

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**
www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,

Case No. 6:24-bk-02486-GER
Lead Case

RED LOBSTER RESTAURANTS LLC,
RLSV, INC.,
RED LOBSTER CANADA, INC.,
RED LOBSTER HOSPITALITY LLC,
RL KANSAS LLC,
RED LOBSTER SOURCING LLC,
RED LOBSTER SUPPLY LLC,
RL COLUMBIA LLC,
RL OF FREDERICK, INC.,
RED LOBSTER OF TEXAS, INC.,
RL MARYLAND, INC.,
RED LOBSTER OF BEL AIR, INC.,
RL SALISBURY, LLC,
RED LOBSTER INTERNATIONAL HOLDINGS LLC,

Jointly Administered with
Case No. 6:24-bk-02487-GER
Case No. 6:24-bk-02488-GER
Case No. 6:24-bk-02489-GER
Case No. 6:24-bk-02490-GER
Case No. 6:24-bk-02491-GER
Case No. 6:24-bk-02492-GER
Case No. 6:24-bk-02493-GER
Case No. 6:24-bk-02494-GER
Case No. 6:24-bk-02495-GER
Case No. 6:24-bk-02496-GER
Case No. 6:24-bk-02497-GER
Case No. 6:24-bk-02498-GER
Case No. 6:24-bk-02499-GER
Case No. 6:24-bk-02500-GER

Debtors.

**DEBTORS' APPLICATION FOR APPROVAL OF THE EMPLOYMENT OF PAUL
STEVEN SINGERMAN AND THE LAW FIRM OF BERGER SINGERMAN LLP AS
CO-COUNSEL TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), by and through the undersigned, pursuant to 11 U.S.C. §§ 327 and 330, Fed. R. Bankr. P. 2014(a), 2016 and 6003 and Local Rule 2016-1, hereby file this *Debtors' Application for Approval of the Employment of Paul Steven Singerman and the Law Firm of Berger Singerman LLP as Co-Counsel to the Debtors, Effective as of the Petition Date* (the “Application”), seeking approval of the employment of the law firm of Berger Singerman LLP (“BSLLP”), to represent the debtors-in-possession as co-counsel in these chapter 11 cases. In support of the Application, the Debtors rely

upon the *Declaration of Paul Steven Singerman, on Behalf of Berger Singerman LLP, as Proposed Co-Counsel to the Debtors, Effective as of the Petition Date* attached hereto as **Exhibit A** (the “Singerman Declaration”), and respectfully represent the following:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief sought herein are sections 327 and 330 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a), 2016 and 6003 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 9013-1(d).

Background

4. On or about the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
5. The Debtors are operating their business and managing their affairs as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.
6. For a detailed description of the Debtors, their assets, liabilities and operations, the Debtors respectfully refer the Court and parties in interest to the *Declaration of Jonathan Tibus in Support of Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”), which has been filed with the Court on or about the date hereof.

Relief Requested

7. The Debtors believe that it is in the best interest of their estates to retain BSLLP as co-counsel in these chapter 11 cases. The Debtors believe that the attorneys of BSLLP are qualified to practice in this Court and are qualified to advise the Debtors on their relations with, and responsibilities to, the creditors and other interested parties. The professional services that BSLLP will render include, but are not limited to, the following:

(a) To give advice to the Debtors with respect to their powers and duties as debtors in possession and the continued management of their business operations;

(b) To advise the Debtors with respect to their responsibilities in complying with the United States Trustee's Operating Guidelines and Reporting Requirements and with the rules of the Court;

(c) To prepare motions, pleadings, orders, applications, notices, adversary proceedings, and other legal documents necessary in the administration of these chapter 11 cases;

(d) To protect the interests of the Debtors in all matters pending before the Court; and

(e) To represent the Debtors in negotiations with their creditors and in the preparation of a plan.

8. The Debtors believe that it is in the best interests of their estates to retain BSLLP as co-counsel in these Chapter 11 Cases. The Debtors believe that the attorneys of BSLLP are qualified to practice in this Court and are qualified to advise the Debtors on their relations with, and responsibilities to, the creditors and other interested parties. The terms of BSLLP's retention are set forth in the Engagement Letter attached hereto as **Exhibit B** (the "Engagement Letter").

Authority for Relief

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

...may 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 trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

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

...specific facts showing the necessity for the employment, the name of the person 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 person'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.

11. For all of the reasons stated in this Application, the Debtors believe that it is in the best interests of their estates to retain BSLLP as co-counsel in these chapter 11 cases.

12. To the best of the Debtors' knowledge, except as disclosed in the Singerman Declaration, neither Paul Steven Singerman ("Singerman") nor BSLLP has any connection with the creditors or other parties in interest or their respective attorneys. As set forth in the Singerman Declaration, to the best knowledge of Singerman, neither Singerman nor BSLLP represents any interest adverse to the Debtors.

13. The Singerman Declaration, containing a verified statement as required under Rule 2014 of the Federal Rules of Bankruptcy Procedure, is attached and demonstrates that under these circumstances, Singerman and BSLLP are disinterested as required by Section 327(a) of the Bankruptcy Code.

14. BSLLP will apply for compensation and reimbursement of costs, pursuant to Sections 330 and 331 of the Bankruptcy Code, at its ordinary rates, as they may be adjusted from time to time, for services rendered and costs incurred on behalf of the Debtors.

WHEREFORE, the Debtors respectfully request entry of an order in the form attached hereto as **Exhibit C** (i) authorizing the Debtors to employ and retain Paul Steven Singerman and the law firm of Berger Singerman LLP, as co-counsel to the Debtors in these chapter 11 cases, effective as of the Petition Date; (ii) approving the terms of the Engagement Letter; and (iii) granting such other and further relief as the Court deems just and proper.

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Dated: May 19, 2024

Respectfully submitted,

RED LOBSTER MANAGEMENT LLC,
and each of its Affiliated Debtors

By: 

Jonathan Tibus

Chief Executive Officer

Dated: May 20, 2024

Respectfully submitted,

W. Austin Jowers (*pro hac vice* pending)
Jeffrey R. Dutson (*pro hac vice* pending)
Sarah L. Primrose (FL Bar No. 98742)
Christopher K. Coleman (*pro hac vice* pending)
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/s/ Paul Steven Singerman

Paul Steven Singerman

Florida Bar No. 378860

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– and –

Nicolette C. Vilmos

Florida Bar No. 469051

BERGER SINGERMAN LLP

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Orlando, FL 32801

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Email: nvilmos@bergersingerman.com

Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.

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

EXHIBIT A

(Singerman Declaration)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC, ¹	Case No. 6:24-bk-_____
RED LOBSTER RESTAURANTS LLC,	Case No. 6:24-bk-_____
RLSV, INC.,	Case No. 6:24-bk-_____
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RED LOBSTER HOSPITALITY LLC	Case No. 6:24-bk-_____
RL KANSAS LLC	Case No. 6:24-bk-_____
RED LOBSTER SOURCING LLC	Case No. 6:24-bk-_____
RED LOBSTER SUPPLY LLC	Case No. 6:24-bk-_____
RL COLUMBIA LLC	Case No. 6:24-bk-_____
RL OF FREDERICK, INC.	Case No. 6:24-bk-_____
RED LOBSTER OF TEXAS, INC.	Case No. 6:24-bk-_____
RL MARYLAND, INC.	Case No. 6:24-bk-_____
RED LOBSTER OF BEL AIR, INC.	Case No. 6:24-bk-_____
RL SALISBURY, LLC,	Case No. 6:24-bk-_____
RED LOBSTER INTERNATIONAL HOLDINGS LLC,	Case No. 6:24-bk-_____

Debtors.

