

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

In re:))
	)	Chapter 11
EXPRESS, INC., <i>et al.</i> ¹))
	)	Case No. 24-10831 (KBO)
Debtors.))
	)	(Jointly Administered)
))
	)	Hearing Date:
	)	June 6, 2024 at 9:30 a.m. (ET)
	)	Objection Deadline:
	)	May 30, 2024 at 4:00 p.m. (ET)
))

**APPLICATION OF THE DEBTORS FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND
KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE
DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF APRIL 22, 2024**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for the entry of an order (the “Order”), substantially in the form attached hereto as Exhibit A, authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Joshua A. Sussberg, the president of Joshua A. Sussberg, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Sussberg Declaration”), which is attached hereto as Exhibit B and the declaration of Stewart

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are Express, Inc. (8128), Express Topco LLC (8079); Express Holding, LLC (8454); Express Finance Corp. (7713); Express, LLC (0160); Express Fashion Investments, LLC (7622); Express Fashion Logistics, LLC (0481); Express Fashion Operations, LLC (3400); Express GC, LLC (6092); Express BNBS Fashion, LLC (3861); UW, LLC (8688); and Express Fashion Digital Services Costa Rica, S.R.L. (7382). The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is One Express Drive, Columbus, Ohio 43230.

Glendinning, the chief executive officer of Express, Inc., which is attached hereto as **Exhibit C** (the “Glendinning Declaration”). In further support of this 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 over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the entry of a final order by the Court in connection with this 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 is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Rules.

Background

4. The Debtors are an omnichannel fashion retail company whose business operates under a multi-banner portfolio comprised of Express, UpWest, and Bonobos. Grounded in a belief that style, quality and value should all be found in one place, Express is a brand with a purpose. The Debtors offer their merchandise through approximately 600 stores throughout the United States and Puerto Rico—located primarily in high-traffic shopping malls, lifestyle centers, and

outlets—as well as online through their U.S. e-commerce websites. Headquartered in Columbus, Ohio, Express, Inc. is a publicly traded company that currently employs approximately 9,300 employees, of whom approximately 2,800 are full time.

5. The Debtors commenced these chapter 11 cases to facilitate a timely and efficient process that will maximize the value of the Debtors' estates for the benefit of all stakeholders. The Debtors anticipate right-sizing their retail footprint and winding down brick-and-mortar locations that are not part of their go-forward business plan. The Debtors are seeking to implement a value-maximizing going-concern transaction for their remaining operations.

6. On April 22, 2024 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On April 23, 2024, the Court entered an order directing joint administration of these chapter 11 cases [Docket No. 67]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. On May 3, 2024, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") [Docket No. 154].

7. A description of the Debtors' business, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of Stewart Glendinning, Chief Executive Officer of Express, Inc., in Support of the Debtors' Chapter 11 Petitions and First Day Motions*, filed on April 22, 2024 [Docket No. 20], incorporated herein by reference.

Relief Requested

8. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Kirkland as their attorneys in accordance with the terms and conditions set

forth in that certain engagement letter between the Debtors and Kirkland effective as of February 19, 2024 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit 1** to the Order and incorporated herein by reference.²

Kirkland’s Qualifications

9. The Debtors seek to retain Kirkland because of Kirkland’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

10. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Sientra, Inc.*, No. 24-10245 (JTD) (Bankr. D. Del. Mar. 26, 2024); *In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Dec. 6, 2023); *In re Yellow Corporation*, No. 23-11069 (CTG) (Bankr. D. Del. Sept. 22, 2023); *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023); *In re Lannett Company, Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. June 29, 2023).³

11. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors’ business and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

² The Debtors also seek to employ and retain Klehr Harrison Harvey Branzburg LLP (“Klehr Harrison”) as their conflicts counsel in connection with these chapter 11 cases to handle matters that the Debtors may encounter that cannot be handled appropriately by Kirkland because of a conflict of interest. It is intended that the services of Klehr Harrison shall complement, and not duplicate, the services to be rendered by Kirkland. Moreover, the responsibilities of Klehr Harrison shall be confined to discrete legal matters that are distinct from the matters handled by Kirkland. Klehr Harrison shall act on its own and will not act under the direct supervision of Kirkland.

³ Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders are available upon request to Kirkland.

Services to be Provided

12. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Kirkland to render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

13. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other restructuring matters, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

14. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

15. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:⁴

⁴ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

Billing Category ⁵	U.S. Range
Partners	\$1,195-\$2,465
Of Counsel	\$820-\$2,245
Associates	\$745-\$1,495
Paraprofessionals	\$325-\$625

16. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁶

17. Kirkland represented the Debtors during the two-month period before the Petition Date, using the hourly rates listed above and in the Sussberg Declaration. Moreover, these hourly rates are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

18. The rate structure provided by Kirkland is appropriate and not significantly different from (a) the rates that Kirkland charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Kirkland will perform in these chapter 11 cases.

⁵ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁶ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

19. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

20. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time-to-time, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

21. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

22. Per the terms of the Engagement Letter, on February 29, 2024, the Debtors paid \$500,000 to Kirkland, which, as stated in the Engagement Letter, constituted a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012,

1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$6,250,000 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland's receipt, any special purpose retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.⁷ A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth in the Sussberg Declaration.

23. Pursuant to Bankruptcy Rule 2016(b), Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

24. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Kirkland's special purpose retainer, the amount of Kirkland's special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

⁷ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

Kirkland's Disinterestedness

25. To the best of the Debtors' knowledge and as disclosed herein and in the Sussberg Declaration, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Sussberg Declaration.

26. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

27. The Debtors seek retention of Kirkland as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

28. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United

States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

29. The Debtors submit that for all the reasons stated above and in the Sussberg Declaration, the retention and employment of Kirkland as counsel to the Debtors is warranted. Further, as stated in the Sussberg Declaration, Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Sussberg Declaration.

Notice

30. The Debtors have provided notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee, (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney’s Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; (h) the DIP Agents and counsel thereto; (j) the ABL Lenders and counsel thereto; (k) the FILO Agent and counsel thereto; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application is also available on the website of the Debtors’ notice and claims agent at <https://cases.stretto.com/Express>. In light of the nature of the relief requested, the Debtors submit that no other or further notice is required.

No Prior Request

31. No prior request for the relief sought in this Application has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: May 16, 2024
Columbus, Ohio

/s/ Stewart Glendinning
Stewart Glendinning
Express, Inc.
Chief Executive Officer

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

In re:	)	) Chapter 11
))
EXPRESS, INC., <i>et al.</i> , ¹	)	) Case No. 24-10831 (KBO)
))
Debtors.	)	) (Jointly Administered)
))
	)	) Objection Deadline: May 30, 2024 at 4:00 p.m.
	)	) Hearing Date: June 6, 2024 at 9:30 a.m.

NOTICE OF APPLICATION

TO: (I) THE U.S. TRUSTEE, (II) THE HOLDERS OF THE 30 LARGEST UNSECURED CLAIMS AGAINST THE DEBTORS (ON A CONSOLIDATED BASIS); (III) THE OFFICE OF THE ATTORNEY GENERAL FOR EACH OF THE STATES IN WHICH THE DEBTORS OPERATE; (IV) UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF DELAWARE; (V) THE INTERNAL REVENUE SERVICE; (VI) THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION; (VII) THE UNITED STATES DEPARTMENT OF JUSTICE; (VIII) THE DIP AGENTS AND COUNSEL THERETO; (IX) THE ABL LENDERS AND COUNSEL THERETO; (X) THE FILO AGENT AND COUNSEL THERETO; AND (XI) ANY PARTY THAT HAS REQUESTED NOTICE PURSUANT TO BANKRUPTCY RULE 2002.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”), filed the *Application of the Debtors for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Application must be filed on or before **May 30, 2024 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection or

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are Express, Inc. (8128), Express Topco LLC (8079); Express Holdings, LLC (8454); Express Finance Corp. (7713); Express, LLC (0160); Express Fashion Investments, LLC (7622); Express Fashion Logistics, LLC (0481); Express Fashion Operations, LLC (3400); Express GC, LLC (6092); Express BNBS Fashion, LLC (3861); UW, LLC (8688); and Express Fashion Digital Services Costa Rica S.R.L. (7382). The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is One Express Drive, Columbus, Ohio 43230.

response upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that in accordance with Rule 9006-1 of the Local Bankruptcy Rules for the District of Delaware, any objections to the Application must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Third Floor, Wilmington, Delaware 19801. Objections, if any, must be served upon each of the following parties: (i) the Debtors, Express Inc., One Express Drive, Columbus, Ohio 43230, Attn.: Laurel Krueger (LaKrueger@express.com); (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Emily Geier (emily.geier@kirkland.com), and Nicholas M. Adzima (nicholas.adzima@kirkland.com) and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Charles B. Sterrett (charles.terrett@kirkland.com); (iii) proposed co-counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn.: Domenic E. Pacitti (dpacitti@klehr.com), Michael W. Yurkewicz (myurkewicz@klehr.com), and Alyssa M. Radovanovich (aradovanovich@klehr.com) and Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103, Attn.: Morton R. Branzburg (mbranzburg@klehr.com); (iv) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: John Schanne (John.Schanne@usdoj.gov); (v) counsel to Wells Fargo Bank, National Association, as administrative agent for certain prepetition and postpetition lenders of the Debtors, Goldberg Kohn Ltd., 55 E. Monroe St., Suite 3300, Chicago, Illinois 60603, Attn.: Randall Klein (Randall.Klein@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Keith G. Radner (Keith.Radner@goldbergkohn.com), and Eva D. Gadzheva (Eva.Gadzheva@goldbergkohn.com) and Richards Layton & Finger, 920 N. King Street, Wilmington, Delaware 19801, Attn.: John H. Knight (Knight@RLF.com), Paul N. Heath (Heath@RLF.com), and Alexander R. Steiger (Steiger@RLF.com); (vi) counsel to ReStore Capital, LLC, as administrative agent for certain prepetition and postpetition lenders of the Debtors, Ropes & Gray LLP, 191 North Wacker Drive, 32nd Floor, Chicago, Illinois 60606, Attn.: Stephen L. Iacovo (stephen.iacovo@ropesgray.com) and Chipman, Brown, Cicero & Cole, LLP, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, Attn.: Mark L. Desgrosseilliers; and (vii) counsel to the Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn. Adam C. Rogoff (arogoff@kramerlevin.com), Robert T. Schmidt (rschmidt@kramerlevin.com), and Nathaniel Allard (nallard@kramerlevin.com) and Saul Ewing LLP 1201 North Market Street, Suite 2300 P.O. Box 1266 Wilmington, Delaware 19899 Attn: Lucian B. Murley (luke.murley@saul.com) and Nicholas Smargiassi (nicholas.smargiassi@saul.com).

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER APPROVAL OF THE APPLICATION IS SCHEDULED FOR JUNE 6, 2024 AT 9:30 A.M. (ET) BEFORE THE HONORABLE KAREN B. OWENS, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE APPLICATION ARE TIMELY FILED, SERVED, AND RECEIVED IN

ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN CONNECTION WITH SUCH APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 16, 2024
Wilmington, Delaware

/s/ Domenic E. Pacitti

**KLEHR HARRISON HARVEY
BRANZBURG LLP**
Domenic E. Pacitti (DE Bar No. 3989)
Michael W. Yurkewicz (DE Bar No. 4165)
Alyssa M. Radovanovich (DE Bar No. 7101)
919 North Market Street, Suite 1000
Wilmington, Delaware 19801
Telephone: (302) 426-1189
Facsimile: (302) 426-9193
Email: dpacitti@klehr.com
myurkewicz@klehr.com
aradovanovich@klehr.com

-and-

Morton R. Branzburg (admitted *pro hac vice*)
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-3007
Facsimile: (215) 568-6603
Email: mbranzburg@klehr.com

*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Emily E. Geier, P.C. (admitted *pro hac vice*)
Nicholas M. Adzima (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
emily.geier@kirkland.com
nicholas.adzima@kirkland.com

-and-

Charles B. Sterrett (admitted *pro hac vice*)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: charles.sterrett@kirkland.com

*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:)
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Debtors.) (Jointly Administered)
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) Re: Docket No. __

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND
KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE
DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF APRIL 22, 2024**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (the “Order”) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of Delaware (the “Local Rules”); and the Court having reviewed the Application, the Declaration of Joshua A. Sussberg, the president of Joshua A. Sussberg, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Sussberg Declaration”), and the declaration of

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are Express, Inc. (8128), Express Topco LLC (8079); Express Holding, LLC (8454); Express Finance Corp. (7713); Express, LLC (0160); Express Fashion Investments, LLC (7622); Express Fashion Logistics, LLC (0481); Express Fashion Operations, LLC (3400); Express GC, LLC (6092); Express BNBS Fashion, LLC (3861); UW, LLC (8688); and Express Fashion Digital Services Costa Rica, S.R.L. (7382). The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is One Express Drive, Columbus, Ohio 43230.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Stewart Glendinning, the chief executive officer of Express, Inc. (the “Glendinning Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Sussberg Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as Exhibit 1.

3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Notwithstanding anything in the Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition special purpose retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition special purpose retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to

Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

9. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

10. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

11. To the extent the Application, the Sussberg Declaration, the Glendinning Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

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

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

EXHIBIT 1

Engagement Letter

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Joshua A. Sussberg, P.C.
To Call Writer Directly:
+1 212 390 4829
jsussberg@kirkland.com

601 Lexington Avenue
New York, NY 10022
United States
+1 212 446 4800
www.kirkland.com

Facsimile:
+1 212 446 4900

February 19, 2024

Laurel Krueger
Chief Legal Officer & Corporate Secretary
Express, Inc.
1 Express Drive
Columbus, Ohio 43230

Re: Retention to Provide Legal Services

Dear Laurel,

We are very pleased that you have asked us to represent Express, Inc. and those wholly or partially owned subsidiaries listed in an addendum or supplement to this letter (collectively, "Client") in connection with a potential restructuring. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the "Firm")) to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain

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secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$500,000. In addition, Client agrees to provide one or more additional special purpose retainer upon request by the Firm so that the amount of any special purpose retainer remains at or above the Firm's estimated fees and expenses. The Firm may apply the special purpose retainer to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any special purpose retainer is earned by the Firm upon receipt, any special purpose retainer becomes the property of the Firm upon receipt, Client no longer has a property interest in any special purpose retainer upon the Firm's receipt, any special purpose retainer will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any special purpose retainer; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any special purpose retainer held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any special purpose retainer exceeds such fees, expenses, and costs. Client further understands and acknowledges that the use of a special purpose retainer is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the special purpose retainer is in Client's best interests. The fact that Client has provided the Firm with a special purpose retainer does not affect Client's right to terminate the client-lawyer relationship.

