to all prepetition invoices and, thereafter, have the retainer replenished to the original retainer amount and, thereafter, to hold the retainer under

the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

13. The Debtors are authorized to indemnify the Indemnified Parties (as defined in the Services Agreement) under the terms of the Services Agreement:

- (a) The Indemnified Parties shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than the Claims and Noticing Services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- (b) Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Indemnified Parties' gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Parties' contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, the Indemnified Parties believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Parties before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

14. In the event Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

15. Verita shall not cease providing claims processing services during these Chapter 11 Cases for any reason, including nonpayment, without an order of the Court authorizing Verita to do so.

16. In the event of any inconsistency between the Services Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

17. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

18. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

19. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

20. Notwithstanding any term in the Services Agreement to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.