(Joint Administration Pending)

**DECLARATION OF PAUL STEVEN SINGERMAN ON BEHALF
OF BERGER SINGERMAN LLP, AS PROPOSED CO-COUNSEL FOR THE
DEBTORS-IN-POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

1. I am Paul Steven Singerman. I am an attorney and through my professional association corporation, a member of the law firm of Berger Singerman LLP (“Berger Singerman”). Our firm maintains offices for the practice of law at 1450 Brickell Avenue, Suite

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors’ principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

1900, Miami, FL 33131; 201 E. Las Olas Boulevard, Suite 1500, Fort Lauderdale, Florida 33301; 313 North Monroe Street, Suite 301, Tallahassee, FL 32301; 525 Okeechobee Boulevard, Suite 1250, West Palm Beach, FL 33401; 401 E. Jackson Street, Suite 3300, Tampa, FL 33602; and 300 South Orange Avenue, Suite 1000, Orlando, FL 32801. I am familiar with the matters set forth herein and make this Declaration in support of the *Debtors' Application for Approval of the Employment of Paul Steven Singerman and the Law Firm of Berger Singerman LLP as Co-Counsel to the Debtors, Effective as of the Petition Date* (the "Application").

2. In support of the Application, I disclose the following:

(a) Unless otherwise stated, this Declaration is based upon facts of which I have personal knowledge.

(b) In preparing this Declaration, I and others working with me on these cases reviewed a list of the names of entities that may be parties-in-interest (the "Potential Parties-in-Interest"), as set forth on Appendix 1 hereto,² of the above-captioned debtors and debtors-in-possession (each a "Debtor" and, collectively, the "Debtors"), as provided by the Debtors' senior management and other advisors, consisting of the following: (i) the secured creditors of one or more of the Debtors³; (ii) the Debtors' professionals; (iii) the officers, directors and equity security

² The entities included on the list of Potential Parties-in-Interest (and the categories contained therein) were provided by the Debtors to Berger Singerman for purposes of a conflict check only and should not be relied upon by any party as a list of creditors or for any other purpose. Although Berger Singerman has undertaken, and continues to undertake, extensive efforts to identify connections with the Debtors and other Potential Parties-in-Interest, it is possible that connections with some Potential Parties-in-Interest have not yet been identified. Should Berger Singerman, through its continuing efforts, learn of any new connections of the nature discussed herein, Berger Singerman will so advise this Court in a timely manner.

³ The use of the phrase "one or more of the Debtors" in this Declaration is because not all of the Debtors have pending litigation, utility providers, etc.

holders of the Debtors; (iv) the indemnity/guarantee parties; (v) the insurance providers of one or more of the Debtors; (vi) the known affiliates and joint venture subsidiaries of the Debtors; (vii) the Debtors' landlords and lessors; (viii) the non-debtor parties to pending litigation matters to which one or more of the Debtors is a party; (xi) the material contract counter-parties; (xii) the non-debtor professionals; (xiii) the non-debtor parties to surety and letters of credit; (xiv) the commercial workers unions; (xv) the utility providers of one or more of the Debtors; and (xvi) the top vendors based on outstanding accounts payable as of the Petition Date, as well as the results of UCC searches conducted in Delaware, Kansas, Maryland and Florida provided by prospective co-counsel to the Debtors, in respect of filings against the Debtors. I caused our firm's conflicts analysts to compare the foregoing information with the information contained in our law firm's client and adverse party conflict check index system. The facts stated in this Declaration as to the relationship between other lawyers in our law firm and the Debtors, the Debtors' creditors, the United States Trustee, other persons employed by the Office of the United States Trustee, and those persons and entities who are defined as disinterested persons in Section 101(14) of the Bankruptcy Code are based on the results of my and our team's review of our firm's conflict check index system. Specifically, I have caused to be (A) conducted a computer search of our firm's records in respect of all of the names referred to in the first sentence of this paragraph 2(b) and (B) disseminated a written request for information to all of the attorneys in our firm regarding connections to the Debtors and the Potential Parties-in-Interest of the Debtors. Based upon such search, our firm does not represent any entity in a matter which would constitute a conflict of interest or impair the disinterestedness of Berger Singerman.

3. Berger Singerman's client and adverse party conflicts check system is comprised of records regularly maintained in the course of business of the firm and it is the regular practice of the firm to make and maintain these records. It reflects entries that are noted in the system at the time the information becomes known by persons whose regular duties include recording and maintaining this information. I am one of the persons who is responsible for the supervision of the department of our firm which keeps this system up-to-date, and I regularly use and rely upon the information contained in the system in the performance of my duties with the law firm and in my practice of law.

4. A search of our firm's conflicts check system revealed the following matters, none of which impairs my or our firm's disinterestedness or constitutes any conflict of interest:

a) The Debtors have retained, subject to the approval of this Court, the firm of King & Spalding, LLP ("K&S") to act as co-counsel to the Debtors in these bankruptcy cases. Berger Singerman formerly served as co-counsel to the debtors with K&S in the *AeroTech Miami Inc., d/b/a iAeroTech, et al.*, ("iAero"), jointly administered chapter 11 cases in the United States Bankruptcy Court for the Southern District of Florida before the Honorable Robert A. Mark. Berger Singerman formerly served as counsel to the debtors in the *Delphi Behavioral Health Group, LLC, et al.* ("Delphi"), jointly administered chapter 11 cases in the United States Bankruptcy Court for the Southern District of Florida before the Honorable Peter D. Russin, and we currently serve as counsel to the Liquidating Trustee in the trust formed under the confirmed Plan of Liquidation in the Delphi cases. K&S is counsel to Brightwood Services, LLC ("Brightwood"), in its capacity as agent for one or more of its Brightwood affiliates and other prepetition lenders to Delphi. Berger Singerman and K&S each currently separately represent

significant shareholders in the chapter 7 bankruptcy cases of Mountain Express Oil Company, pending in the United States Bankruptcy Court for the Southern District of Texas. Berger Singerman represents Andrew De Camara, of the firm Sherwood Partners, Inc., as the Assignee for the benefit of creditors of PostQ, Inc., f/k/a QOMPLX, Inc. (“PostQ”) pending in the Eleventh Judicial Circuit for Miami-Dade County, Florida. K&S represents PostQ, the Assignor, in this matter. In the past, Berger Singerman has been involved in many matters and cases with K&S, all of which are entirely unrelated to the instant cases. Additionally, Berger Singerman represented K&S in matters that are wholly unrelated to these bankruptcy cases, which have all concluded. Berger Singerman has (i) represented a client in an out-of-court restructuring matter in which K&S also represented an affiliate of Brightwood, (ii) represented a number of clients whose interests were adverse to the interests of clients represented by K&S; and (iii) worked on other cases and matters as co-counsel and opposing counsel to K&S in matters wholly unrelated to these bankruptcy cases. For many years, I and other Berger Singerman attorneys have had and continue to have several friends who are employees or partners of K&S;

b) The Debtors have retained, subject to the approval of this Court, the firm of Alvarez & Marsal North America, LLC (“A&M”) to provide financial advisory services, including providing a Chief Executive Officer, Jonathan Tibus and a Chief Restructuring Officer, Nicholas Haughey. Berger Singerman currently represents and has represented various clients in matters wholly unrelated to these bankruptcy cases in which A&M has served in a financial advisory or interim management capacity. Berger Singerman has also represented a number of clients whose interests were adverse to the interests of clients represented by A&M in matters wholly unrelated to these bankruptcy cases. For many years, I and other Berger Singerman attorneys have had and