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Please be advised that there is another type of retainer known as a “security retainer,” as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client’s funds would be held in the Firm’s segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client’s creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client’s choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the special purpose retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client’s termination of the Engagement, (b) the Firm’s withdrawal, and (c) the substantial completion of the Firm’s substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm’s services are terminated for any reason, such termination shall be effective only to terminate the Firm’s services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm’s active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client’s behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client’s professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and

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therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction"))). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

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Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of

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services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give

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Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way

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of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

* * *

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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: 
Printed Name: Joshua A. Sussberg, P.C.
Title: Partner

Agreed and accepted this ____ day of February, 2024

EXPRESS, INC.

DocuSigned by:
By: 
Name: Laurel Krueger
Title: Chief Legal Officer & Corporate Secretary
6E28874F2AB24C3...

ADDENDUM: List of Client Subsidiaries

Express Topco LLC

Express Holding, LLC

Express Finance Corp.

Express, LLC

Express Fashion Investments, LLC

Express Fashion Logistics, LLC

Express GC, LLC

Express BNBS Fashion, LLC

Express Fashion Operations, LLC

Express Fashion Digital Services Costa Rica (S.R.L.)

UW, LLC

KIRKLAND & ELLIS LLP**CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES**

Effective 01/01/2024

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - CNY1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third-party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.
- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.

- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Tax Filings:** Clients will be charged a fixed fee for certain tax filings. Our standard charge is \$400 per Form 8832 election; \$250 per Form 83(b) election for the first 20 forms, \$100 per form for any additional forms; \$1,000 each for Form SS-4 (Foreign); \$100 each for Form SS-4 (Domestic); and \$75 for each FIRPTA certificate.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are based on current U.S. charges at an appropriate exchange rate.

EXHIBIT B

Sussberg Declaration

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

In re:)
EXPRESS, INC., *et al.*,¹) Chapter 11
Debtors.) Case No. 24-10831 (KBO)
) (Jointly Administered)
)
)

**DECLARATION OF JOSHUA A. SUSSBERG
IN SUPPORT OF THE APPLICATION OF THE
DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF APRIL 22, 2024**

I, Joshua A. Sussberg, being duly sworn, state the following under penalty of perjury:

1. I am the president of Joshua A. Sussberg, P.C., a partner of the law firm of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022, and a partner of Kirkland & Ellis International, LLP (together with Kirkland & Ellis LLP, collectively, “Kirkland”). I am one of the lead attorneys from Kirkland working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the United States Courts of Appeals for the Second Circuit and Fifth Circuit and the United States District Courts for the Southern District of New York and the Northern District of Illinois. There are no disciplinary proceedings pending against me.

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are Express, Inc. (8128), Express Topco LLC (8079); Express Holding, LLC (8454); Express Finance Corp. (7713); Express, LLC (0160); Express Fashion Investments, LLC (7622); Express Fashion Logistics, LLC (0481); Express Fashion Operations, LLC (3400); Express GC, LLC (6092); Express BNBS Fashion, LLC (3861); UW, LLC (8688); and Express Fashion Digital Services Costa Rica, S.R.L. (7382). The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is One Express Drive, Columbus, Ohio 43230.

2. I submit this declaration (the “Declaration”) in support of the *Application of the Debtors for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of April 22, 2024* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland’s Qualifications

4. The Debtors seek to retain Kirkland because of Kirkland’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Sientra, Inc.*, No. 24-10245 (JTD) (Bankr. D. Del. Feb. 12, 2024); *In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Oct. 13, 2023); *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Aug. 6, 2023); *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. June 4, 2023); *In re Lannett Co., Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. May 2, 2023); *In re SiO2 Med. Prods., Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. Mar. 29, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 23, 2022).³

6. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors’ business and many of the potential legal issues that may

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

³ Because of the voluminous nature of the orders cited in this Declaration, they are not attached to this Declaration. Copies of these orders are available upon request to Kirkland.

arise in the context of these chapter 11 cases. I believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated February 19, 2024 (the “Engagement Letter”), a copy of which is attached as **Exhibit 1** to the Order, the Debtors retained Kirkland to render, without limitation, the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtor in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors’ estates, including prosecuting actions on the Debtors’ behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors’ estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors’ estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors’ estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

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- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

8. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

10. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:⁴

⁴ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if

Billing Category⁵	U.S. Range
Partners	\$1,195-\$2,465
Of Counsel	\$820-\$2,245
Associates	\$745-\$1,495
Paraprofessionals	\$325-\$625

11. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁶

12. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

13. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services

an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁵ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁶ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

14. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

15. Per the terms of the Engagement Letter, on February 29, 2024, the Debtors paid \$500,000 to Kirkland, which, as stated in the Engagement Letter, constituted a “special purpose retainer” (also known as an “advance payment retainer”) as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$6,250,000 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland’s receipt, any special purpose retainer will be placed in Kirkland’s general account and will not be held in a client trust account, and the Debtors will not earn any interest on

any special purpose retainer.⁷ A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth below.

16. During the 90-day period before the Petition Date, the Debtors paid special purpose retainer in the following amounts to Kirkland:

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Special Purpose Retainer Requested	Amount of Special Purpose Retainer Received	Resulting Special Purpose Retainer Following
Initial Request for Special Purpose Retainer	02/29/2024		\$1,500,000		
Receipt of Initial Special Purpose Retainer	02/29/2024			\$1,500,000	\$1,620,602.04
Additional Special Purpose Retainer	03/14/2024		\$250,000		
Additional Special Purpose Retainer	03/21/2024		\$500,000		
Receipt of Additional Special Purpose Retainer	03/22/2024			\$750,000	\$2,370,602.04
Additional Special Purpose Retainer	03/28/2024		\$500,000		
Additional Special Purpose Retainer	04/05/2024		\$500,000		
Receipt of Additional Special Purpose Retainer	04/08/2024			\$500,000	\$2,870,602.04
Additional Special Purpose Retainer (Full Statement)	04/08/2024	\$1,657,779.54			\$1,212,822.50
Additional Special Purpose Retainer	04/09/2024		\$2,000,000		
Receipt of Additional Special Purpose Retainer	04/12/2024			\$2,500,000	3,712,822.50
Additional Special Purpose Retainer (Full Statement)	04/15/2024	\$1,806,290.42			\$1,906,532.08

⁷ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

Additional Special Purpose Retainer	04/16/2024		\$1,000,000		
Additional Special Purpose Retainer	04/18/2024		\$500,000		
Receipt of Additional Special Purpose Retainer	04/19/2024			\$1,500,000	\$3,406,532.08
Additional Special Purpose Retainer (Full Statement)	04/19/2024	\$1,410,753.67			\$1,995,778.41

17. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland's special purpose retainer, Kirkland's total special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

18. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

19. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both

in connection with this Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

20. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

a. **Question:** Did Kirkland agree to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement?

Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

b. **Question:** Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

Answer: No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

c. **Question:** If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland's current hourly rates for services rendered on behalf of the Debtors range as follows:⁸

Billing Category	U.S. Range
Partners	\$1,195-\$2,465
Of Counsel	\$820-\$2,245
Associates	\$745 - \$1,495
Paraprofessionals	\$325 - \$625

⁸ While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

d. **Question:** Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

Answer: Yes, for the period from April 22, 2024 through July 31, 2024.

Kirkland's Disinterestedness

21. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the “Potential Parties in Interest”) and such parties are listed on **Schedule 1** hereto. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** hereto. In addition, after Kirkland identified all client connections with the parties in interest over a specified time period, Kirkland circulated a survey email to all Kirkland attorneys who billed 10 or more hours to such clients during the prior six years. Further, beyond the individual emails, Kirkland sent a daily report of new matters firm wide. All Kirkland attorneys are responsible for reviewing the daily report of new matters and raising any potential concerns with respect to new representations. Except with respect to matters specifically disclosed in this Declaration, Kirkland did not receive any answers in the affirmative to these emails. Additionally, to the extent that I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

22. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in

interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:⁹

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors and Non-Debtor Affiliates
1(b)	Directors and Officers
1(c)	Equity Holders
1(d)	Bankruptcy Judges and Staff for the United States Bankruptcy Court for the District of Delaware, and U.S. Trustee Personnel
1(e)	Banks, Lenders, Lien Parties, and Administrative Agents
1(f)	Benefit Providers
1(g)	Debtor Professionals
1(h)	Equipment Lessors
1(i)	Insurers
1(j)	JV Partner
1(k)	Landlords
1(l)	Litigation Parties
1(m)	Official Committee Professionals
1(n)	Potential M&A Counterparties
1(o)	Staffing Agencies
1(p)	Surety
1(q)	Taxing Authorities
1(r)	Vendors

23. To the best of my knowledge, (a) Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the

⁹ Kirkland’s inclusion of parties in the following Schedules is solely to illustrate Kirkland’s conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

24. Listed on Schedule 2 to this Declaration are the results of Kirkland's conflicts searches of the above-listed entities.¹⁰ For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on Schedule 2 that are current clients of Kirkland (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.¹¹

25. Of the entities listed on Schedule 2, only one, GLP Pte. Ltd. ("GLP"), a vendor of the Debtors, represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on April 22, 2024. I do not believe that any current or former representation of GLP precludes it from meeting the disinterestedness standard under the Bankruptcy Code.

¹⁰ As referenced in Schedule 2, the term "current client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in Schedule 2, the term "former client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in Schedule 2, the term "closed client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland's representation rather than its potential listing in Kirkland's conflicts search system. The list generated from Kirkland's conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with "former clients" or "closed clients" for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

¹¹ The Debtors also seek to employ and retain Klehr Harrison Harvey Branzburg LLP as conflicts counsel pursuant to the *Debtors' Application Seeking an Order Authorizing the Retention and Employment of Klehr Harrison Harvey Branzburg as Conflicts Counsel for the Debtors and Debtors in Possession as of the Petition Date*.

26. Kirkland's conflicts search of the entities listed on Schedules 1(a) – 1(r) (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of my knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

27. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the United States Trustee for the District of Delaware (the "U.S. Trustee"), any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of Delaware, except as disclosed or otherwise described herein.

28. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

29. Generally, it is Kirkland's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (e.g., a customer), and the entity appears in a subsequent conflicts search in a different capacity (e.g., a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

30. From time to time, certain former partners of Kirkland are entitled to compensation for a limited period of time following their departure from the firm.

31. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

32. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

33. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to Officers and Directors.

34. As disclosed below and on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries and entities associated with the Debtors' current and recent former officers and directors. I do not believe that Kirkland's current or prior representation of the affiliates, subsidiaries, and entities associated with certain officers and

directors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

35. Karen Leever, a current director of the Debtors, is the chief operating officer of a Kirkland client, Fetch, Inc. I do not believe that Kirkland's current or prior representation of clients for which Karen Leever served or serves in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

36. Yehuda Shmidman, a recent former director of the Debtors, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Yehuda Shmidman served in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

B. Connections to Other Entities.

37. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, WHP Global LLC ("WHP Global"). WHP Global holds 7.25% of debtor Express, Inc.'s publicly-traded equity. WHP Global's controlled affiliate—EXPWHP, LLC—owns 60% of EXP Topco, LLC, a joint venture entity that holds 100% of the Debtors' intellectual property interests. WHP Global, through other controlled affiliates, owns 100% of the Bonobos intellectual property, from whom the Debtors license the right to operate Bonobos' business. Commencing in 2023, Kirkland represented WH Buyer, LLC ("WHP") in its proposed acquisition of Rag & Bone. In the fall of 2023, in the course of that representation, Kirkland represented WHP in its negotiations with Express with respect to a proposed transaction in which Express would acquire certain operating assets of Rag & Bone, and affiliates of WHP would concurrently acquire the intellectual property of Rag & Bone. A separate Kirkland team represented Express in those

negotiations. Express did not ultimately proceed with the Rag & Bone transaction, and subsequently, in April of 2024, WHP acquired Rag & Bone together with affiliates of Guess?, Inc. Kirkland has not represented, and will not represent, WHP in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of WHP precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

38. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Bazaarvoice, Inc. and various of its subsidiaries and affiliates ("Bazaarvoice") on a variety of matters. Kirkland's current and prior representations of Bazaarvoice have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Bazaarvoice in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Bazaarvoice precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

39. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Wells Fargo Bank N.A. and various of its subsidiaries and affiliates ("Wells Fargo"), which is a depository bank to the Debtors, on a variety of matters. Kirkland's current and prior representations of Wells Fargo have been in matters unrelated to the Debtors in these chapter 11 cases. Kirkland has not represented, and will not represent, Wells Fargo in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Wells Fargo precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

C. Potential M&A Transaction Counterparties.

40. The Debtors are in discussions with certain parties (and may be in discussions with other parties in the future) regarding potential M&A transactions regarding the Debtors and their businesses. Due to the inherently competitive nature of this process, it is imperative that the identities of these potential counterparties remain confidential. The Debtors have disclosed to the U.S. Trustee the identities of the potential counterparties and Kirkland's connections to such potential counterparties, and Kirkland believes such disclosure is sufficient and reasonable under the circumstances and at this time. However, should the Court request disclosure of the identities of the potential counterparties, the Debtors are prepared to file with the Court under seal a version of this Declaration that contains a schedule of the potential counterparties and Kirkland's connections to such potential counterparties. For the avoidance of doubt, Kirkland will not represent any of the potential counterparties in connection with any matter in these chapter 11 cases.

D. Other Chapter 11 Professionals.

41. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seeks to retain in connection with these chapter 11 cases. Kirkland's current and prior representations of these professionals have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, any such professionals in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of these professionals precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

42. One of the Debtors' ordinary course professionals is Joele Frank Wilkinson Brimmer Katcher ("Joele Frank"). As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Joele Frank, on a variety of matters. Kirkland's current and prior representations of Joele Frank have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Joele Frank in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Joele Frank precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

43. One of the Debtors' ordinary course professionals is KPMG LLP ("KPMG"). As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, KPMG, on a variety of matters. Kirkland's current and prior representations of KPMG have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, KPMG in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of KPMG precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

44. The Debtors' proposed investment bank is Moelis & Co. ("Moelis"). As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Moelis, on a variety of matters. Kirkland's current and prior representations of Moelis have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Moelis in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Moelis precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

45. The Debtors' proposed audit services provider is PricewaterhouseCoopers LLP ("PwC"). As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, PwC, on a variety of matters. Kirkland's current and prior representations of PwC have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, PwC in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of PwC precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

46. On April 24, 2024, the Court approved Stretto, Inc. ("Stretto") as the Debtors' notice and claims agent. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, certain affiliates of Stretto, and its affiliate Stone Point Capital LLC, in a variety of matters. Kirkland's current and prior representation of Stretto has been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Stretto in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Stretto precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

E. Kirkland Attorney and Employee Investments.

47. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland's knowledge. Each Kirkland person generally owns substantially

less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

48. From time to time one or more Kirkland partners and of counsel voluntarily choose to form an entity (a "Passive-Intermediary Entity") to invest in one or more Investment Funds. Such Passive-Intermediary Entity is composed only of persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity's formation (although some may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland's partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the

identity of the securities purchased, sold, or held by the Investment Funds (“Known Holdings”), such Known Holdings are submitted to Kirkland’s conflict checking system.

49. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

F. Former Clerks.

50. Kirkland attorney Jose Elaine Lugo had a clerkship with Judge Karen B. Owens in the United States Bankruptcy Court for the District of Delaware from 2020 to 2021 and Kirkland attorney Jacob Black had a clerkship with Judge Christopher S. Sontchi in the United States Bankruptcy Court for the District of Delaware from 2020 to 2021 (the “Former Clerks”). I do not believe that the Former Clerks’ work for the Court precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

G. Other Disclosures.

51. Finally, certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised Kirkland that the Debtors’ relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude Kirkland’s joint representation of the Debtors in these chapter 11 cases.

52. Kirkland currently represents, and formerly has represented, Bank of America, N.A. (“Bank of America”) and certain of its affiliates, in a variety of matters. Bank of America is an equity holder in these chapter 11 cases. Kirkland’s representations of Bank of America, in the aggregate, accounted for less than one percent of Kirkland’s fee receipts for the twelve-month period ending on April 22, 2024. All of Kirkland’s current and prior representations of Bank of America have been unrelated to the Debtors and these chapter 11 cases. I do not believe that Kirkland’s representation of Bank of America precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

53. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. JPMorgan Chase & Co. is among the Debtors’ equity holders. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland’s representation of the Debtors.

54. Reginald Brown, a Kirkland partner, is a member of the board of directors of Blackstone, Inc. Blackstone is a secured lender of the Debtors. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Mr. Brown from all aspects of Kirkland’s representation of the Debtors. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

55. James H.M. Sprayregen, a Kirkland partner, is the incoming Vice Chairman of Hilco Global (“Hilco Global”). Hilco Global is the ultimate parent of Hilco Trading LLC (“Hilco Trading”). Hilco Trading is providing services to the Debtors as a secured lender in these chapter 11 cases. Mr. Sprayregen has not worked, and will not work, on the Debtors’ cases while at Kirkland. I do not believe that Mr. Sprayregen’s upcoming employment at Hilco Global precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code. In

addition, out of an abundance of caution, Kirkland has instituted formal screening measures to screen Mr. Sprayregen from all aspects of Kirkland's representation of the Debtors.

56. The son of Kirkland partner Patrick J. Nash, Jr., is employed by Hilco Redevelopment Partners LLC, an affiliate of Hilco Trading. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

57. Furthermore, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the representation, including attorneys Leon Peschel, who worked on a transactional matter involving certain affiliates of WHP Global LLC, Bonobos, and Express, Inc., Fadila Akel, who worked on a real estate matter adverse to Express Fashion Operations at a prior place of employment, Ryan C. Myers, who worked on a patent litigation matter adverse to Express LLC at a prior place of employment, Luke Guerra, who serves on the board of Big Brothers Big Sisters of Greater Los Angeles, and retired attorney James S. Rowe who serves on the board of Big Brothers Big Sisters of Metropolitan Chicago. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

58. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland Attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened

Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement of Disinterestedness

59. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

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

Dated: May 16, 2024

Respectfully submitted,

/s/ Joshua A. Sussberg

Joshua A. Sussberg

as President of Joshua A. Sussberg, P.C., as
Partner of Kirkland & Ellis LLP; and as Partner
of Kirkland & Ellis International LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Joshua A. Sussberg in Support of the Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of April 22, 2024* (the “Sussberg Declaration”).¹ Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Sussberg Declaration, matching the incomplete or ambiguous name.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sussberg Declaration.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors and Non-Debtor Affiliates
1(b)	Directors and Officers
1(c)	Equity Holders
1(d)	Bankruptcy Judges and Staff for the United States Bankruptcy Court for the District of Delaware, and U.S. Trustee Personnel
1(e)	Banks, Lenders, Lien Parties, and Administrative Agents
1(f)	Benefit Providers
1(g)	Debtor Professionals
1(h)	Equipment Lessors
1(i)	Insurers
1(j)	JV Partner
1(k)	Landlords
1(l)	Litigation Parties
1(m)	Official Committee Professionals
1(n)	Potential M&A Counterparties
1(o)	Staffing Agencies
1(p)	Surety
1(q)	Taxing Authorities
1(r)	Vendors

SCHEDULE 1(a)

Debtors and Non-Debtor Affiliates

EXP TopCo LLC
Express BNBS Fashion LLC
Express CG LLC
Express Fashion Digital Services Costa Rica SRL
Express Fashion Investment LLC
Express Fashion Logistics LLC
Express Fashion Operations LLC
Express Finance Corp.
Express Holding LLC
Express Inc.
Express LLC
Express Topco LLC
EXPWHP LLC
UW LLC

SCHEDEULE 1(b)

Directors and Officers

Archbold, Michael G.
Davenport, Terry
Finigan, Matthew
Glendinning, Stewart
Krueger, Laurel
Leever, Karen
Lopez, Patricia
Mangum, Mylle H.
Mehta, Satish
Reese, Mike
Shmidman, Yehuda
Still, Mark
Swinburn, Peter
Tervo, Sara
Zinkin, Effy

SCHEDEULE 1(c)

Equity Holders

Abubakier, Saleh K.
Bassignani, Steven M.
Bovitch, Tyler B.
Cede & Co.
Clement, Kevin-Mitchell
Davis, Brian Thomas
Ebrahim, Waleed M.
Ferova, Jeremy
Ferova, Jolene
Gonzalez, Francisco Javier
Klein, Sarah L.
Kurzon, Jeffrey Mead
Lionheart, Robin
Monroe, Joshua R.
Mueller, Christopher D.
Oberg, Alex J.
Orellana, Max E.
Pak, Christopher
Pak, Peter Myung-Won
Piwowarski, Thomas
Putnam, Aaron Joseph
Ray, Joshua Anthony
Ray, Robyn Lynn
Rice, Jeffrey Hunter
Silverman, David
Swift, Jason J.
Swift, Kelsey
Thompson, Craig
Wheeler, Charles
Ramji, Alim

SCHEDULE 1(d)**Bankruptcy Judges and Staff for the United States Bankruptcy Court for the District of Delaware, and U.S. Trustee Personnel**

Attix, Lauren	Shannon, Brendan L.
Barksdale, Nickita	Sierra-Fox, Rosa
Bates, Malcolm M.	Silverstein, Lauire Selber
Batts, Cacia	Stickles, J. Kate
Bello, Rachel	Subda, Paula
Brady, Claire	Vara, Andrew
Bu, Fang	Walker, Jill
Capp, Laurie	Walrath, Mary F.
Casey, Linda	Wynn, Dion
Cavello, Robert	Yeager, Demitra
Chan, Ashley M.	
Cudia, Joseph	
Dice, Holly	
Dorsey, John T.	
Dortch, Shakima L.	
Farrell, Catherine	
Fox, Timothy J., Jr.	
Gadson, Danielle	
Giodano, Diane	
Girello, Michael	
Goldblatt, Craig T.	
Green, Christine	
Hackman, Benjamin	
Haney, Laura	
Horan, Thomas M.	
Hrycak, Amanda	
Johnson, Lora	
Jones, Nyanquoi	
Leamy, Jane	
Lipshie, Jonathan	
Lopez, Marquietta	
Lugano, Al	
McCollum, Hannah M.	
McMahon, Joseph	
Nyaku, JOnathan	
O'Malley, James R.	
Owens, Karen B.	
Richenderfer, Linda	
Sarkessian, Juliet	
Schepacarter, Richard	
Serrano, Edith A.	

SCHEDULE 1(e)

Banks, Lenders, Lien Parties, and Administrative Agents

1903 Partners LLC
Banco Popular SA
Bank of America NA
Fifth Third Bank NA
First Eagle Alternative Credit LLC
MGF Sourcing US LLC
ReStore Capital LLC
Wells Fargo Bank
Wells Fargo Bank NA
Wells Fargo Securities LLC

SCHEDULE 1(f)

Benefit Providers

Alight
ARAG SRL
CVS Caremark
Delta Dental Insurance Co.
Matrix Psychological Services Employee Assistance Program Inc.
Metropolitan Life Insurance Co.
Optum Bank Inc.
Prudential
Securian Life Insurance Co.
Smart-Choice Holdings Inc.
United Healthcare Services Inc.
Unum Life Insurance Co. of America
VSP Global Inc.

SCHEDEULE 1(g)

Debtor Professionals

A&G Realty Partners LLC
Joele Frank
Kirkland & Ellis LLP
KPMG International Ltd.
M3 Partners LP
Moelis & Co.
PricewaterhouseCoopers International Ltd.

SCHEDULE 1(h)

Equipment Lessors

Quadient Leasing USA Inc.
Ricoh USA Inc.
Ricoh USA Managed Service

SCHEDULE 1(i)

Insurers

American International Group Inc.
Chubb Insurance Co. of Puerto Rico
Chubb Ltd.
Endurance Worldwide Insurance Ltd.
Great American Insurance Co.
Lloyd's of London Ltd.
Markel Group Inc.
Prudential Insurance Co.
Sompo Insurance
Sompo Lead
Starr Insurance Cos.
Travelers Insurance
Travelers Lead
UNUM Life Insurance Co.
Zurich & Affiliated FM

SCHEDULE 1(j)

JV Partner

WHP Global LLC

SCHEDEULE 1(k)**Landlords**

0145 Barton Creek Spg (TX)	Allstate Road (Edens) LLC
0302 Battlefield Mall LLC	Alto 900 Lincoln Road LP
0511 Simon Property Group (TX)	Ameream LLC
1308 Simon Property Group (TX)	Annapolis Mall LP
1552 Broadway Retail Owner LLC	Antelope Valley Shop - Lockbox
17 North State LLC	AP 1519-1521 Walnut St. LP
173 Court Street Holdings LLC	AP Newbury Street Portfolio #1 LLC
2105 Simon Property Group LP	AP Union II LLC
230 Clarendon Street LLC	Arbor Place II LLC
2307 Simon Property Group LP	Arden Fair Associates LP
2324 Lakeline Dev	Arizona Mills Mall LLC
235 N. Fourth Street LLC	Arrowhead Town Center LLC
2810 Newport Centre LLC	Arundel Mills LP
3107 Penn Ross JV	Atlanta Outlet Shoppes CMBS LLC
31st Steinway Partners	Atlantic City Associates
3632 Mall at Smith Haven	Aventura Mall Venture
4670 Orland LP	Avenues Mall LLC
4674 South Hills Village	Bangor Mall Realty LLC
4676 Westchester Mall LLC	Basset Place Re Co. LLC
4693 Shops at St. Johns LLC	Bay Street Centercal LLC
4825 Simon Property Group LP	Baybrook Mall
4832 Simon Property Group LP	Bayside Marketplace LLC
488 Madison Avenue Associates LLC	Beachwood Place Mall LLC
490 Lower Unity LP	Bel Air Mall Realty Holding LLC
5060 Montclair Plaza Lane Owner LLC	Belden Mall LLC
53 Greenwich Avenue Associates LLC	Bellevue Square LLC
555 11th Owner LLC	Bellevue Square Merchants
7604-Pheasant Lane	Bellwether Properties of Massachusetts LP
7607 Woodland Hills Mall	Berkshire PA Holdings LLC
900 North Michigan LLC	Birch Run Outlets II LLC
9780 Mall at Miami International	BJW Realty LLC
9862 Coral - CS Ltd. Associates	Bluegrass Outlet Shoppes II LLC
AAT Del Monte LLC	Boardwalk Routh LLC
Acadia Realty LP	Boston Properties LP
Acadia Realty Trust	Boulevard Mall SPE LLC
Acadia West Diversey LLC	Boynton Beach Mall LLC
Acadiana Mall LLC	BPR-FF LLC
ACS Town Square Shopping Center In LLC	Braintree Property Associates LP
Albertville Premium Outlets	Brandon (Tampa) LP
Alderwood Mall LLC	Brandon Shopping Center Partners
Algonquin I LLC	BRE/Pearlridge LLC
Allen Premium Outlets LP	Brea Mall

Brickell City Centre Retail LLC	Columbus Outlets
Bridge Group Investments II LLC	Concord Mills Mall
Bridgewater Common Mall II LLC	Connecticut Post LP, The
Bridgewater Commons	Coolsprings Mall LLC
Brookfield Square Joint Venture	Coral Ridge Mall LLC
Brooklyn King Plaza LLC	Cord Meyer Development Co.
Brunswick Square Mall LLC	Coroc/Rehoboth III LLC
BV Centercal LLC	Coroc/Riviera LLC
BVA Avenue LLC	Corpus Christi Retail
Cadillac Fairview Corp. Ltd., The	Corso LLC
Cafaro Management Co.	Corte Madera Village LLC
Camarillo Premium Outlets	Country Club Plaza JV LLC
Campana 125 LLC	Countryside Mall LLC
Canal Square Associates LP	CP Commercial Delaware LLC
Carolina Place	CPF District Owner LLC Lockbox
Castleton Square LLC	CPG Mercedes LP
Cats Brothers	CPG Partners LP
Causeway LLC	Craig Realty Group
CBI-Friendly Center CMBS	Craig Realty Group - Tulare LLC
CBI-Monroeville LP	Creekside 126 LLC
CBI-Westmoreland LP	Cross County Shopping Center
CBL SM-Brownsville LLC	Cross Creek Mall SPE LP
Centennial VTC LLC	Crossgates Mall General Co. Newco LLC
Centennial Waterfall Willow Bend LLC	Crossings Premium Outlets, The
Centennial Westland Mall Partners LLC	Crossroads Mall Realty Holding LLC
Centro de Ciencia y Tecnologia	Cruz, Sarahi
Century City Mall LLC	Crystal Run Galleria LLC
Charles Mall Co. LP	CVM Holdings Crabtree Valley Mall
Charles WV Mall LLC	Dartmouth Mall
Charlotte Outlets LLC	Day Jay Associates
Cherry Hill Mall LLC	DDR Urban LP
Cherryvale Mall LLC	Deerbrook Mall
Chicago Premium Outlets	Del Amo Fashion Center
Christiana Acquisitions	Denver Pavillons Owner Co.
CIII Gecmc05-C1 Lakeside Mall	Denver Premium Outlets
Citizens National Bank Building LLC	Destin Commons Ltd.
Citrus Park Mall Owner LLC	Development Area 5 LP
City Creek Center Associates	Dolphin Mall Associates LP
City Creek Center Associates LLC	Domain Mall II LLC, The
Clackamas Mall LLC	Domain Retail Property Owner
Clay Terrace Partners LLC	Donnelley Financial LLC
Clinton Crossing Premium Outlets	Dos Lagos Squared LLC
Coastal Grand CMBS LLC	DTC Development MSP LLC
Coastland Center LLC	E&P at East Brunswick LLC
Coconut Point Town Center LLC	Eastland Mall
Colorado Mills Mall LP	Easton Town Center II LLC