continue to have several friends who are employees or partners of A&M;

c) The Debtors have retained, subject to the approval of this Court, Hilco Corporate Finance, LLC (“Hilco”) to act as investment banker to the Debtors in these bankruptcy cases. Berger Singerman has represented principals and affiliates of Hilco in unrelated matters and also worked on a number of matters in which Hilco affiliates have been involved. None of the foregoing matters involved the Debtors and those prior representations are wholly unrelated to the instant bankruptcy cases. In addition, for many years, I and other Berger Singerman attorneys have had and continue to have several friends who are employees or partners of Hilco or its affiliates;

d) *Wells Fargo Bank* is a secured lender of the Debtors. Berger Singerman previously represented *Wells Fargo Bank* in matters wholly unrelated to the instant bankruptcy cases, all of which have been concluded. In addition, Berger Singerman has represented a number of clients whose interests were adverse to *Wells Fargo Bank* in that they have incurred a debt to *Wells Fargo Bank*, in matters wholly unrelated to the instant bankruptcy cases;

e) *Fortress Credit Corp.* is the primary secured creditor of the Debtors. Berger Singerman has represented a number of clients whose interests were adverse to *Fortress Credit Corp.* or its affiliates in that they have incurred a debt to *Fortress Credit Corp.* or its affiliates in matters wholly unrelated to the instant bankruptcy cases;

f) *FPL* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman previously represented *FPL* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *FPL* in that they have incurred a debt to *FPL*, in matters wholly unrelated to the instant

bankruptcy cases;

g) *Seco Energy* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Seco Energy* in a matter wholly unrelated to the instant bankruptcy cases which was concluded in 2023;

h) *Comcast* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Comcast* in a matter wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Comcast* in that they have incurred a debt to *Comcast* in matters wholly unrelated to the instant bankruptcy cases;

i) *Cigna* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Cigna* in a matter wholly unrelated to the instant bankruptcy cases which concluded in 2014. In addition, Berger Singerman has represented a number of clients who are adverse to *Cigna* in that they have incurred a debt to *Cigna* in matters wholly unrelated to the instant bankruptcy cases;

j) *Jacksonville Electric Authority* (“JEA”) is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *JEA* in a matter wholly unrelated to the instant bankruptcy cases;

k) *Stiles Corporation/Stiles Property Management* (“Stiles Corp.”) is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Stiles Corp.* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Stiles Corp.* in that they have incurred a debt to *Stiles Corp.* in matters wholly unrelated to the instant bankruptcy cases;

l) *Hartford Financial Services Group* (“Hartford”) is listed as creditor or interested party of one or more of the Debtors. Berger Singerman represented *Hartford* in matters wholly unrelated to the instant bankruptcy cases. These matters have all concluded. In addition, Berger Singerman has represented a number of clients who are adverse to *Hartford* in that they have incurred a debt to *Hartford* in matters wholly unrelated to the instant bankruptcy cases;

m) *PECO Energy Company* (“PECO”) is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *PECO* in matters wholly unrelated to the instant bankruptcy cases, all of which have been concluded;

n) *Emerald Coast Utilities Authority* (“Emerald Coast”) is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Emerald Coast* in a matter wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Emerald Coast* in that they have incurred a debt to *Emerald Coast* in matters wholly unrelated to the instant bankruptcy cases;

o) *Orion Investment & Management Ltd., Corp.* (“Orion”) is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Orion* in a matter wholly unrelated to the instant bankruptcy cases;

p) *Jones Lang LaSalle* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Jones Lang LaSalle* in a matter wholly unrelated to the instant bankruptcy cases which concluded in 2021. In addition, Berger Singerman has represented a number of clients who are adverse to *Jones Lang LaSalle* in that they have incurred a debt to *Jones Lang LaSalle* in matters wholly unrelated to the instant bankruptcy cases;

q) *Certain Underwriters at Lloyd’s London* (“Lloyd’s”) is listed as a creditor

or interested party of one or more of the Debtors. Berger Singerman represented *Lloyd's* in matters wholly unrelated to the instant bankruptcy cases. These matters have all been concluded. In addition, Berger Singerman has represented a number of clients who are adverse to *Lloyd's* in that they have incurred a debt to or asserted claims against *Lloyd's* in matters wholly unrelated to the instant bankruptcy cases;

r) *Liberty Mutual Insurance Company* ("Liberty Mutual") is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Liberty Mutual* in a matter wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Liberty Mutual* in that they have incurred a debt to or asserted claims against *Liberty Mutual* in matters wholly unrelated to the instant bankruptcy cases;

s) *American International Group* ("AIG") is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *AIG* in matters wholly unrelated to the instant bankruptcy cases. These matters have all been concluded. In addition, Berger Singerman has represented a number of clients who are adverse to *AIG* in that they have incurred a debt to or asserted claims against *AIG* in matters wholly unrelated to the instant bankruptcy cases;

t) *City of Fort Lauderdale* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *City of Fort Lauderdale* in matters wholly unrelated to the instant bankruptcy cases which have all concluded. In addition, Berger Singerman has represented a number of clients who are adverse to *City of Fort Lauderdale* in that they have incurred a debt to *City of Fort Lauderdale* in matters wholly unrelated to the instant bankruptcy

cases;

u) *Simon Property Group, LP* and related affiliates (collectively, “Simon”) are listed as creditors or interested parties of one or more of the Debtors. Berger Singerman represents *Simon* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Simon* in that they have incurred a debt to *Simon* in matters wholly unrelated to the instant bankruptcy cases;

v) *Lakeland Electric* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Lakeland Electric* in a matter wholly unrelated to the instant bankruptcy cases;

w) *Nexbank SSB* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Nexbank SSB* in matters wholly unrelated to the instant bankruptcy cases, all of which have been concluded;

x) *Nelson Slosbergas, PA* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Nelson Slosbergas, PA* in matters wholly unrelated to the instant bankruptcy cases which have all been concluded;

y) *Charter Communications, Inc.* (“Charter”) is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Charter* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Charter* in that they have incurred a debt to or asserted claims against *Charter* in matters wholly unrelated to the instant bankruptcy cases;

z) *Duke Energy Corporation* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Duke Energy Corporation* in a matter wholly

unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Duke Energy Corporation* in that they have incurred a debt to *Duke Energy Corporation* in matters wholly unrelated to the instant bankruptcy cases;

aa) *T-Mobile* is listed as a creditor or interested party one or more of the Debtors. Berger Singerman represents *T-Mobile* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *T-Mobile* in that they have incurred a debt to *T-Mobile* in matters wholly unrelated to the instant bankruptcy cases;

bb) There are numerous creditors or interested parties of one or more of the Debtors which have been creditors of, or adverse to, other entities represented by Berger Singerman in cases and matters wholly unrelated to the instant bankruptcy cases. These parties include: *Ace American Insurance Company, Akerman LLP, Alabama Power Company, Allied World Insurance Company, American Electric Power, American General Life Insurance Co., APS, Arizona Public Service Co., Arundel Mills, Atkins Limited, Atmos Energy, Axis, Ballard Spahr LLP, Baltimore Gas & Electric, Big Red LLC, Birmingham Water Works, Blake, Cassels & Graydon LLP, Blue Torch Credit Opportunities, Bowring Marsh Bermuda, Brixmor Operating Partnership LP, Brookfield Properties, CBL & Associates Management, CBL & Associates, Centennial Realty Partners, LLC, Centerpoint Energy, Century Link, Chattanooga Gas Company, Chubb Insurance Co., Cintas Corporation, Citicorp, City of Austin, City of Bakersfield, City of Bloomington, City of Boynton Beach, City of Clearwater, City of Columbus Department of Utilities, City of Decatur, City of Florence, SC, City of Fort Myers, City of Fort Walton Beach, City of Gainesville, City of Gastonia, City of Golden Valley, City of Grand Junction, City of*

Greensboro, City of Hollywood, City of Houston, City of Jacksonville, City of Lafayette, City of Lakewood, City of Laredo, City of Las Vegas, City of Littleton, City of Los Angeles, City of Medford, City of Mesquite, City of North Miami, City of Norman, City of Oak Ridge, City of Ocala, City of Orem, City of Ottawa, City of Panama City, City of Pembroke Pines, City of Pensacola, City of Peru, City of Phoenix, City of Plano, City of Raleigh, City of Regina, City of Reno, City of Richmond, City of Salem, City of Salisbury, City of San Jose, City of San Marcos, City of Springfield, City of St. George, City of St. Petersburg, City of Tacoma Public Utilities, City of Tallahassee, City of Topeka, City of Tucson, City of Tulsa, City of Tuscaloosa, City of West Palm Beach, City of Yakima, City of Yonkers, Coastal Waste and Recycling, Cogeco US (Miami) LLC, Columbia Gas, Columbus City Treasurer, Columbus Water Works, Comed, Con Edison, Consumers Energy, Continental Insurance Company, Crown Castle Fiber LLC, Dekalb County, DirecTV, Dominion Energy, DTE Energy, Duquesne Light Company, Ecolab, Inc., Electric Power Board of Chattanooga, Enmax, Entergy, Equinix, Inc., Enterprise Fleet Management Canada, Inc., Everest Indemnity, Faegre Drinker Biddle & Reath LLP, FCC Environmental, Federal Insurance Company, Forest Hills Municipal Authority, Fort Worth Water Department, Four Corners Property Trust, Frontier Communications, Gas South, Georgia Power, GFL Environmental, Inc., Goode Companies, FL, Gordon Food Service, Granite Telecommunications, Grangier, Great American Financial Service, Great Waste Recycling, Greenberg Traurig, LLP, Greystone Power Corp., Groot Inc., Gulf Power Company, HCG Smith Ranch, LLC, Home Depot, Howard Group, Huntsville Utilities, Idaho Power Company, Ironwood, Johnson Controls, Kansas Department of Revenue, Kentucky Utilities Co., Knickerbocker Asset Management, La Jolla Business Center, Landmark America Insurance Company, Lansing Board of Water & Light,

Lompoc Jack LLC, Macy's, Macy's Retail Holdings, Inc., Mall of Louisiana, LLC, Maplewood Partner, L.P., Marpan Supply Co., Marsh USA, Inc., Microsoft Corporation, Miami-Dade Water & Sewer Dept., Mississippi Power Company, Montgomery Water Works, Mortgage Electronic Registration Systems, Inc., Nashville Electric Service, National Grid, Norton Rose, North American Development Group, NW Natural, NYC Water Board, Oaktree Investment Ltd., Ocean Bank, Okaloosa Gas District, Ohio Casualty Corporation, Oklahoma Tax Commission, Ontario Municipal, Orange County Utilities, Oxford Development Company, Pacific Gas and Electric, Palm Beach County Water, Palms Insurance Company, Park Place, People's Trust Insurance Company, Pepco, Pepsi, PFP Assoc., Piedmont Natural Gas, Portland General Electric, Potomac Electric Power Company, PricewaterhouseCoopers LLP, Prime Bank, Prologis, Proskauer Rose LLP, Prudential Insurance, PSEGLI, Ramco Jacksonville LLC, Rancho California Water District, RCG Ventures, Recology, Regency Centers, LP, Republic Services, Ridgeline Productions LLC, Ring Central, Inc., Rogers Towers, PA, Rumpke Waste & Recycling, Salt River Project, San Diego Gas and Electric, Sears Roebuck & Co., Shenandoah Valley Electric Coop, Shorenstein Properties LLC, Shutts & Bowen, Sinking Fund Commissioners of the City of Dalton, Solid Waste Authority, Southern California Edison, Southern California Gas, Southwestern Electric Power, Spectrum, Spire, Starstone Specialty Insurance Company, State of Mississippi, State of Nevada, State of Oklahoma, Sunbeam Properties/Development Corp., Tanger Properties, LP, Teco/Peoples Gas, Teco/Tampa Electric, Telus, Tennessee Department of Revenue, Travelers Insurance Company, Town of Gilbert, Tucson Electric Power Co., Union Bank, United Food Store – P.C., Waste Connections, Inc., Waste Management, Inc., Weil, Gotshal & Manges LLP, Westerman Ball Ederer, et al., Xcel Energy and Zurich American Insurance;

cc) Individuals by the names of *Melanie Adams, Yvonne Alexander, Patrick Bartells, James Campbell, Elizabeth Diaz, Emilio Diaz, Janet Angela Fisher, David Fowler, Donna Jackson, Mohammed Khan, Michael Lewis, Jose Maldonado, Benjamin Marks, Frank Mineo, Cozen O'Connor, Carlos Pena, Otto Perez, Scott Price, Stephanie Richardson, Brandon Roberts, Ana Rodriguez, Richard Smith, and Robert Smith* (collectively, the “Individuals”) are listed as creditors or interested parties of one or more of the Debtors. Berger Singerman has represented third parties in wholly unrelated matters whose interests may have been adverse to one or more of the Individuals. It is impossible for our firm to confirm with certainty that the individuals associated with the third-party representations are the same Individuals listed as creditors or interested parties of the Debtors;

dd) Individuals by the names of *Jeffrey Anderson, Robert Brown, Joan Ellis, Michael Greenberg, Peter Hong, Jose Perez, Juan Perez, and Richard Smith* are listed as creditors or interested parties of one or more of the Debtors. Berger Singerman formerly represented individuals by the same names in matters wholly unrelated to the instant bankruptcy cases. It is impossible for our firm to confirm with certainty that *Jeffrey Anderson, Robert Brown, Joan Ellis, Michael Greenberg, Peter Hong, Jose Perez, Juan Perez, and Richard Smith* formerly represented by Berger Singerman are the same individuals who are creditors or interested parties of one or more of the Debtors; and

ee) Berger Singerman represents privately held as well as public companies in out of court and restructuring matters (the “Non-Debtor Clients”). Several creditors of the instant Debtors may be creditors of one or more of our firm’s Non-Debtor Clients. Berger Singerman’s representation of the Non-Debtor Clients does not impair Berger Singerman’s disinterestedness or

its ability to represent the Debtors in these cases.

5. Berger Singerman submits that none of the foregoing representations or connections constitutes a conflict of interest or in any way impairs its disinterestedness in these cases.

6. Other than as set forth in this declaration, Berger Singerman neither holds nor represents any interest adverse to the Debtors and is a “disinterested person” within the scope and meaning of Section 101(14) of the Bankruptcy Code.

7. Neither I nor our firm has or will represent any other entity in connection with these cases, and neither I nor our firm will accept any fee from any other party or parties in these cases, except the Debtors-in-Possession, unless otherwise authorized by the Court.