Eastview Mall LLC	GGP Holding II Inc.
Eastwood EMC	GGP LP
Eaton Centre Management Office	GGP Maine Mall LLC
Eatontown Monmouth Mall LLC	GGP Meadows Mall LLC
Edinburgh Premium Outlets	GGP Newgate Mall LLC
Edison Mall	GGP Staten Island Mall LLC
EKFH LLC	GGP/Homart II LLC
Eklecco Newco LLC	GGP-Grandville LLC
El Paso Outlet Center CMBS LLC	Gilroy Premium Outlets
Elmwood Properties LLC	Glendale I Mall Associates LP
EMI Santa Rosa LP	Gloucester Premium Outlets LLC
Empire Mall LLC	GMV (Mall) Venture LLC
Fairfax, County of (VA)	Governors Square Mall LLC
Fairlane Town Center Realty Holding LLC	Grand Prairie Outlets LLC
Fairmall Leaseholds Inc.	Grapevine Mills Mall LP
Falls Shopping Center Associates, The	Great Friends Agency
Fashion Centre Mall LLC	Great Mall at Milpitas, The
Fashion Outlets at Foxwoods LLC	Greece Ridge LLC
Fashion Valley Mall	Green Hills Mall TRG LLC
Fayette Mall SPE LLC	Greene Town Center LLC, The
FFB Retail Property LLC	Greenwood Park Mall LLC
First Colony Mall LLC	GT Cross Pointe LLC
First Sterling Greenwich Corp.	Gulf Coast Factory Shops LP
Flatiron Property Holding LLC	Gulfport Factory Shops LP
Florida Mall Associates Ltd.	Gwinnett Place Mall
Forbes Taubman Orlando	Hamilton Mall Realty LLC
Forbes/Cohen FLA Property	Hamilton Place CMBS LLC
Forest Harlem Properties Ltd.	Hamilton TC LLC
Four State Properties LLC	Handlery Hotels Inc.
Fox Hills Mall LP	Harbor East Parcel B-Retail
Fox Valley Mall LLC	HG Galleria LLC
Franklin Mills Association LP	HGIT Briargate LLC
Franklin Park Mall LLC	Highland Village LP
Freehold Chandler Trust TWC Chandler LLC	Hill Center at Green Hills LLC
Freemall Associates LLC	Holyoke Mall Co. LP
Frit San Jose Town & Country Village LLC	Hoover Mall Ltd. LLC
FSH Associates LP	Hulen Mall LLC
G&L Building Corp.	Imperial Valley Mall II LP
Galleria at Wolfchase LLC	International Environmental Management
Galleria Mall Investors	Irvine Co. LLC, The
Galveston Outlets LLC	Jamestown 283 Dartmouth
Gardens Promotional Fund	JBG/Shay Retail LLC
Genesee Mall Realty LLC	Jersey Shore Premium Outlets LLC
GGP Columbia Mall	JG Elizabeth II LLC
GGP Four Seasons LP	JG Winston-Salem LLC
	Jordan Creek Town Center LLC

JPMCC 2014-C20 Lincolnwood Town Center LLC	Macerich Northwestern Associates
JPPF Buckhead Village LP	Macerich Oaks LP
K/BTF Broadway LLC	Macerich Partnership LP, The
Kenwood Mall LLC GGP-TRS LLC	Macerich South Plains LP
Keystone FLA Property Holding	Macerich Stonewood LLC
Kildeer Village Square LLC	Macerich Twenty Ninth Street LLC
King of Prussia Associate	Macerich Vintage Fair Ltd.
King of Prussia, City of (PA)	MACWH LP
Kittery Development LLC	Madison-East Towne LLC
Kravco Inc.	Madison-West Towne LLC
KRE Broadway Owner LLC	Mainplace Shoppingtown LLC
KRE Colonie Owner Lockbox	Mall 1 Bay Plaza LLC
KRG Lansing Eastwood LLC	Mall at Auburn LLC
La Cienega Ltd., Department 58801	Mall at Briarwood LLC
Lacantera Retail Ltd. Partnership	Mall at Chestnut Hill LLC
Lake Buena Vista Joint Venture LLC	Mall at Cottonwood LLC
Lake Success Shepping Center	Mall at Great Lakes LLC
Lakeside Ootb Ventures LLC	Mall at Gurnee Mills LLC
Laredo Outlet Shoppes LLC	Mall at Irving LLC
Las Vegas North Premium Outlets	Mall at Jefferson Valley LLC
Las Vegas South Outlets LLC	Mall at Katy Mills LP
Lasalle Property Fund REIT Inc.	Mall at Northshore LLC
Laurel Park Retail Properties	Mall at Potomac Mills LLC
Leawood TCP LLC	Mall at Solomon Pond LLC
Leesburg Corner Premium Outlets	Mall at Summit LLC
Legacy West Investors	Mall at White Oaks LLC
Lehigh Valley Mall LLC	Mall Del Norte LLC
Lenox Square	Mall In Columbia, The
Liberty Center LLC	Mall of Georgia LLC
Lighthouse Place Premium Outlets LLC	Mall of Louisiana LLC
Lincoln Plaza Center	Market Place S/C GGPLP
Lindale Mall Realty Holding LLC	Market Place, The
Little Rock Outlets Realty Holding LLC	Market Street - The Woodlands
Livermore Premium Outlets	Maryland Plaza South LLC
Livingston Mall Realty Holding LLC	Mayfair Mall LLC
Louis Joliet Realty LLC	Mayflower Cape Cod LLC
Lynnhaven Mall LLC	Mckinley Mall Realty Holding LLC
M&J - Big Waterfront Town Center I LLC	MCM Properties Ltd.
Macerich Buenaventura LP	Meadowood Mall SPE LLC
Macerich Cerritos LLC	Melbourne Square LLC
Macerich Deptford LLC	Memorial City Mall LP
Macerich Fresno LP	Merchants Association BS
Macerich Lakewood LP	Merchants Row Webward LLC
Macerich Niagara LLC	Mershops Galleria at Sunset LLC
Macerich North Park Mall LLC	Mesilla Realty LLC
	Meyerland Retail Associates LLC

Mid-South Outlet Shops LLC
Miromar Outlet East LLC
MK Oakland Mall LLC
MMH Mall LLC
MOAC Mall Holdings LLC
Monarchs Sub LLC
Montgomery Mall Owner LLC
Montgomery Mall Partnership
Moreno Valley Mall Holding LLC
MSC1 2011-C2 Ingram Park LLC
MSM Property LLC
MVV Owner LLC
Natick Mall LLC
NE Gateway Mall Propco LLC
Ned Altoona LLC
Newpark Mall LP
Norfolk Outlets LLC
North County Shops BGI GP LLC
North Georgia Premium Outlets
North Hills Owner LLC
North Riverside Park Association LLC
North Town Mall Realty Holding LLC
Northfield Square Mall Realty LLC
Northpark Merchants Association
Northpark Partners LP
Northwood Mall Realty Holding LLC
Northwoods Mall CMBS LLC
NPP Development LLC
NSMJV LLC
NW Arkansas Mall Realty LLC
Oak Park Mall LLC
Oakbrook Urban Venture LP
Oaks Mall, The
Oakwood Hills Mall LLC
Oglethorpe Mall
OKC Outlets I LLC
Old Orchard Urban Ltd. Partnership
Omaha Outlets SPE LLC
Ontario Mills LP
Ontrea Inc.
Ontrea Inc., Markville
Ontrea Inc., Masonville
OPRY Mills Mall LP
Orlando Outlet Owner LLC
Orlando Vineland Po LP
Outlet Collection, The
Outlet Village of Hagerstown LP
Outlets at Westgate LLC
Palm Beach Outlets I LLC
Palm Desert LP
Paramus Park Shopping Center
Park City Business Trust
Parkdale Mall CMBS LLC
Parks at Arlington, The
Parkway Place SPE LLC
Partners Mall Abilene LLC
Pearland Town Center LP
Pearlridge Center Association
Pembroke Lakes
Penn Square Mall LLC
Perimeter Mall LLC
Petaluma Village Premium Outlets
PFP Columbus II LLC
Philadelphia Premium Outlets LLC
Pizzuti GM LLC
Plaza Bonita LLC
Plaza Carolina Mall LP
Plaza Del Caribe
Plaza Frontenac Acquisition LLC
Plaza Las Americas Inc.
Plaza West Covina LP
Pleasant Prairie Premium Outlets LLC
Pom-College Station LLC
Poughkeepsie Galleria LLC
PPF RTL Atlantic Town Center LLC
PPF RTL Rosedale Shopping Center LLC
PPR Washington Square LLC
PR Avalon Phase I Owner LLC
PR Capital City
PR Gallery I LP
PR Patrick Henry LLC
PR Plymouth Meeting LP
PR Prince George Plaza LLC
PR Springfield Delco LP
PR Springfield Town Center
Preit Associates LP
Preit Services LP
Premium Outlet Partners LP
Prep Hillside Real Estate LLC
Prisa Arbor Lakes LLC
Promenade Shops - 10220472
Providence Place

Pyramid Walden Co. LP	Shops At Mission Viejo LLC
Quaker Associates LLC	Shops at NorthCreek LLC, The
Queens Center SPE LLC	Shops at Summerlin North LP, The
Rar2 Marina Marketplace CA	Short Hills Associates
RC Lincoln Road Holdings LLC	Short Pump Town Center LLC
Red Sparks SPE LLC	Simon Capital GP
Reep-Rtl Mpm Ga LLC	Simon Capital LP
Retail Property Trust, The	Simon Property Group
Riderwood USA Inc.	Simon Property Group (TX) LP
Ridgedale Center LLC	Simon Property Group LP
River Oaks Center LLC	Simon/Clarksburg Development LLC
RM Member LLC	Singlepay
Robinson Mall Realty Holding LLC	SI Mall LLC
Rockaway Center Associates	Slts Grand Avenue II LP
Rocksal Mall LLC	SM Eastland Mall LLC
Rolling Oaks Mall Realty Holding LLC	Somerset Collection Ltd.
Roosevelt Field	South Coast Plaza
Roosevelt Field Mall	South County Shoppingtown
Roseville Shoppingtown LLC	South Mill Mall
Round Rock Premium Outlets	South Shore Mall Realty LLC
Rouse F.S. LLC	Southcenter Owner LLC
RPI Carlsbad LP	Southdale Center LLC
RPI Greenville Mall LP	Southern Park Mall LLC
RPT Realty LP	Southlake Indiana LLC
RREEF American Reit II Corp.	Southland Center LLC
RSE Independence LLC	Southpark Mall LP
RSS Ubsbb2012C4-Ut Nmh LLC	Southwest Plaza LLC
RSS Ubsbb2013-C6-F1 Bml, LLC	Spark JC LLC
Ruiz, Norman	Spectrum Real Estate Advisors
Saint Louis Galleria LLC	SPG Finance II LLC
Salisbury Mall Realty Holding LLC	SPG Houston Holdings LP
Sam Walnut LLC	SPG Prien LLC
Sandusky Mall Co.	SPM Acquisition LLC
Sangertown Square LLC	Spotsylvania Mall Comp
Scottsdale Fashion Square	Spus9 Fb Paddock Prop LLC
SDG Dadeland Associates Inc.	SRE Hawkeye LLC
SDG Fashion Mall LP	SRE Ontario LLC
SDQ Fee LLC	SRMF Town Square Owner LLC
Seaport Boston	St. Augustine Premium Outlets
Seattle Premium Outlets	St. Clair Square SPE LLC
Seminole Mall Realty Holding LLC	St. Cloud Mall LLC
Settlers' R2 Inc.	St. Louis Premium Outlets LLC
Sherman Oaks Fashion	Stamford Town Center LLC
Shoppes At Buckland Hills LLC	Star-West Chicago Ridge LLC
Shoppes at River Crossing	Star-West Franklin Park Mall LLC
Shopping Center Associate	Star-West Great Northern Mall LLC

Star-West Parkway Mall LP	University Village
Stoneridge Properties LLC	Urban Shopping Centers LP
Stonestown Shopping	US Centennial Vancouver Mall LLC
Street Retail Inc.	UTC Venture LLC
STRS Ohio II Real Estate Investments LLC	Valley Plaza Mall LP
Sunland Park Mall LLC	Valley Stream Green Acres LLC
Sunrise Mall Holdings LLC	Valley View Mall SPE LLC
Sunrise Mills (MLP) LP	Valley View Realty Holding LLC
Sunvalley Associates	Valley West Mall LLC
Tacoma Mall	Viking Rideau Corp.
Tampa Premium Outlets LLC	VR Mall LLC
Tampa Westshore Associates LP	Waller Realty Inc.
Tanger Daytona LLC	Walt Whitman Mall LLC
Tanger National Harbor LLC	Warwick Mall Owner LLC
Tanger Outlets Deer Park	Washington LLC, The
Tanger Properties LP	Water Tower Owner LLC
Tanger San Marcos LLC	Waterford Lakes Town Center LLC
Taubman Auburn Hills	Wedderbum, Jordan
Taubman Cherry Creek	West Acres Development LLP
TB Mall at UTC LLC	West County Mall CMBS LLC
Temecula Towne Center Associates	West Farms Mall LLC
Thomas White Investments LLC	West Town Mall LLC
TM Northlake Mall LP	Westchester Mall LLC
TM Partridge Creek Mall	Westcor Realty LP
TM Wellington Green Mall	Westfield Garden State
Topanga Plaza LLC	Westgate Mall Realty LLC
Tory Burch LLC	Westland Garden State Plaza LP
Town Center at Aurora LLC	Westland South Shore Mall
Town Center at Boca Raton Trust, The	Westminster Mall LLC
Town Center at Cobb Reality Holding LLC	Westroads Mall GGPLP
Towson TC LLC	WFP Retail Co. LP
TRCC/Rock Outlet Center LLC	Wheaton Plaza Regional Shopping
Treasure Coast- JCP Associates Ltd.	White Marsh LLC
Triangle Town Center Realty Holding LLC	Williamsburg Outlets LLC
Trumbull Shopping Center #2 LLC	Wisconsin Dells Outlet Fee LLC
TSLV LLC	W-LD Legends Owner VII LLC
Tucson Mall LLC	Woodbridge Center Inc.
Tucson Premium Outlets LLC	Woodburn Premium Outlets LLC
TVO Mall Owner LLC	Woodbury Common Premium Outlets
Twin Cities Outlets Eagan	Woodfield Mall LLC
Tyler Mall LP	Woodlands Mall Associates LLC, The
Tyson Galleria LLC	WP BTC LLC
Tysons Corner Holdings	WS Tampa Owner LLC
UE Bergen Mall Owner LLC	WSM Hingham Properties LLC
University Park Mall LLC	Wyoming Valley Mall Realty Holding LLC
University Towne Centre	YTC Mall Owner LLC

SCHEDULE 1(l)**Litigation Parties**

Advanced Transactions	Gieseke, Kerry
Alfaro, Carlos E.	Glover, Guyla
Al-Husseini, Dana	Gomez, Analia
Atwood, Brian	Gonzalez, Hilda C.
Avendano, Leonor	Gonzalez, Madeline
Barnes, Deborah	Haley, Joan
Barrera, Esther	Harris, Caleb
Barton, Jennifer L.	Hazel, Lena
Berry, Eric	Hernandez, Sonny
Bilawal, Muhammad	Hernandez, Yvonne
Blanchard, Joshua	Hopkins, Dawson Noah
Breen, Christina	Idrobo, Penelope
Burgueno, Nautica	Inzuna Cortez, Lesley
CaaStle Inc.	Jackson, A Professional Corp.
Camilo, Jagely	Jean Francois, Emmanuella
Carr, Christie	Jillson, Crystal
Carriaga, Angela M.	Johnson, Kaitlin A.
Carrow, Cassie	Kaldo, Angeline
Chacon, Jorge	Keriwala, Mohamed Umer
Chaney-Bell, Terrell	Killinger, Amanda
Checo, Sixta	Koulouris, Ariana
Coffey, Fredrick	Lalani, Faiza N.
Colin Gomez, Ana A.	Lavi & Ebrahimian LLP
Collins, Dominique	Law Offices of Sahag Majarian, II
Communication Interface Technologies LLC	Liberty Place Retail Associations
Davis, Laura	Lux, Matthew
Derraj, Sophia	Marca, Bryam
Dias, Kate	Martinez, Teresa M.
Diaz, Letticia	McCall, Jennifer
Donmez, Melissa	Nastase, Alina
Dorcely, Micah	Nettles, Jessica
East End Trial Group LLC	Ortado, Rene
Engler, Cindi	Pacific Trial Attorneys
Enix, Anthony	Paez, Carlos M.
Environmental Democracy Project	Paige-Stone, Monje
Esquivel, Nadia	Palma, Mathias
E-Teen Co. Ltd.	Patterson, Anthony
Fannin, David M.	Picardi, Kimberly
Faria, Nathaly C.	Reimer, Ruhi
Garcia, Daniel	Rendon, Rusty
Gates, Kiana	Ricketts, Bruce
	Rivera, Zhanna

Robinhood
Rodriguez, Paula M.
Romero, Eloy
Ropa Siete Leguas Inc.
Rose, Justin
Rumph, Kennedy
Salaiz, Erik
Salvo, Gina
Schiavulli, Tracy
Sevilla, Victoria
Stevens, Sally
Telephone Consumer Protection Act
Thomas, Bryan
Tran, Katherine
Universal Music Group NV
Vance, David
Vendor Collection Actions
Viramontes, Maria
Washington, James
Waters, Annest
Waters, Cheo
Wehbe, Layal
Whitesel, Collin
Williams, Shay
Wint, Deborah
Woods Law Offices PLLC
Yardley, Eric
Yemane, Lemlem H.
Yohrling, Deborah
Yonggang, Liu
Yugay, Elena
Zabriskie, Gregory S.
Zarco, Evelyn
Zaylore Stout & Associates LLC

SCHEDULE 1(m)

Official Committee Professionals

Kramer Levin Naftalis & Frankel

SCHEDEULE 1(n)

Potential M&A Counterparties

[Confidential]

SCHEDEULE 1(o)

Staffing Agencies

AI Altius US Bidco Inc.
C Lavigne Management Inc.
Globant LLC
Kaiser Consulting LLC
KPMG LLP
Monument Consulting LLC
RCG Global Services Inc.

SCHEDULE 1(p)

Surety

Alabama, State of, Professional Fundraiser or Commercial Co-Venture
Central Georgia Electric Membership Corp.
Consolidated Edison Co. of New York
Duke Energy Co., The
Florida Gulf Power Co.
Florida Orlando Utilities Co.
Florida Orlando Utilities Commission
Florida Power & Light
Florida Power Corp.
Florida Tampa Electric Co.
Florida Withlacoochee River Electric Coop
Gainesville, City of (FL)
Kansas City Power & Light
Kansas, City of (MO), Board of Public Utilities
Knoxville, City of (TN), Utilities Board
Massachusetts, Commonwealth of, Professional Solicitor's Bond
Murfreesboro Electric
Nevada, State of, Department of Taxation
Pacific Gas & Electric Co.
Progress Energy Carolinas Inc.
Puerto Rico, Commonwealth of
Southern California Edison Co.
Washington D.C., US Customs & Border Protection
Washington D.C., US Customs Duty Drawback

SCHEDEULE 1(q)**Taxing Authorities**

Abington, Township of (PA), Fire	Brazoria, County of (TX), Tax
Ada, County of (ID), Treasurer	Brazos, County of (TX), Tax Assessor-
Akron, City of (OH)	Collector
Alameda, County of (CA)	Brea, City of (CA)
Albemarle, County of (VA)	Brevard, County of (FL), Tax
Albuquerque, City of (NM)	Brookfield, City of (WI)
Alexandria, City of (LA)	Brown, County of (WI), Treasurer
Alief Independent School District (TX), Tax	Bucks, County of (PA)
Assessor	Burlington, Town of (MA)
Allen, County of (IN), Treasurer	Cabarrus, County of (NC), Tax
Alpharetta, City of (GA)	Calcasieu, Parish of (LA)
Anderson, City of (SC)	Calgary, City of (Canada)
Anderson, County of (SC), Treasurer	California, State of, Department of Public
Ann Arbor, City of (MI)	Health
Anne Arundel, County of (MD)	California, State of, Department of Public
Arcadia, City of (CA)	Health, Healthy San Francisco
Arizona, State of, Department of Revenue	California, State of, Department of Toxic
Arlington, City of (VA)	Substance Center
Ascension, Parish of (LA)	California, State of, Environmental Health
Ashwaubenon, Village of (WI), Public	Division
Safety	California, State of, State Board of
Atlanta, City of (GA)	Equalization
Auburn Hills, City of (MI)	California, State of, Travel & Tourism
Auburn, Town of (MA)	Calumet, City of (IL)
Bakersfield, City of (CA)	Cameron, County of (TX), Tax Office
Baltimore, County of (MD)	Carlsbad, City of (CA)
Bangor, CIty of (ME)	Carlstadt, Borough of (NJ)
Barboursville, Village of (WV)	Cerritos, City of (CA)
Baton Rouge, City of (LA)	Charles, County of (MD)
Bellevue, City of (WA)	Charleston, City of (SC)
Bergen, County of (NJ)	Charlotte, City of (NC)
Bexar, County of (TX), Tax	Chatham, County of (GA), Tax
Biloxi, City of (MS)	Chattanooga, City of (TN), Treasurer
Birmingham, City of (AL)	Cherokee, County of (GA), Tax
Bloomingdale, Village of (IL)	Commissioner
Boone, County of (MO)	Cherry Hill, Township of (NJ)
Boone, County of (MO), Sheriff	Chesapeake, City of (VA)
Bossier, City of (LA)	Chesterfield, City of (MO)
Bossier, Parish of (LA), Tax Collector	Chicago Ridge, Village of (IL)
Bowie, City of (MD)	Chicago, City of (IL)
Bowling Green, City of (KY)	Chula Vista, City of (CA)
Bradley, Village of (IL)	

Cincinnati, City of (OH), Income Tax Division
 Clackamas, County of (OR), Tax
 Clarke, County of (GA), Tax
 Clarkstown, Town of (NY)
 Clayton, County of (GA), Tax
 Clear Creek Independent School District (TX), Tax Office
 Clearwater, City of (FL)
 Cleveland, County of (OK), Treasurer
 Clinton, Town of (CT)
 Clinton, Township of (MI), Treasurer
 Cobb, County of (GA)
 Cobb, County of (GA), Tax
 Collierville, Town of (TN)
 Collin, County of (TX), Tax
 Colorado Springs, City of (CO)
 Colorado Springs, City of (CO), Police Department
 Colorado, State of, Division of Family & Medical Leave
 Colorado, State of, Manager of Finance
 Columbia, City of (MO)
 Columbus, City of (OH), Treasurer
 Concord, City of (CA)
 Concord, City of (NC), Tax
 Concord, City of GA), False Alarm Reduction Program
 Contra Costa, County of, (CA), Tax
 Coral Springs, City of (FL)
 Coralville, City of (IA)
 Coralville, City of (IA), Fire Department
 Costa Mesa, City of (CA)
 Craighead, County of (AR), Collector
 Cypress-Fairbanks Independent School District (TX)
 Dallas, County of (TX), Tax
 Daly, Gregory F.X.
 Danbury, City of (CT), Tax Collector
 Dartmouth, Town of (MA)
 Davenport, City of (IA)
 Dearborn, City of (MI)
 Dekalb, County of (GA), Tax
 Delaware, State of, Department of Labor
 Delaware, State of, Division of Revenue
 Delaware, State of, Secretary of State
 Denton, County of (TX), Tax
 Denver, County of (CO)
 Des Peres, City of (MO)
 Desoto, County of (MS)
 Dona Ana, County of (NM), Treasurer
 Dothan, City of (AL)
 Douglas, County of (CO), Treasurer
 Douglasville, City of (GA)
 Downey, City of (CA)
 Durham, County of (NC), Tax
 East Brunswick, City of (NJ), Fire District 1
 Eatontown, Borough of (NJ)
 Eau Claire, County of (WI)
 Ector, County of (TX), Appraisal
 Edison, Township of (NJ)
 Edmonton, City of (Canada)
 El Cajon, City of (CA)
 El Centro, City of (CA)
 El Paso, City of (TX), Tax Assessor
 El Paso, County of (CO)
 Enfield, Town of (ME)
 Escondido, City of (CA)
 Fayette County Public Schools (KY)
 Fayette, County of (KY)
 Flint, Charter Township (MI)
 Florence, City of (KY)
 Florence, City of (SC)
 Florence, County of (SC), Treasurer
 Floyd, County of (GA), Tax
 Fort Bend, County of (TX), LID #2
 Fort Bend, County of (TX), Tax
 Foxborough, Town of (MA)
 Frederick, County of (MD)
 Fresno, City of (CA)
 Fresno, City of (CA), Police Department
 Fresno, County of (CA), Sheriff's Office
 Fulton, County of (GA), Tax Commissioner
 Garland Independent School District (TX)
 Garland, City of (TX), Tax
 Gilroy, City of (CA)
 Glendale, City of (AZ)
 Glendale, City of (WI)
 Gloucester, Township of (NJ), Fire District
 4
 Grand Chute, Town of (WI)
 Greensboro, City of (NC)

Greenville, County of (SC), Tax
 Guilford, County of (NC), Tax
 Gwinnett, County of (GA), Tax Commission
 H.A. Berkheimer Inc., Business Privilege
 Tax
 Hagen, Harry E.
 Hall, County of (GA)
 Hamilton, County of (IN), Treasurer
 Hamilton, County of (TN), Trustee
 Hamilton, Township of (NJ)
 Hampton, City of (VA)
 Hampton, City of (VA), Treasurer
 Harlingen, Town of (TX), Tax Office
 Harris, County of (TX), Alarm Detail
 Harrison, County of (MS), Tax Collector
 Harrisonburg, City of (VA)
 Hartford, City of (CT), Tax Collector
 Hays, County of (TX), Tax Office
 Henderson, City of (NV)
 Hennepin, County of (MN)
 Henrico Virginia, County of (VA)
 Hidalgo, County of (TX)
 Hillsborough, County of (FL), Tax
 Homewood, City of (AL)
 Hoover, City of (AL)
 Horry, County of (SC)
 Horry, County of (SC), Business
 Houston, County of (AL), Revenue
 Howard, County of (MD)
 Humble Independent School District (TX)
 Huntsville, City of (AL), Clerk Treasurer
 Illinois, State of, Department of
 Empolymt
 Illinois, State of, Department of Revenue
 Imperial, County of (CA), Tax
 Indian River, County of (FL)
 Irving Independent School District (TX), Tax
 Office
 Jackson, County of (MO), Collector
 Jasper, County of (MO), Collector
 Jefferson, County of (AL), District Court
 Jefferson, County of (KY)
 Jefferson, County of (TX), Tax
 Jefferson, Parish of (LA)
 Jersey, City of (NJ)
 Johnson, City of (TN)
 Johnson, County of (KS), Treasurer
 Jonesboro, City of (AR)
 Joplin, City of (MO)
 Judson Independent School District (TX),
 Tax Office
 Kanawha, County of (WV), Sheriff
 Kansas, City of (MO)
 Kansas, State of, Department of Revenue
 Katy, City of (TX)
 Kenner, City of (LA)
 Kentucky, Commonwealth of, Department
 of Revenue
 Kentucky, Commonwealth of, Division of
 Unemployment
 Kentucky, Commonwealth of, Treasurer
 King, County of (WA), District Court
 King, County of (WA), Treasury
 Knox, County of (TN), Trustee
 Knoxville, City of (TN)
 La Crosse, City of (WI)
 La Crosse, City of (WI), Treasurer
 Lafayette, Parish of (LA), Tax
 Lake Charles, City of (LA)
 Lake, County of (IN), Treasurer
 Lakewood, City of (CA), Business
 Licensing
 Lancaster, City of (PA)
 Lansing, Charter Township of (MI)
 Larimer, County of (CO), Treasurer
 Las Cruces, City of (NM)
 Lauderdale, County of (MS), Tax
 Lawrence, Township of (NJ)
 Leawood, City of (KS)
 Leon, County of (FL), Tax Collector
 Lexington Fayette, County of (KY),
 Division of Revenue
 Lincoln, City of (NE)
 Lincolnwood, Village of (IL)
 Livingston, Township of (NJ)
 Lone Tree, City of (CO)
 Long Beach, City of (CA)
 Los Angeles, City of (CA)
 Los Angeles, City of (CA), Fire Department
 Los Angeles, County of (CA)
 Los Angeles, County of (CA), Fire
 Department