8. On March 15, 2024, the Debtors retained Berger Singerman to act as their co-counsel in connection with restructuring matters. On March 27, 2024, Berger Singerman received an initial retainer from the Debtors in the amount of \$350,000.00 (the “Initial Retainer”), which was deposited into a trust account of Berger Singerman.

9. On April 25, 2024, Berger Singerman received a payment of \$81,495.93 from the Debtors, which was applied toward payment of its pre-petition fees and expenses incurred.

10. On May 9, 2024, Berger Singerman received a payment of \$79,421.16 from the Debtors, which was applied toward payment of its pre-petition fees and expenses incurred.

11. On May 16, 2024, Berger Singerman received a payment of \$285,112.18, of which \$258,220.50 was for then accrued and unpaid fees as of May 13th, and estimated fees from May 14th through May 19th, 2024, and \$26,891.68, for accrued and unpaid costs and disbursements and filing fees for the instant bankruptcy cases.

12. After payment of its outstanding pre-petition fees and expenses, Berger Singerman will hold in its trust account the Initial Retainer as collateral security for the fees and costs that may be awarded to it by the Court in these cases.

13. The professional fees and costs incurred by Berger Singerman in the course of its representation of the Debtors in these cases shall be subject in all respects to the application and notice requirements of 11 U.S.C. §§ 327, 330 and 331 and FRBP 2014 and 2016.

14. The current hourly rates for the attorneys at Berger Singerman range from \$415.00 to \$850.00. The current hourly rates of Paul Steven Singerman, Nicolette Vilmos and Robin J. Rubens, the partners who will be principally responsible for Berger Singerman's representation of the Debtors, are \$850.00, \$750.00, and \$715.00, respectively, and the current hourly rates of the of-counsel and associate attorneys who will work on this matter range from \$415.00 to \$625.00 per hour. The current hourly rates for the legal assistants and paralegals at Berger Singerman range from \$95.00 to \$325.00. Berger Singerman typically adjusts its hourly rates annually on January 1st.

15. There is no agreement of any nature, other than the shareholder agreement of our firm, as to the sharing of any compensation to be paid to the firm. No promises have been received by Berger Singerman nor any member or associate thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

16. No attorney in our firm holds a direct or indirect equity interest in the Debtors, including stock or stock warrants, or has a right to acquire such an interest.

17. No attorney in our firm is or has served as an officer, director or employee of the Debtors within two years before the Petition Date.

18. No attorney in our firm is in control of the Debtors or is a relative of a general partner, director, officer or person in control of the Debtors.

19. No attorney in our firm is a general or limited partner of a partnership in which the Debtors are also a general or limited partner.

20. No attorney in our firm is or has served as an officer, director or employee of a financial advisor that has been engaged by the Debtors in connection with the offer, sale or issuance of a security of the Debtors, within two years before the Petition Date.

21. No attorney in our firm has represented a financial advisor of the Debtors in connection with the offer, sale or issuance of a security of the Debtors within three years before the filing of the petition.

22. No attorney in the firm has any other interest, direct or indirect, that may be affected by the proposed representation.

23. Except as set forth herein, no attorney in our firm has had or presently has any material connection with the captioned Debtors, the Debtors' creditors, any other party in interest or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee (but the undersigned and other attorneys of Berger Singerman have friendly and longstanding relationships with attorneys at the Office of the United States Trustee in the Middle District of Florida from work on prior cases), on any matters in which the firm is to be engaged, except that I, our law firm, and our attorneys (i) may have appeared in the past, and may appear in the future, in other cases in which one or more of said parties may be involved; and (ii) may represent or may have represented certain of the Debtors' creditors in matters unrelated to these cases.

24. I and other attorneys of Berger Singerman have known some or all of the bankruptcy judges in the Middle District of Florida for the Orlando Division, Judge Lori V. Vaughan, Judge Grace E. Robson, and Judge Tiffany Geyer for many years. Over the years, I and other attorneys at Berger Singerman have worked on matters with each of the bankruptcy judges in the Middle District of Florida for the Orlando Division prior to their becoming bankruptcy judges. From 2001 to 2009, Judge Robson was an associate of Berger Singerman. After Judge Robson left Berger Singerman and before Judge Robson became a bankruptcy judge, I and other attorneys at Berger Singerman were involved in matters in which the interests of Berger Singerman's clients and Judge Robson's clients were sometimes adverse and sometimes aligned. In addition, prior to Judge Vaughn becoming a bankruptcy judge, I have worked on Florida Bar Business Law Section matters and client matters as co-counsel or representing clients whose interest were adverse to clients of Judge Vaughan. Prior to Judge Geyer becoming a bankruptcy judge, Miss Vilmos (before joining Berger Singerman) and perhaps other of our lawyers at Berger Singerman have worked on matters in which the interests of Berger Singerman's clients and Judge Geyer's clients were sometimes adverse and sometimes aligned.

U.S. TRUSTEE GUIDELINES

25. Berger Singerman will make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and with any fee applications filed by Berger Singerman in these chapter 11 cases.

26. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Guidelines:

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

Answer: No. The rate structure provided by Berger Singerman is appropriate and comparable to (a) the rates that Berger Singerman charges for non-bankruptcy representations, and (b) the rates of other comparably skilled professionals.

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

Answer: No.

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

Answer: Berger Singerman's current hourly rates for services rendered on behalf of the Debtors are set forth above. These rates have been used since January 1 of this year.

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

Answer: Yes. Berger Singerman has provided the Debtors with a prospective budget and staffing plan setting forth the types of timekeepers, numbers thereof, and applicable hourly rates it expects during the chapter 11 cases, which have been approved by the Debtors. The budget and staffing plan cover the period from the Petition Date to August 23, 2024.

27. This concludes my Declaration.

28 U.S.C § 1746 Declaration

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on May 19, 2024.

/s/ Paul Steven Singerman
PAUL STEVEN SINGERMAN

Appendix 1

Potential Parties-in-Interest List

Top Vendors

Kenneth O Lester Company Inc.	Aramark Uniform And Career Apparel
(Performance Food Groups)	Group Inc.
Rubin Postaer And Associates	Directv
Eplus Technology Inc.	Usp Apollo LLC
The Wasserstrom Company	Twc Services Inc.
Ipsos Insight LLC	Slade Gorton & Co Inc.
Gordon Food Service Canada Ltd.	Town Center Refrigeration Inc.
Cintas Corporation No 2	Luxone LLC
Paint Folks	Interactive Communications International
Helloworld Inc.	Inc.
Strategic Solutions Inc.	Op Oakhurst Realty LLC
Barkley Inc.	Construction Operations And Renovation
Blackhawk Network Inc.	Experts
Oracle America Inc.	Nuco2 Inc.
Dinova Inc.	Costa Do Soesto LLC
Enviro Master Services LLC	Adp Inc.
Presto Automation Inc.	Gartner Inc.
Baker & Hostetler LLP	Microsoft Corporation
Credera Enterprises Company LLC	Sirna & Sons Inc.
Doordash Inc.	Coastal Sunbelt Produce
Merkle Inc.	Creation Gardens
Johnson Controls Us Holdings LLC	Freshpoint Inc.
Slm Waste & Recycling Services Inc.	Marsh Usa Inc.
A O Smith Water Products	Engie Insight Services Inc.
Pricewaterhouse Coopers LLP	First American Exchange Company LLC
3b2 Solutions LLC	Vereit Operating Partnership LP
Presidio Networked Solutions LLC	Zurich American Insurance Company
Sandy Alexander Inc.	Kepler Group LLC
Synq3 Restaurant Solutions LLC	3301669 Nova Scotia Company
Pegnato Roof Intelligence Network	Broadstone Rl Portfolio LLC
Gfs Canada Ltd.	Four Corners Operating Partnership LP
Buntin Advertising Inc.	Spirit Realty LP
State Industries Inc.	Piedmont Cnl Towers Orland LLC
AlSCO Inc.	Alixpartners Holdings LLP
Ecolab Pest Elimination	Mobo Systems Inc.
Apex Systems Inc.	Weil Gotshal & Manges LLP
Itw Food Equipment Group LLC	Logan Clark III

Banks, Administrative Agents, Secured Lenders and UCC Lien Parties

Fortress Credit Corp.

Great America Financial Services Corporation

Wells Fargo Bank, N.A.

First Insurance Funding

First Insurance Funding of Canada

TCW Skyline Lending LP

TCW Asset Management Company, LLC

Blue Torch Credit Opportunities

BTC Holdings Fund

DBDB Funding LLC

Debtor Professionals

King and Spalding LLP
Hilco Corporate Finance LLC
Berger Singerman LLP
Epiq Corporate Restructuring LLC
Keen-Summit Capital Partners
Stephanie Medley
Blakes, Cassels & Graydon LLP

Debtors

Red Lobster Canada, Inc.
Red Lobster Hospitality LLC
Red Lobster Management LLC
Red Lobster Of Bel Air, Inc.
Red Lobster Of Texas, Inc.
Red Lobster Restaurants LLC
Red Lobster Sourcing LLC
Red Lobster Supply LLC
RL Columbia LLC
RL Kansas LLC
RL Maryland Inc.
RL Of Frederick, Inc.
RL Salisbury, LLC
RLSV, Inc.
Red Lobster International Holdings LLC

Directors/Officers (Current and Former)

Ana Gulacsy	Robert Knopp
Angela Wang	Shawn Harrs
Arlene Mussenden	Susan Pavel
Aurinelis Infante	Thiraphong Chansiri
Carrie Barner	Tim Breen
Charles Braley	Timothy Alexander Sibley
Daniel Mcleod	Tonya Heron
David Cifelli	Trin Tapanya
David Michael Martin	Carlos Pena
Elizabeth Crago	Fung Yan
Jarrett Whitlow	Horace G. Dawson, III
Jeff Matray	Kelli Valade
Jeffrey Peete	
Jef Matray	
Joann Dashiell	
Jonathan Tibus	
Joseph Brown	
Joyce Zhang	
Kate Acosta	
Kathy Wood	
Lawrence Hirsh	
Ludovic Garnier	
Matt Livesay	
Meera Pereira	
Michael Greenberg	
Michael Sjuggerud	
Michelle Carr	
Michelle Rhoades	
Miranda Farren	
Monica Zhou	
Nicholas Haughey	
Norma Rivera	
Patrick Bartels	
Ravinder Singh	
Raymond Blanchette, III	
Ribeiro Hui Services Ltd.	
Richard Fung	
Rittirong Boonmechote	

Equity Holders

Double P Consultants Co. Ltd.
Employee Share Trust
FWM Asia Holdings Limited
FWM Dragon Holdings Limited
FWM F&B Holdings Limited
GGCOF RL Blocker, LLC
Intero Investment Gmbh
Kanya Ruengprateepsang
Paul Kenny
Red Lobster Hong Kong Ltd.
Red Lobster Master Holdings Gp, LLC
Red Lobster Shanghai Limited (Cn)
Rit Thirakomen
RL Co-Investor Blocker LLC
RL Management Holdings LLC
RL Management Investors LLC
Seafood Alliance Limited
Shanghai Honglong Wei Hui F&B Management Co. Ltd.
Stefan Leicht
Terrance Tan Konghwa
Thai Union Group Publicl Company Limited
Thai Union Investments North America LLC
Thai Union North America, Inc.
Vineland Ventures Limited
Fung Yan

Indemnity / Guarantee Parties

ARCP Acquisitions, LLC
ARCP RL PORTOLIO III, LLC
ARCP RL PORTOLIO II, LLC
ARCP RL PORTOLIO I, LLC
ARCP RL PORTOLIO IV, LLC
ARCP RL PORTOLIO IX, LLC
ARCP RL PORTOLIO VIII, LLC
ARCP RL PORTOLIO VII, LLC
ARCP RL PORTOLIO VI, LLC
ARCP RL PORTOLIO V, LLC
ARCP RL PORTOLIO X, LLC
Broadstone RL Portfolio, LLC
Liberty Mutual

Insurance Providers

0510 KLN Lloyd's Syndicate
Ace American Insurance Company
AIG
Allied World Insurance Company
American Guarantee and Liability
American International
Ascot Specialty Insurance Company
Axis Insurance Company
Axis Surplus Insurance Company
Bowring Marsh Bermuda
Columbia Casualty Company
Continental Insurance
Everest Indemnity Insurance Co.
Everest National Insurance Company
Federal Insurance Company (Subsidiary of Chubb)
Hartford Fire Insurance Co.
Landmark American Insurance Company
Lloyd's Of London
Markel Bermuda
Ohio Casualty Co.
Ohio Insurance Agents Association Inc. Retro Group
Palms Insurance Company, Limited
Starstone Specialty Insurance Company
Swiss Re Corporate Solutions Elite
Talbot Syndicate Tal1183
Travelers Property & Casualty Company of America
Westchester Fire Insurance Company (Subsidiary of Chubb)
Zurich American Insurance Company
Arch Insurance Company
Endurance Assurance Corporation
Fireman's Fund Insurance Company
Zurich Canada
Zurich North America

Known Affiliates & JVs

Shanghai Red Lobster F&B Management Company
Red Lobster Asia Holdings Limited
Red Lobster Cares, Inc.
Red Lobster China Operations Co. Limited
Red Lobster Holdings LLC
Red Lobster Intermediate Holdings LLC
Red Lobster Master Holdings, L.P.
Red Lobster Seafood Co., LLC
RL Billings, Inc.
RL Of Jonesboro, Nc.
Shanghai Honglng Wei Hui F&B Management Co.
Red Lobster Hong Kong

Landlords

10920 Moorpark LLC	Aj Chen LLC
1120 South Walton Partners LLC	Aldo Guidotti
112 RLT LLC	Alexandria Seafood LLC
10010 Station LLC	Alr Racanelli LLC
1229 Richmond LLC	Alva Investment Corp
1359 Sn Owners LLC	American Finance Operating Partnership LP
13612 Harbor Boulevard LLC	Amj Wolf Corp
1420 Noble Ave LLC	Andyharris LLC
1601 Dahill Properties Inc.	Anna Buecheler Investment Partnership
170 Wolf Road LLC	Annapolis Mall Shopping Ctr Co.
1726 Nc LLC	Anne Mohr As Trustee Of The Horst Mohr Trust
1885 Ltd.	Armel LLC
2300 Restaurant Corp	Arthur Weigold
2325 East Flamingo LLC	Arvig4 LLC
2328 Commercial Way Properties LLC	Atherton Development Company LP
237 Uptown Inc.	Aucallutim LLC
2620 Mcfarland Blvd East LLC	August America LLC
99 Year Lease	Aviana Company Ltd. LLC
27th Mesa LLC	Barlas Rlr LLC
29 Ocean Parkway LLC	Bay Plaza West LLC
3087 Associates LLC	Belos Exchange LLC
3301669 Nova Scotia Company	Beluz Properties X Ltd.
39401 Fremont Boulevard LLC	Edward F Selby
411 Lenox Realty Inc.	Benjamin Marks
416 Commerce Center Drive LLC	Bertha Aiken LLC
4230 Broadway Realty Co. Inc.	Bhagat Md LLC
454 W 22 St LLC	Big Red LLC
6091 Sawmill Road LLC	Bishwendu K Paul
6701 18th Avenue Associates LLC	Blackstock Westside Associates LLC
684 Myrtle Avenue Realty LLC	B&L Storage
714 Yonge Street Inc.	Bluestripes Investments LLC
801 Red Lobster LLC	Blue Tree Properties Oh LLC
95metcalf Properties InC	Bpr Ff LLC
Aark USA LLC	Bpw Inc.
Aasthi LLC	Briarholm Inc.
Advanced Housing Developers Inc.	Brixmor Operating Partnership LP
Afli2 LLC	Broadridge Apartments LLC
AIB Management I LP	