Los Angeles, County of (CA), Tax
 Loudoun, County of (VA)
 Louisville Metro Revenue Commission
 Loveland, City of (CO)
 Loveland, City of (CO), Public
 Improvement Fee
 Loveland, City of (CO), Retail Sales Fee
 Lubbock, State of (TX), Central Appraisal
 District
 Lynnfield, Town of (MA)
 Lynnwood, City of (WA)
 Madeira, City of (OH), Tax Office
 Madison, Borough of (NJ), Municipal Court
 Madison, City of (AL), License Commission
 Madison, City of (WI), Fire Department
 Madison, City of (WI), Treasurer
 Madison, County of (MS), Tax
 Manchester, Town of (CT)
 Manchester, Town of (CT), Eighth Utilities
 District
 Maricopa, County of (AZ), Treasurer
 Marin, County of (CA), Tax
 Marin, County of (CA), Weights &
 Measures
 Marion, County of (IN), Treasurer
 Marlborough, City of (MA)
 Marshal, City of (NY)
 Maryland, State of, Clerk of the Court
 Massachusetts, Commonwealth of,
 Department of Revenue
 McAllen, City of (TX)
 McAllen, City of (TX), Municipal Court
 McAllen, City of (TX), Tax
 McLennan, County of (TX), Tax Office
 Mecklenburg, County of (NC)
 Memphis, City of (TN), Treasurer
 Meriden, City of (CT), Tax Collector
 Meridian, Charter Township of (MI)
 Mesa, City of (AZ)
 Mesquite, City of (TX), Tax Fund
 Miami Beach, City of (FL)
 Miami Dade, County of (FL)
 Michigan, State of, Department of Treasury
 Middletown, Township of (PA)
 Midland, City of (MI)
 Milford, City of (CT)
 Milpitas, City of (CA)
 Minnesota, State of, Department of Revenue
 Mississippi, State of, Office of Revenue
 Mobile, City of (AL)
 Mobile, County of (AL), Revenue
 Modesto, City of (CA)
 Monroe, County of (FL)
 Monroeville, Municipality of (PA)
 Montclair, City of (CA)
 Montebello, City of (CA)
 Monterey, City of (CA)
 Monterey, County of (CA), Tax
 Montgomery, City of (AL)
 Montgomery, County of (MD)
 Montgomery, County of (TX), Tax
 Multnomah, County of (OR)
 Muniservices LLC
 Murray, City of (UT), Business
 Muscogee, County of (GA), Tax
 Nashville & Davidson County, Metropolitan
 Government of (TN), Trustee
 Nassau, County of (NY), Fire Commission
 Nassau, County of (NY), Treasurer
 Natick, Town of (MA)
 Nebraska, State of, Department of Revenue
 Nevada, State of, Department of Taxation
 Nevada, State of, Secretary of State
 New Hanover, County of (NC), Tax
 New Jersey, State of
 New Jersey, State of, Department of Labor
 New Mexico, State of, Tax & Revenue
 New York, State of, Unemployment
 New York, State of, Unemployment
 Insurance
 Newark, City of (CA)
 Newington, Town of (NH), Police
 Department
 Newport News, City of (VA)
 Newport, City of (RI)
 Niles, City of (OH), Income Tax
 Niles, Village of (IL)
 Norfolk, City of (VA), Treasurer
 Norridge, Village of (IL)
 North Attleborough, Town of (MA)
 North Dakota, State of, Tax Commissioner

North Dakota, State of, Workforce Safety & Insurance
 North Olmsted, City of (OH)
 Nueces, County of (TX)
 Oakland, City of (CA)
 Okaloosa, County of (FL)
 Oklahoma, County of (OK), Treasurer
 Oklahoma, State of, Office of the Ohio Attorney General
 Ontario, City of (CA)
 Orange, County of (CA)
 Oregon, State of, Department of Revenue
 Oregon, State of, Employment Department
 Oregon, State of, Secretary of State
 Orem, City of (UT)
 Orland Park, Village of (IL)
 Palm Beach Gardens, City of (FL)
 Palm Beach, County of (FL)
 Palm Desert, City of (CA)
 Palmdale, City of (CA)
 Palo Alto, City of (CA), Police Department
 Pasco, County of (FL)
 Pasco, County of (FL), Board of Community Commissioners
 Peabody, City of (MA)
 Peabody, City of (MA), Police Department
 Pembroke Pines, City of (FL)
 Philadelphia, City of (PA)
 Phoenix, City of (AZ)
 Pierce, County of (WA), Budget & Finance
 Pima, County of (AZ), Treasurer
 Placer, County of (CA), Tax Collector
 Plantation, City of (FL)
 Platte, County of (MO), Collector
 Pleasant Prairie, Village of (WI), Fire & Rescue
 Pleasant Prairie, Village of (WI), Treasurer
 Pleasonton, City of (CA)
 Portage, City of (MI)
 Portland, City of (OR)
 Portland, City of (OR), Police Alarms
 Potter, County of (TX), Tax
 Prince George's, County of (MD)
 Prince William, County of (VA)
 Puerto Rico, Commonwealth of, Corporacion Del Fondo Del Seguro Del Estado
 Pulaski, County of (AR), Treasurer
 Puyallup, City of (WA)
 Ramsey, County of (MN), Environmental Health Division
 Rapides, Parish of (LA)
 Rapides, Parish of (LA), Sheriff's
 Redondo Beach, City of (CA)
 Reno, City of (NV)
 Richland, County of (SC), Treasury
 Richmond, City of (BC)
 Richmond, County of (GA), Tax
 Ridgeland, City of (MS)
 Riverhead, Town of (NY)
 Riverside, County of (CA)
 Riverside, County of (CA), Treasurer
 Roanoke, City of (VA)
 Roseville, City of (CA), Fire Department
 Rutherford, County of (TN), Trustee
 Sacramento, City of (CA)
 Sacramento, County of (CA)
 Sacramento, County of (CA), Metro Fire
 Saginaw, City of (MI)
 Salisbury, City of (MD)
 San Bernardino, County of (CA), Fire Protection
 San Diego, City of (CA)
 San Diego, County of (CA)
 San Francisco, City of (CA), Department of Public Health
 San Francisco, City of (CA), Tax Collector
 San Jose, City of (CA)
 San Luis Obispo, City of (CA)
 San Rafael, City of (CA)
 Sandy, City of (UT)
 Santa Ana Finance, City of (CA)
 Santa Barbara, City of (CA)
 Santa Clara, County of (CA)
 Santa Rosa, City of (CA)
 Saugus, Town of (MA)
 Savannah, City of (GA)
 Scottsdale, City of (AZ)
 Shelby, County of (KY)

Shelby, County of (KY), Occupational License Office
 Shelby, County of (TN), Trustee
 Simpsonville, City of (KY)
 Slo, County of (CA), Tax Collector
 Snohomish, County of (WA), Treasurer
 Somerville, City of (MA)
 Sonoma, County of (CA)
 Sonoma, County of (CA), Tax Collector
 South Dakota, State of, Department of Revenue
 South Portland, City of (ME)
 Southern California Edison Co.
 Sparks, City of (NV), Alarm Program
 Spartanburg, City of (SC)
 Spring Branch Independent School District (TX)
 Springfield, City of (MO)
 Springfield, Township of (PA)
 St. Charles, County of (MO)
 St. Matthews, City of (KY)
 St. Peters, City of (MO)
 St. Tammany, Parish of (LA)
 Stamford, City of (CT), Tax Collector
 Stanislaus, County of (CA)
 Sterling Heights, City of (MI)
 Stockton, City of (CA)
 Summit, County of (UT), Treasurer
 Swansea, Town of (CT)
 Sweetwater, City of (FL)
 Tacoma, City of (WA)
 Tallahassee, City of (FL)
 Tarrant, County of (TX), Tax
 Taylor Central Appraisal District (TX)
 Temecula, City of (CA)
 Tempe, City of (AZ)
 Texas, State of, Comptroller of Public Accounts, Woodlands Metro Center
 Thousand Oaks, City of (CA)
 Tigard, City of (OR)
 Tinton Falls, Borough of (NJ)
 Tippecanoe, County of (IN), Treasurer
 Toledo, City of (OH)
 Toledo, City of (OH), Fire & Rescue Department
 Torrance, City of (CA)
 Travis, County of (TX), Tax Office
 Trinity School District (PA)
 Troy, City of (MI)
 Trumbull, Town of (CT), Tax Collector
 Tucson, City of (AZ)
 Tulare, County of (CA), Tax Collector
 Tulsa, County of (OK), Treasurer
 Tuscaloosa, City of (AL)
 Tuscaloosa, County of (AL), Tax
 United Independent School District (TX), Tax Office
 United States, Government of the, Department of the Treasury
 Upper Merion, Township of (PA)
 Utah, State of, Department of Agriculture
 Utah, State of, State Tax Commission
 Vacaville, City of (CA)
 Vacaville, City of (CA), Police Alarm
 Vancouver, City of (WA)
 Vanderburgh, County of (IN), Superior Court
 Vanderburgh, County of (IN), Treasurer
 Vermont, State of, Department of Taxes
 Vernon Hills, Village of (IL)
 Visalia, City of (CA)
 Warren, County of (KY), Sheriff
 Warwick, City of (MA)
 Warwick, Town of (RI), Police Department
 Washington D.C., Office of Tax & Revenue
 Washington, County of (MD), Treasurer's Office
 Washington, County of (MN)
 Washington, County of (TN), Trustee
 Washington, State of, Employment Security Department
 Washington, State of, State Employment Security Department
 Washoe, County of (NV), Treasurer
 Waterford, Town of (CT), Tax Collector
 Watertown, Town of (MA)
 Wauwatosa, City of (WI)
 Wayne, Township of (NJ)
 Webb, County of (TX), Tax Collector
 Weber, County of (UT), Assessor
 Wellington, Village of (FL)
 West Covina, City of (CA)

West Hartford, Town of (CT)
West Palm Beach, City of (FL)
West Virginia, State of, Secretary of State
Westminster, City of (CA)
Whitehall, Townsip of (PA), Treasurer's
Office
Wicomico, County of (MD)
Williamson, County of (TX)
Wilson School District (PA)
Wisconsin, State of
Wisconsin, State of, Department of Revenue
Woodbridge Fire Prevention Bureau (NJ)
Woodbury, City of (MN)
Woodbury, Town of (NY)
Wyomissing, Borough of (PA)
Yonkers, City of (NY)

SCHEUDLE 1(r)**Vendors**

1552 Broadway Retail Owner LLC	Cherry Hill Mall LLC
2.7 August Apparel Inc.	Chicago Premium Outlets
24-7 Intouch Inc.	Christiana Acquisitions
2810 Newport Centre LLC	CMT de la Laguna SA de CV
3107 Penn Ross JV	Commission Junction LLC
3632 Mall at Smith Haven	CPG Partners LP
4670 Orland LP	Crescent Bahuman Ltd.
4674 South Hills Village	CSC Corporate Domains Inc.
4676 Westchester Mall LLC	Del Amo Fashion Center
4693 Shops at St. Johns LLC	Dolphin Mall Associates LP
7607 Woodland Hills Mall	Experian Marketing Solutions Inc.
9780 Mall at Miami International	Facebook Inc.
9862 Coral - CS Ltd. Associates	Falls Shopping Center Associates, The
Adobe Systems Inc.	Fantas Eyes Inc.
Akamai Technologies Inc.	Fashion Centre Mall LLC
Akay, Malissa	Fashion Valley Mall
Alorica Inc.	Florida Mall Associates Ltd.
Alvarez & Marsal	Forbes Taubman Orlando
Applied Predictive Technologies Inc.	Fortune Footwear Inc.
Arden Fair Associates LP	Four State Properties LLC
Arden Jewelry Manufacturing Co.	Franklin Park Mall LLC
Arnold Willis & Co. Ltd.	Freemall Associates LLC
Arundel Mills LP	GardaWorld Security Services
Aventura Mall Venture	Gerber Technology LLC
Bamboo Rose LLC	GGP LP
Batallure Beauty LLC	Gilroy Premium Outlets
Baxter, Tim	Glendale I Mall Associates LP
Beachwood Place Mall LLC	Globant LLC
Bellwether Properties of Massachusetts LP	Google Inc.
Bernardo Manufacturing	Granify Inc.
Bespoke Fashion LLC	Great Mall at Milpitas, The
Big Brothers Big Sisters of America	Green Hills Mall TRG LLC
Bluecore Inc.	Hing Shing Looping Manufacturing Co. Ltd.
BPR-FF LLC	Hylant Group Inc., The
Braintree Property Associates LP	JDA Software Inc.
Brea Mall	Jebbit Inc.
Bridgewater Common Mall II LLC	Jewelry Group, The
Brierley & Partners Inc.	JG Elizabeth II LLC
Brooklyn King Plaza LLC	Jordan Creek Town Center LLC
Camarillo Premium Outlets	Kenilworth Creations Inc.
CFL Distribution Inc.	Kenwood Mall LLC GGP-TRS LLC
Chacon	KFM247 Ltd.

King of Prussia Associate	Perimeter Mall LLC
KPMG LLP	Planes Moving & Storage Inc.
L Brands Inc.	Premium Outlet Partners LP
Leesburg Corner Premium Outlets	Providence Place
Lehigh Valley Mall LLC	PT Ungaran Sari Garments
Lenox Square	Quaker Associates LLC
Lever Style Ltd.	Queens Center SPE LLC
Li & Fung (Trading) Ltd.	R. R. Donnelley
LiftLab Analytics Inc.	Radial Inc.
Linea Pelle	RCG Global Services Inc.
Livermore Premium Outlets	Resicom Custom Painting & Maintenance
Macerich Vintage Fair Ltd.	Ricoh USA Inc.
Mall at Gurnee Mills LLC	Ridgedale Center LLC
Mall at Potomac Mills LLC	Rimini Street Inc.
Mall at Summit LLC	Rocksal Mall LLC
Mall In Columbia, The	Roosevelt Field
Manchu Times Fashion Ltd.	Rose Knitting (Asia) Ltd.
MANE Enterprises Inc.	Roth Bros. Inc.
Mayfair Mall LLC	S5 Stratos Inc.
Merkle Inc.	Saint Louis Galleria LLC
MGF Sourcing US LLC	Salesforce Inc.
Microsoft Online Inc.	Sandy Alexander Inc.
Millcraft Paper Co., The	Scandit Inc.
Mission & Fields LLC	SDG Dadeland Associates Inc.
MOAC Mall Holdings LLC	Shopping Center Associate
Monument Consulting LLC	Shops At Mission Viejo LLC
Motives International	Short Hills Associates
Natick Mall LLC	Short Pump Town Center LLC
NCR Corp.	Silver Crest Clothing Pvt. Ltd. - Unit III
Nedap Inc.	Simon Property Group LP
NetJets Aviation Inc.	Single Source Apparel Inc.
Newtimes Development Ltd.	Sirius Computer Solutions LLC
nOir Jewelry LLC	Skadden, Arps, Slate, Meagher & Flom LLP
North Georgia Premium Outlets	South Asia Knitting Factory Ltd.
NXGN Inc.	South Coast Plaza
Oakbrook Urban Venture LP	Southdale Center LLC
Ogletree, Deakins, Nash, Smoak & Stewart	SPG Finance II LLC
PC	Standard Black
Ontario Mills LP	Star Garments Group Pvt. Ltd.
OPRY Mills Mall LP	Stylitics Inc.
Orlando Outlet Owner LLC	Sunland Park Mall LLC
Orlando Vineland Po LP	Sunrise Mills (MLP) LP
Pacific Buying & Marketing Service Ltd.	TAL Global Alliances Ltd.
Pandera Systems LLC	Tampa Westshore Associates LP
Pembroke Lakes	Tanger Properties LP
Penn Square Mall LLC	Taubman Cherry Creek

TB Mall at UTC LLC
Texgroup
TikTok Inc.
Tote Fashion Sourcing Ltd.
Town Center at Boca Raton Trust, The
Towson TC LLC
Tysons Corner Holdings
UpWest LLC
Urban Crown Ltd.
Valley Plaza Mall LP
Valley Stream Green Acres LLC
VaynerMedia LLC
Velocity Apparelz Co. ESC
Verifone Inc.
Visplay Inc.
Viva Knitwear Factory Ltd.
VR Mall LLC
West Camp Press Inc.
West Farms Mall LLC
West Town Mall LLC
Westfield Garden State
Wheatley, Nick
Woodbury Common Premium Outlets
Woodfield Mall LLC
World Textile Sourcing Inc.