Broadstone RI Portfolio LLC
 Broadway And Pearl Associates LLC
 Broadway & Nevada LLC
 Brock Associates LLC
 Brookside Improvements LLC
 Brooks Shopping Centers LLC
 Brown-Belkin RI LLC
 Bryan Rental Inc.
 Buildings For Babies Foundation
 Burkhardt Development Group Inc.
 Bva Deerbrook Spe LLC
 Caltamp Realty Associates LLC
 Campbell Blacklidge Plaza De LLC
 Camwood Construction Ltd.
 Cassco Land Company Inc.
 Cbl & Associates Limited Partnership
 Centerpointcap I LLC
 Century Plaza Commercial LLC
 Cg Watertown LLC
 Cheung K Tom Leung
 Ch Gresham LLC
 Chillicothe Mall Inc.
 Christel Kelley
 City Of Danbury
 Cj & J Corporation
 Cloud Enterprises Corporation Inc.
 Coddling Enterprises LP
 Coltrane Real Estate Investments LLC
 Compass Commercial Inc.
 Conway Inn Corp
 Cornhusker Project Gi2 LLC
 Kisan B Chavan
 Country LLC
 Country Orchard Estates Inc.
 Cpp River Falls LLC
 Cri Outparcels LLC
 Cr Kingston Associates LLC
 Curry Investment Company
 Dacf Invest-4 LLC
 Damian Charles

Limestone Redcan Ulc
 Dan C Inc.
 Davrich Realty Corp
 Dees Sugar House Center LLC
 Dennis Lapidus
 Developments West Corporation
 Diadon LLC
 D J W Properties LLC
 Douglas V Hale
 Drury Development Corporation
 East West Crossings LLC
 Ege5 LLC
 Eirrek Rlf LLC
 Elhio LLC
 Emily Ko Lee
 Enayat Abrishami
 Fab-Rite LLC
 Far Horizons Trailer Village LLC
 Federal Realty Op LP
 Fima Development
 First Arizona RI Associates LLC
 Norene Brink
 First & Main LLC
 Fk Properties LLC
 Fnw Realty Corp
 Formosa Developers Inc.
 Fortified Beltway Lanham LLC
 Four Corners Operating Partnership LP
 Owned
 Four Hand Realty LLC
 Fox River Shopping Ctr LLP
 Paul A Butera
 Frankie Fesko
 Frank Mineo
 Frisco 3056 Preston LLC
 Fslro 10700 Parallel Kansas City LLC
 Ft Sheri Realty LLC A New York Limited
 Liability Company
 Preferred Associates LLC
 Galo Properties Inc.

Gcfp Limited Partnership
 Gelly LLC
 Geneva Rl Venture LLC
 Geoffrey M Kunz
 George Dunaians And Flora Dunaians
 Revocable Trust
 Geraldine Aprahamian
 Gerald L Spande
 Reep-Rtl Dtc Va LLC
 Gerald Messuri
 Ggp Limited Partnership
 Ggp Mall Of Louisiana LLC
 Gina El Sineitti Estate
 Girardeau P2 LLC
 G&I X Crossroads Mzl LLC
 Glr Property Management LLC
 Gpg Clovis Holdings LLC
 Greentree Apartments LLC
 Greenway Property LLC
 Greenwood Mall Realty Holding LLC
 Gri Eqty Sparkleberry Square LLC
 Grupo Tjf Properties
 Gtl Properties
 Guima Brazil Usa LLC
 Haasis/Mcgrath Joint Venture Acc No 1036-
 7826
 Hai Yue Tx LLC
 Hanabi A California General Partnership
 Handy Hardees LLC
 Harbor Plaza LLC
 Harco Capital LLC
 Harmon Meadow Owner LLC
 Silver Springs Series, A Series Of Owl's
 Nest Properties, LLC
 Hcl Goodyear Centerpointe LLC
 Hcl Inglewood Village LLC
 Hendrie Family Properties LLC
 Herzman Nieces Exempt Trust
 Hkt Enterprises LLC
 Hoffman 4101 Veterans Memorial LLC

Hunter Equities 309 LLC
 Spirit
 Hunter Equities 326 LLC
 Id Seafood LLC
 Steve Koroneos
 Ilene Flaum
 Ironwood 1 LLC
 Ivision Holdings LLC
 Jaks LLC
 Jal Enterprises Inc.
 James Campbell Company LLC
 James Khezrie
 Jeanne Jackson As Administratrix
 Jeannette D Germann
 Jfcf Invest-3 LLC
 Jina Farzinpour
 Joe Amato East End Centre LP
 Johnsons Trailer Parks LLC
 Jo-Lyn Management Corp
 Jose Perez
 Joseph El Sineitti
 Joseph Garofalo
 Jps Realty Management LLC
 Jssa Ventures Inc.
 J T Jackson Company
 Jtn-Rl LLC.
 Kannan Natarajan Co-Trustee
 Kb Riverdale LLC
 Kefayat Navid
 Kelso Rl Property LLC
 Kennedy Mall Ltd.
 Keystone Fiesta Plaza LLC
 Yasmon 19 Group LLC
 Yavapai Prescott Indian Tribe
 Zuricha Capital Ltd.
 Kimco Realty Corporation
 King Of Prussia Pa Retail LLC
 Kin Properties Inc.
 Kir Copiague LP
 Kite Realty Group LP

Kiu Nd Holdings LLC
 Knox & American I LLC
 Kplp Ii LLC
 Krishnamoorti Family Limited Partnership
 Ks Aob Toronto Inc.
 Ks Seafood LLC
 La Jolla Group B LLC
 Langston Seawright
 Lansing Retail Center LLC
 Larco Management LLC
 Laurel Lakes LLC
 L B Billingsley Investment Co.
 Lbx Deptford Th LLC
 LedgeWood Outparcel Investors LLC
 Lehigh Valley Associates
 Leibco Realty Limited
 Leland W Pollard
 Levine Family Trust
 Levy Family Limited Partnership
 Limestone Redlob LLC
 Lincoln Center LLC
 Lincoln Holdings LLC
 Lo Brothers Investment Co Ltd.
 Lobster Building
 Lobzona LLC
 Lod Jacksonville LLC
 Louis Wintermeyer
 Loyal Plaza Sc Realty Fund LLC
 Lpre Holdings LLC
 L&S Toluca Properties
 Lth Investments LLC
 Luxone LLC
 L W Riverdale LLC
 Macwh LP
 Macys Inc.
 Madden Family LLC No 3
 Main & Main Del Paso LLC
 Mall Of South Carolina Outparcel LP
 Manhattan 338 Corp
 Marine Iron & Ship Bldg Co Inc.