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
0302 Battlefield Mall LLC 0511 Simon Property Group (TX) 1308 Simon Property Group (TX) 2105 Simon Property Group LP 2307 Simon Property Group LP 2810 Newport Centre LLC 3632 Mall at Smith Haven 4670 Orland LP 4674 South Hills Village 4693 Shops at St. Johns LLC 4825 Simon Property Group LP 4832 Simon Property Group LP 7607 Woodland Hills Mall 9780 Mall at Miami International 9862 Coral - CS Ltd. Associates Albertville Premium Outlets Allen Premium Outlets LP Arizona Mills Mall LLC Arundel Mills LP Aventura Mall Venture Avenues Mall LLC Bellwether Properties of Massachusetts LP Birch Run Outlets II LLC Brea Mall Camarillo Premium Outlets Castleton Square LLC Charles Mall Co. LP Charlotte Outlets LLC Chicago Premium Outlets Clinton Crossing Premium Outlets Coconut Point Town Center LLC Colorado Mills Mall LP Columbus Outlets Concord Mills Mall Country Club Plaza JV LLC CPG Partners LP	Alexander A. Taubman	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Crossings Premium Outlets, The Del Amo Fashion Center Denver Premium Outlets Dolphin Mall Associates LP Domain Mall II LLC, The Edinburgh Premium Outlets Empire Mall LLC Falls Shopping Center Associates, The Fashion Centre Mall LLC Fashion Valley Mall Franklin Mills Association LP Galleria at Wolfchase LLC Gilroy Premium Outlets Grand Prairie Outlets LLC Grapevine Mills Mall LP Great Mall at Milpitas, The Green Hills Mall TRG LLC Greenwood Park Mall LLC Gulfport Factory Shops LP Jersey Shore Premium Outlets LLC King of Prussia Associate Las Vegas North Premium Outlets Las Vegas South Outlets LLC Lenox Square Lighthouse Place Premium Outlets LLC Mall at Auburn LLC Mall at Briarwood LLC Mall at Chestnut Hill LLC Mall at Gurnee Mills LLC Mall at Katy Mills LP Mall at Northshore LLC Mall at Potomac Mills LLC Mall at Solomon Pond LLC Mall at Summit LLC Mall at White Oaks LLC Mall of Georgia LLC Meadowood Mall SPE LLC		

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Norfolk Outlets LLC North Georgia Premium Outlets Ontario Mills LP OPRY Mills Mall LP Orlando Outlet Owner LLC Orlando Vineland Po LP Outlet Village of Hagerstown LP Penn Square Mall LLC Petaluma Village Premium Outlets Philadelphia Premium Outlets LLC Plaza Carolina Mall LP Pleasant Prairie Premium Outlets LLC Roosevelt Field Roosevelt Field Mall Round Rock Premium Outlets SDG Dadeland Associates Inc. SDG Fashion Mall LP SDQ Fee LLC Seattle Premium Outlets Shops At Mission Viejo LLC Simon Capital GP Simon Capital LP Simon Property Group Simon Property Group (TX) LP Simon Property Group LP Simon/Clarksburg Development LLC St. Louis Premium Outlets LLC Tacoma Mall Tampa Premium Outlets LLC Taubman Auburn Hills Taubman Centers Commercial Mortgage Trust 2022-DPM Taubman Cherry Creek TB Mall at UTC LLC TM Partridge Creek Mall Town Center at Boca Raton Trust, The Treasure Coast- JCP Associates Ltd.		

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Tucson Premium Outlets LLC TVO Mall Owner LLC Twin Cities Outlets Eagan University Park Mall LLC Williamsburg Outlets LLC Woodburn Premium Outlets LLC Woodbury Common Premium Outlets Woodfield Mall LLC		
24-7 Intouch Inc. Cadillac Fairview Corp. Ltd., The Ontrea Inc. Ontrea Inc., Markville Ontrea Inc., Masonville	24-7 Intouch Holdings, Inc. Ontario Power Generation Inc. Ontario Teachers' Pension Plan Board	Current Current Current
AI Altius US Bidco Inc.	Accenture LLP Accenture plc	Current Current
Alorica Inc.	AEPF III 34 S.à r.l. Alorica Inc. Apollo Capital Management, L.P. Apollo Global Management, Inc. Apollo Global Real Estate Management LP Apollo Infrastructure Opportunities Fund II LP Apollo Management International LLP Apollo Principal Holdings IX LP Apterra Infrastructure Capital Marc Rowan	Closed Closed Current Current Current Closed Current Closed Closed Closed
Alvarez & Marsal	A&M Capital Advisors Europe, LLP A&M Capital Advisors GP, LLC A&M Capital Advisors LLC A&M Capital Advisors LP A&M Capital Europe, SCSp A&M Capital Europe-GP Associates, LP	Closed Closed Closed Current Closed Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	A&M Capital Opportunities Fund, LP	Current
	A&M Capital Opportunities-GP Associates, LP	Closed
	A&M Capital Partners, LLC	Current
	A&M Capital-GP Associates, LP	Closed
	A&M Capital-GP Holdings, LP	Closed
	A&M Opportunities Fund	Closed
	Alvarez & Marsal AMCO Partners Fund, LP	Closed
	Alvarez & Marsal Capital LLC	Closed
	Alvarez & Marsal Capital, LP	Closed
	Alvarez & Marsal Europe LLP	Closed
	Alvarez & Marsal Holdings LLC	Closed
	Alvarez & Marsal Inc.	Current
	Alvarez & Marsal Partners Buyout Fund, LP	Closed
	Alvarez & Marsal Partners Europe Buyout Fund, LP	Closed
	Alvarez & Marsal Partners Europe Fund, LP	Closed
	Alvarez & Marsal Partners Fund, LP	Closed
	Alvarez & Marsal Partners Opportunities Fund, LP	Closed
	AMCP Staffing Buyer Holdings, Inc.	Current
	AMCP Staffing Holdings GP, LLC	Closed
	AMCP Staffing Holdings, LP	Current
	AMCP Staffing Intermediate Holdings I, LLC	Current
	AMCP Staffing Intermediate Holdings II, LLC	Current
	AMCP Staffing Intermediate Holdings III, LLC	Current
	Barbara Gould	Closed
	Edward Simon Middleton	Closed
	Joint Administrators for Valaris plc	Closed
	Wesley Arthur Edwards	Closed
	Wing Sze Tiffany Wong	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
American International Group Inc.	AIG DECO Fund I LP AIG DECO Fund II LP	Current Current
Antelope Valley Shop - Lockbox Bridge Group Investments II LLC	Bridge Investment Group	Current
Bank of America - Merrill Lynch Bank of America Corp. Bank of America NA	Banc of America Securities LLC Bank of America Corp. Bank of America Securities Ltd. Benjamin Klein BofA Securities Inc. Merrill Lynch (Asia Pacific) Limited	Closed Current Closed Current Current Closed
Barclays Wealth (UK)	Barclays Bank plc Barclays Capital Inc. Barclays Securities Inc.	Current Current Current
Baybrook Mall Beachwood Place Mall LLC Boulevard Mall SPE LLC Carolina Place Clackamas Mall LLC Deerbrook Mall First Colony Mall LLC GGP Columbia Mall GGP Four Seasons LP GGP Holding II Inc. GGP LP GGP Maine Mall LLC GGP Meadows Mall LLC GGP Newgate Mall LLC GGP Staten Island Mall LLC GGP/Homart II LLC GGP-Grandville LLC Governors Square Mall LLC Lynnhaven Mall LLC Mall In Columbia, The Mall of Louisiana LLC	Alexander A. Taubman Altera Infrastructure L.P. BCP IV RTP Holdings Ltd. BPR REIT Services LLC Brookfield Asset Management Inc. Brookfield Asset Management, LLC Brookfield Business Partners LP Brookfield Capital Partners Ltd. Brookfield Infrastructure Debt Fund II LP Brookfield Private Capital (DIFC) Ltd. Brookfield Properties Development LLC Brookfield Renewable Partners LP Brookfield Special Investments LLC GFI Energy Group of Oaktree Capital Management Jordon Kruse Matthew Wilson Neal Schore Oaktree Acquisition Corp. Oaktree Acquisition Corp. II Oaktree ATI Investors LP Oaktree Bidco Ltd.	Current Current Current Closed Closed Current Current Closed Former Current Closed Closed Current Current Current Current Current Closed Closed Current Former Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Market Place S/C GPLP	Oaktree Capital Management, L.P.	Current
Market Place, The	Oaktree Gardens OLP LLC	Current
Mayfair Mall LLC	Oaktree Gardens OLP SPV LP	Current
Natick Mall LLC	Oaktree Lending Partners (Unlevered) Corp.	Current
Newpark Mall LP	Oaktree Lending Partners Corporation	Current
Oaktree Capital Management LP	Oaktree Maritime Finance Holdings XI Ltd.	Closed
Oaktree CLO 2021-2 Ltd.	Oaktree Midco Ltd.	Current
Oaktree CLO 2022-1 Ltd.	Oaktree Opportunities Fund XI Feeder (Cayman) LP	Current
Oaktree CLO 2022-2 Ltd.	Oaktree Power Opportunities Fund IV (Parallel) LP	Current
Oaktree CLO 2022-3 Ltd.	Oaktree Power Opportunities Fund IV LP	Current
Oaktree CLO 2023-1 Ltd.	Oaktree Special Situations Fund	Current
Oaktree CLO 2023-2 Ltd.	Oaktree Specialty Lending Corporation	Current
Oglethorpe Mall	Oaktree Strategic Credit Fund	Current
Paramus Park Shopping Center	Oaktree Topco Ltd.	Current
Parks at Arlington, The	Ronald N. Beck	Current
Pembroke Lakes		
Perimeter Mall LLC		
Plaza Frontenac Acquisition LLC		
Providence Place		
Ridgedale Center LLC		
RSE Independence LLC		
Saint Louis Galleria LLC		
Shoppes at River Crossing		
Short Pump Town Center LLC		
Tucson Mall LLC		
WFP Retail Co. LP		
Woodlands Mall Associates LLC, The		
Big Brothers Big Sisters of America	Big Brothers Big Sisters of Greater Los Angeles	Current
BlackRock Advisors LLC	BlackRock, Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	BlackRock Investment Management (UK) Limited Mark B. Florian Pam Chan Patrick C. Eilers	Closed Current Current Current
Boynton Beach Mall LLC Brunswick Square Mall LLC Clay Terrace Partners LLC Edison Mall Mall at Cottonwood LLC Mall at Great Lakes LLC Mall at Irving LLC Mall at Jefferson Valley LLC Melbourne Square LLC NE Gateway Mall Propco LLC Outlet Collection, The Pearlridge Center Association PFP Columbus II LLC Southern Park Mall LLC Town Center at Aurora LLC Waterford Lakes Town Center LLC	Washington Prime Group Inc.	Former
Chicago, City of (IL)	Chicago, City of (IL), Board of Education	
Chubb Insurance Co. of Puerto Rico Chubb Ltd.	Chubb Bermuda Insurance Ltd.	Current
Citadel Advisors LLC	Citadel Americas LLC Citadel Enterprise Americas LLC Citadel Insurance Managers, Inc. Citadel LLC Citadel Securities LLC GFS LLC	Current Closed Current Current Closed Current
Citigroup Inc.	Andrew Morton Citigroup Global Markets Asia Ltd. Citigroup Global Markets Europe AG Citigroup Global Markets Inc. Citigroup Inc.	Current Closed Closed Current Current
Commission Junction LLC	Lion Re: Sources, Inc.	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
CVS Caremark	Oak Street Health, LLC	Current
Dallas, County of (TX), Tax	Dallas, County of (TX), Office of the District Attorney	Current
Facebook Inc.	Facebook Operations LLC Facebook Technologies LLC Meta Platforms, Inc.	Current Current Current
Federated MDTA LLC	Federated Hermes Funds, Independent Trustees	Current
Fidelity Extended Market Index Fund Fidelity Series Total Market Index Fund Fidelity Total Market Index Fund	Fidelity Investments	Current
First Eagle Alternative Credit LLC	BCP VII SBS Holdings LLC BEP II SBS Holdings LLC Blackstone Advisors India Pvt. Ltd. Blackstone Alternative Credit Advisors LP Blackstone Asia Blackstone Capital Partners VII LP Blackstone Capital Partners VII NQ LP Blackstone Energy Family Investment Partnership II ESC NQ LP Blackstone Energy Family Investment Partnership II SMD LP Blackstone Energy Partners II F NQ LP Blackstone Energy Partners II LP Blackstone Energy Partners II NQ LP Blackstone Europe LLP Blackstone Family Investment Partnership VII ESC NQ LP Blackstone Family Real Estate Partnership (Offshore) VIISMD L.P.	Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Blackstone Family Real Estate Partnership Europe IV-SMD L.P.	Closed
	Blackstone Group International Partners LLP, The	Closed
	Blackstone Growth LP	Former
	Blackstone Inc.	Current
	Blackstone Infrastructure Partners	Current
	Blackstone Infrastructure Partners LP	Current
	Blackstone Life Sciences Advisors LLC	Former
	Blackstone Management Partners LLC	Current
	Blackstone Mortgage Trust Inc.	Current
	Blackstone Property Partners Europe Holdings SARL	Current
	Blackstone Property Partners LP	Closed
	Blackstone Real Estate Advisors	Closed
	Blackstone Real Estate Advisors LP	Closed
	Blackstone Real Estate Holdings (Offshore) VII-NQ L.P.	Closed
	Blackstone Real Estate Holdings (Offshore) VII-NQ - ESC L.P.	Closed
	Blackstone Real Estate Holdings Europe IV-NQ ESC L.P.	Closed
	Blackstone Real Estate Income Trust Inc.	Current
	Blackstone Real Estate Investment Trust	Former
	Blackstone Real Estate Partners	Current
	Blackstone Real Estate Partners (Offshore) VII.F-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) VII.TE.1-8-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) VII-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe IV-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe VII	Current
	Blackstone Singapore Pte. Ltd.	Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Blackstone Strategic Capital Holdings LP Blackstone Strategic Opportunity Fund Blackstone Strategic Partners Blackstone Tactical Opportunities Advisors LLC Blackstone Tactical Opportunities Fund LP BPP Parker Towers Property Owner LLC BRE Atlas Property Owner LLC BRE Newton Hotels Property Owner LLC BRE Polygon Property Owner LLC BRE SH Brisbane Owner LLC BRE SSP Property Owner LLC BRE SSP Thousand Oaks LLC BX CQP Target Holdco LLC Clarus Ventures LLC David I. Foley First Eagle Alternative Credit LLC Independent Directors of First Eagle Global Opportunities Fund Khan, Bilal Prakash A. Melwani Strategic Partners Fund Solutions The Blackstone Inc. Vikram Suresh	Current Current Closed Current Former Current Current Current Current Current Current Former Current Current Current Current Current Former Current Current Current Former
Florida Gulf Power Co.	NextEra Energy Capital Holdings Inc.	Closed
Florida Power & Light	NextEra Energy Constructors LLC NextEra Energy Inc. NextEra Energy Marketing LLC NextEra Energy Operating Services LLC NextEra Energy Project Management LLC NextEra Energy Resources, LLC	Closed Closed Closed Closed Closed Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	NextEra Energy Transmission Asset Acquisition Holdings LLC NextEra Energy Transmission LLC NextEra Energy Transmission Southwest LLC NextEra Energy, Inc. NextEra Grid Holdings LLC	Closed Closed Closed Closed Closed
FSC Securities Corp. Ladenburg Thalmann & Co. Inc.	AG Artemis Holdings, LP Ladenburg Thalmann & Co. Inc.	Current Current
GardaWorld Security Services	BC Partners	Current
Google Inc.	Intersection Holdings, LLC Waymo LLC	Closed Current
Granify Inc.	Bazaarvoice, Inc. Thomas H. Lee Partners	Current Current
Invesco Capital Management LLC Invesco FTSE RAFI US 1500 Small-Mid ETF	Invesco Hong Kong Ltd. Invesco International Partnership Fund VI LP Invesco Private Capital, Inc. Invesco Senior Secured Management, Inc. Invesco U.S. Private Equity Partnership Fund VI LP Invesco U.S. Venture Partnership Fund VI LP	Closed Closed Current Closed Closed Closed
JDA Software Inc.	Blue Yonder, Inc.	Current
Jebbit Inc.	Jebbit, Inc.	Current
Joele Frank	Meaghan A. Repko	Former
JP Morgan Securities LLC JP Morgan Securities plc	Andrew Cohen Highbridge Capital Management, LLC	Closed Current
Ontario Mills LP	J.P. Morgan AG J.P. Morgan Investment Management Inc. J.P. Morgan Securities Asia Pacific Limited J.P. Morgan Securities LLC J.P. Morgan Securities plc JP Morgan Asset Management	Closed Current Closed Current Current Closed Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	JP Morgan Securities (Asia Pacific) Ltd. JP Morgan Securities (Far East) Ltd. JPMorgan Asset Management (Europe) SARL JPMorgan Asset Management (UK) Ltd. JPMorgan Chase & Co. JPMorgan Chase Bank NA JPMorgan Funds Limited JPMorgan Investment Management Inc. - Global Special Situations JPMorgan Investment Management Inc. - Infrastructure Investment Group JPMorgan Infrastructure Investments Fund JPMorgan Securities LLC Kerwin Clayton	Closed Closed Current Current Closed Former Current Current Current Current Current Closed Former
KPMG International Ltd. KPMG LLP	KPMG (HK) KPMG Auditores, S.L. KPMG International Ltd. KPMG International Services Ltd. KPMG Law Firm KPMG LLP KPMG LLP (Canada) KPMG LLP (Singapore)	Current Closed Closed Closed Former Former Current Current
Lasalle Property Fund REIT Inc. Partners Mall Abilene LLC Woodbridge Center Inc.	Jones Lang LaSalle Americas Inc. Jones Lang LaSalle Income Property Trust Jones Lang LaSalle, Inc. LaSalle Investment Management LaSalle Investment Management / Jones Lang LaSalle Group LaSalle Property Fund	Current Closed Closed Current Current
Li & Fung (Trading) Ltd.	Alan D. Yang Daniel J. Ward Fung Retailing Limited	Current Current Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	GCP SecureSpace Development Partners LP	Current
	GLP Capital Partners Holdings 2 Limited	Current
	GLP Capital Partners LP	Current
	GLP Capital Partners Ltd.	Current
	GLP China Holdings Ltd.	Current
	GLP CP Aggregator LP	Current
	GLP Lava (Czech Republic) SRO	Current
	GLP Lilac (Czech Republic) SRO	Current
	GLP Lime (Czech Republic) SRO	Current
	GLP Maritime GP SP Zoo Adonia Spk	Current
	GLP Pte. Ltd.	Current
	GLP Senec 1 (Slovakia) SRO	Current
	GLP Senec 2 (Slovakia) SRO	Current
	GLP Senec 3 (Slovakia) SRO	Current
	GLP Senec 5 (Slovakia) SRO	Current
	GLP Senec 6 (Slovakia) SRO	Current
	GLP Senec 7 (Slovakia) SRO	Current
	GLP US Management Holdings II LLC	Closed
	GLP US Management LLC	Closed
	Golden Lincoln Holdings II Ltd.	Closed
	Li & Fung Limited	Current
	Michelle Li	Former
	NRL Investment Holdings Pte. Ltd.	Current
	Peter O. Kane	Current
	Steven Crowe	Current
	Zhuhai Hidden Hill Capital Equity Management Ltd.	Current
Merkle Inc.	Dentsu Group Inc.	Current
MGF Sourcing US LLC	MGF Sourcing Holdings, Limited	Current
	MGF Sourcing US LLC	Current
	Stefan Kaluzny	Current
	Sycamore Partners A LP	Current
	Sycamore Partners Associates Co-Invest LP	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Sycamore Partners Associates Investments LP Sycamore Partners Associates LP Sycamore Partners Associates-C LP Sycamore Partners Co-Invest LLC Sycamore Partners II LP Sycamore Partners III LP Sycamore Partners LP Sycamore Partners Management LP Sycamore Partners Torrid LLC	Current Current Current Current Current Current Current Current Current
Millennium Management LLC	Millennium Capital Partners LLP Millennium Management LLC	Closed Current
Minnesota, State of, Department of Revenue	Minnesota Department of Human Rights Minnesota, State of, Office of the Attorney General	Current Current
Moelis & Co.	Atlas Crest Investment Corp. MA Investment Management Pty Ltd. Moelis & Company	Closed Closed Current
Monument Consulting LLC	Leonard Green & Partners LP	Current
Monument Consulting LLC	Bentall GreenOak Strategic Capital Partners LLC Crescent Capital Group, LP SLC Management	Closed Current Current
Morgan Stanley & Co. International plc Morgan Stanley & Co. LLC Morgan Stanley Smith Barney Holdings LLC	Morgan Stanley Morgan Stanley & Co. Morgan Stanley & Co. LLC Morgan Stanley Asia Limited Morgan Stanley Infrastructure Inc. Morgan Stanley Infrastructure Partners Morgan Stanley Investment Management Limited Morgan Stanley Real Estate Investing	Current Current Closed Current Current Current Closed Closed
Muniservices LLC	Arlington Capital Partners	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Jeffrey H. Freed Matthew L. Altman Michael H. Lustbader Peter M. Manos	Former Current Former Former
NetJets Aviation Inc.	Berkshire Hathaway Inc. BHE Renewables LLC BHER Power Resources Inc. BNSF Railway Brilliant National Services, Inc. FlightSafety International Inc. HomeServices of America, Inc. PPW Holdings LLC	Current Current Current Closed Current Closed Current Current
Northern Trust Investments Inc.	50 South Capital Advisors, LLC Northern Trust Fiduciary (Guernsey) Limited Northern Trust Fiduciary Services (Guernsey) Ltd.	Current Current Current
Oklahoma, State of, Office of the Ohio Attorney General	Oklahoma Tax Commission	Closed
Optum Bank Inc.	UnitedHealth Group Employee Benefits Plan Investment Committee and Members	Current
United Healthcare Services Inc.	UnitedHealth Group Inc, Board of Directors UnitedHealth Group, Inc. USHealth Group, Inc.	Current Current Current
Pacific Gas & Electric Co.	Pacific Gas and Electric Company	Former
Parametric Portfolio Associates	Eaton Vance Funds, Independent Trustees	Current
PGIM Inc. Prudential	PGIM Luxembourg SA	Current
PNC Advisors	PNC Bank NA SP Capital Partners LLC The PNC Financial Services Group, Inc.	Current Closed Current
PPR Washington Square LLC	Canyon Capital Advisors LLC Canyon Partners LLC	Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	ICE Canyon LLC	Closed
PricewaterhouseCoopers International Ltd.	PricewaterhouseCoopers LLP	Current
	PricewaterhouseCoopers LLP Ontario	Closed
	David Jonas	Current
RBC Capital Markets LLC	BlueBay Asset Management Services Ltd.	Current
	RBC Capital Markets Corporation	Closed
	RBC Wealth Management	Current
RCG Global Services Inc.	Frontenac Company LLC	Current
Redondo Beach, City of (CA)	City of Redondo Beach	Closed
Renaissance Technologies LLC	Renaissance Technologies Holdings Corp.	Current
	Renaissance Technologies LLC	Current
ReStore Capital LLC	Hilco Monarch Investments VI LLC	Current
	Hilco Redevelopment Holdings LLC	Current
	Hilco Redevelopment, LLC	Current
	Hilco Trading LLC	Current
Robinhood	Robinhood Crypto LLC	Current
	Robinhood Markets, Inc.	Current
Roth Bros. Inc.	Sodexo S.A.	Current
RREEF American Reit II Corp.	Deutsche Bank & Trust Co.	Closed
	Deutsche Bank AG	Current
	Deutsche Bank AG, New York Branch	Closed
	Deutsche Bank Americas Holding Corp.	Closed
	Deutsche Bank Securities Inc.	Former
	DWS Group GmbH & Co. KGaA	Current
	RREEF America LLC	Current
Securian Life Insurance Co.	Securian Financial Group, Inc.	Current
Shops at Summerlin North LP, The	Howard Hughes Corporation, The Special Committee of the Board of Directors of Howard Hughes Holdings Inc.	Current
		Current
Sirius Computer Solutions LLC	CDW Corporation	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	CDW LLC SCS Holdings I Inc. Sirius Computer Solutions Holdco, L.P.	Current Closed Current
Starr Insurance Cos.	C. V. Starr & Co., Inc. Starr Principal Holdings, LLC	Current Closed
Stylitics Inc.	Circana, Inc. Hellman & Friedman LLC Stephen H. Ensley	Closed Current Former
TikTok Inc.	ByteDance (HK) Limited	Closed
TM Wellington Green Mall	Starwood Capital Group Global, L.P.	Current
Travelers Insurance Travelers Lead	The Travelers Companies, Inc.	Closed
United States, Government of the, Department of the Treasury	Konstantina Diamantopoulos	Former
Universal Music Group NV	Universal Music Group NV	Current
Utah, State of, Department of Agriculture Utah, State of, State Tax Commission	Utah Solicitor General	Closed
Vanguard Balanced Index Fund Vanguard Extended Market Index Fund Vanguard Group Inc. Vanguard Institutional Total Stock Market Index Fund Vanguard Total Stock Market Index Fund Vanguard US Equity Index Fund	The Vanguard Group	Closed
Verifone Inc.	Francisco Partners Consulting LLC Francisco Partners GP Splitter, LLC Francisco Partners II (Cayman) L.P. Francisco Partners II LP Francisco Partners III (Cayman), L.P. Francisco Partners III (Domestic AIV) Feeder, LLC	Current Closed Closed Closed Closed Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Francisco Partners III (Domestic AIV), L.P. Francisco Partners III LP Francisco Partners IV LP Francisco Partners IV-A LP Francisco Partners Management LP Francisco Partners Management, L.P. Francisco Partners Parallel Fund II L.P. Francisco Partners Parallel Fund III (Cayman), L.P. Francisco Partners Parallel Fund III, L.P. Verifone Systems, Inc.	Closed Closed Closed Closed Closed Current Closed Closed Closed Current
Verifone Inc.	British Columbia Investment Management Corp. QuadReal Property Group Limited Partnership Verifone Systems, Inc.	Current Current Current
VSP Global Inc.	Vision Service Plan	Current
Wells Fargo Advisors Financial Network LLC	Jon Kossow	Former
Wells Fargo Bank	Norwest Equity Partners	Current
Wells Fargo Bank NA	Norwest Equity Partners IX LP	Current
Wells Fargo Commercial Mortgage Trust 2022-JS2	Norwest Equity Partners X LP	Current
Wells Fargo Commercial Mortgage Trust 2022-ONL	Norwest Equity Partners XI LP	Current
Wells Fargo Mortgage Backed Securities 2022-1	Norwest Equity Partners XI-A LP	Current
Wells Fargo Mortgage Backed Securities 2022-2 Trust	Norwest Mezzanine Partners III LP	Current
Wells Fargo Mortgage Backed Securities 2022-INV1 Trust	Norwest Mezzanine Partners IV - Debt LP	Current
Wells Fargo Securities LLC	Norwest Mezzanine Partners IV - Equity LP	Current
WF Card Issuance Trust	Norwest Mezzanine Partners V LP	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Norwest Mezzanine Partners V-A LP Wells Fargo Asset Management (International) Limited Wells Fargo Asset Management Luxembourg S.A. Wells Fargo Bank, N.A. Wells Fargo Securities LLC	Current Current Current Current Current
WHP Global LLC	WH Buyer, LLC Yehuda Shmidman	Current Current
[Confidential]	[Confidential]	[Confidential]

EXHIBIT C

Glendinning Declaration

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

In re:)
EXPRESS, INC., *et al.*,¹) Chapter 11
Debtors.) Case No. 24-10831 (KBO)
) (Jointly Administered)
)
)

**DECLARATION OF STEWART GLENDINNING
IN SUPPORT OF THE APPLICATION OF THE
DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF APRIL 22, 2024**

I, Stewart Glendinning, chief executive officer, of Express, Inc. being duly sworn, state the following under penalty of perjury:

1. I am the chief executive officer of Express, Inc. located at One Express Drive, Columbus, Ohio 43230.
2. I submit this declaration (this “Declaration”) in support of the *Application of the Debtors for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors in Possession Effective as of April 22, 2024* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are Express, Inc. (8128), Express Topco LLC (8079); Express Holding, LLC (8454); Express Finance Corp. (7713); Express, LLC (0160); Express Fashion Investments, LLC (7622); Express Fashion Logistics, LLC (0481); Express Fashion Operations, LLC (3400); Express GC, LLC (6092); Express BNBS Fashion, LLC (3861); UW, LLC (8688); and Express Fashion Digital Services Costa Rica, S.R.L. (7382). The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is One Express Drive, Columbus, Ohio 43230.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

The Debtors' Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. The Debtors had an existing relationship with Kirkland starting in 2020 and Kirkland previously provided general corporate, litigation, and restructuring advice to the Debtors and served as counsel to the Debtors as part of certain recent transactions. Accordingly, the Debtors determined that Kirkland possessed the expertise in relevant legal issues that the Debtors required in potential bankruptcy counsel.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Kirkland is familiar with the Debtors' business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as chief executive officer, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland, and can confirm that the rates Kirkland charged the

Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. The Debtors have approved the prospective budget and staffing plan for the period from April 22, 2024 to July 31, 2024, recognizing that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Kirkland. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits, and, together with Kirkland, amend the budget and staffing plans periodically, as the case develops.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

[Remainder of Page Intentionally Left Blank]

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

Dated: May 16, 2024

Respectfully submitted,

/s/ Stewart Glendinning

Name: Stewart Glendinning

Title: Chief Executive Officer