Marion Plaza Associates LP
 Mark J Freitag Trust Of 1988
 Mark Saydah
 Marland Limited Partnership
 Marvin H Geistlinger
 Mcd 6 LLC
 Meile Investment LLC
 Metro North Crossing LLC
 Mga Ventures Inc.
 Mi Claw LLC
 Mid-Atlantic Property Jt LLC
 Middletown I Resources L P
 Milpitas Town Center 2008 LP
 Monica Inc.
 Montgomery Cross Retail Group LLC
 Montvista LLC
 Moorland Medicine LLC
 Morguard Boynton Town Center Inc.
 Mount Hunger Holdings LLC
 Mpnt Michigan LLC
 Nadg Nnn Rlob May Nj LP
 Naples Leasing 416 LLC
 New Plan Hampton Village LLC
 Nextgen Woodside Realty LLC
 Next Tech Development LLC
 Northtown Square LLC
 Northwest Promenade LLC
 Nwcc Investments Ii LLC
 Oaktree Investments 4 LLC
 Oakwood Plaza LP
 Obeach LLC
 Ocre Investments LLC
 Office Complex Enterprises Inc.
 Olesen Al LLC
 Omaha Cave Partnership LP
 Outer Banks Limited Partnership
 Oxford Development Company - Moraine
 Pacific Premier Retail Trust LLC
 Panobster LLC
 Pared Motel Associates LLC

Park East LLC
 Patricia A Weatherby
 Peconic LLC
 Persam Wethersfield LLC
 Peter Moon Hong
 Pfa-C Silver Spring Lc
 Pheasant Realty LLC
 Philip Velka
 Pine View Enterprises LLC
 Pinlen Lubbock LLC
 Piqred LLC
 Pottstown Center LP
 Pran McCain LLC
 Pratt Goldsmith Inc.
 Prologis LP
 Provender Hall I LLC
 Prss LLC
 Puma Industries 307 LLC
 Pvsc Company
 Qr Rushmore LLC
 Rai Sawak LLC
 Raymarc Re LLC
 Rb Sandrini Farms LP
 Rdhw Management LLC
 Real Estate Services Inc.
 Red Garden LLC
 Redlob Sheppard Avenue LP
 Red Lobster Of Lakeland LLC
 Red Lobster St Cloud Mn LLC
 Red Olive Properties LLC
 Related Retail Management Corporation
 Retail Opportunity Investments Partnership
 LP
 Rfh1 LLC
 Rgli LLC
 R&H Properties LP
 Rh Tacoma Place Associates LLC
 Rhyl Realty Inc.
 Ridge Line Inc.
 Riocan (Reit) West

River Oaks Properties Ltd.
 Riverside Income Fund I LP
 Rjp Rl I Drive LLC
 Rl12580 LLC
 Rl Arizona LLC
 Rlca Properties Inc.
 Rl Elizabethtown LLC
 Rl Enterprises LLC
 Rl Jensen Beach LLC
 Rl Kaf LLC
 Rl Kokomo LLC
 Rl Madison Heights LLC
 Rl Schaumburg LLC
 Robbies Inc.
 Robert D Parham
 Robert J Scullin
 Robert Mascall And Susan Woodell Mascall
 Roger J Janow
 Round Rock Rl LLC
 Rouse Properties Reit Inc.
 Roy Timothy Young
 Rprl Union 22 LLC
 Rsc Associates LLC
 Rxr 5ts Holdings Jv LLC
 Ryg Realty Inc.
 Rynako LP
 Saga LLC
 Sarl Jv
 Sayage Valdosta LLC
 Scf Rc Funding Iv LLC.
 Sc Heights LLC
 Scullin Real Estate Vii LLC
 Serg 13 LLC
 Shades Creek R&I Corp Tutwile Properties
 Ltd.
 Shashikant Patil
 Shop Towne Center Inc.
 Simonian Family 2008 Trust
 Simon Property Group L.P.
 Simon Prop Grp (Tx) LP

Skyhy Property LLC
 Smbsiris LLC
 Smith Family Trust Dated 1-7-1982
 Smith Legacy LLC
 Smith Ranches
 Sms Ambassadors Corp
 Socrates Investments Inc.
 Soon Chun Nanci Pak
 Spadea Inc.
 Speedway95 LLC
 Spencer Development LLC
 Spm Acquisition LLC
 Sports Arena Village Ltd.
 Sss Northwest Crossing LLC
 Star-West Great Northern Mall LLC
 Staunton Em 2 LLC
 Steve Lin
 Steven E Breitman
 Sunbeam Development Corporation
 Superior Steel Studs Inc.
 Swb-Lynn Holdings LLC
 Swift Creek Associates LP
 Swr-Lv LLC
 Taag Ventures LLC
 Taitz RI Mobile LLC
 Tanger Properties Limited Partnership
 Taylor & Monroe LLC
 Tech One Associates
 Ted And Marias Plaza LLC
 Tehans Realty Company
 The Evelyn D Benedetto Family Partnership
 LLP
 The George Family Trust
 The Gerrard Family Limited Partnership
 LLLP
 The Harry And Jeanette Weinberg
 Foundation Incorporated
 The Jean Ann Becker Revocable Trust Dated
 10-19-2007
 The Promenade Diberville LLC

The P Smith Realty LLC
 The Raphael Family Wooster Street
 Company LLC
 The Storage Bin Inc.
 Thf Chesterfield Dev LLC
 Thf Maplewood Outparcel Development
 LLC
 Thf St Clairsville Develop LP
 Thompson & Company Inc.
 Tilde Mariani Giacche
 Tom & Lee Holding Co LLC
 Tornig Ga LLC
 Tpi 1960 Retail LLC
 Tribella Properties LLC
 Trinity Property Services - Itf - Admns
 Triple Bar York Marketplace LLC
 Tr Uwo Fred Ziess
 Two D Holdings LLC
 Ub Midway LLC
 University Venture Corp
 Urban Edge Properties LP
 Ut Heights LLC
 Van Vliet Acquisition Iv LLC
 Vera Cruz Properties LP
 Vera LLC
 Vereit Operating Partnership LP
 Vestar Bowles Crossing LLC
 Vestar Crossroads Gilbert LLC
 Villages / Acorn Investments Ltd.
 Vinsue Corp
 Walster LLC
 Washington Mall- Jcp Assoc Ltd.
 Washington Prime Property LP
 Wayne A Belleau
 Weatherby Enterprises
 Westridge Park Investors L P
 Widewaters Group Inc.
 Wilkinson Dekalb Land Company LLC
 William C Fisher Jr And Janet Fisher
 Winchester Seafood LLC

Windsor Realty Ltd. Partnership
 Woodbridge Heights Associates LLC
 World Class Investments LLC
 Wpe Investment 10 LLC
 100 Ih 35 North Owner LLC
 109 West Anderson, LP
 10th Fairway LLC
 1123 - New Plan Hampton Village, LLC
 116 Rlt LLC
 1340 East 9th Street Realty Corp.
 1846 Jonesboro Road Owner LLC
 1st Coast Energy
 2015 Wesel Blvd LLC
 20 Towne Center Owner LLC
 2355 North Highway 41 Associates, LLC
 2474 Valentine Realty LLC
 2525 Bowling Green LLC
 300, LLC
 3087 Rlga, LLC
 3130 Plainfield Road, LLC
 32 Blanding Boulevard Owner LLC
 3360 Camp Creek Parkway Owner LLC
 3815 South Lamar, LP
 3909 Sunset Drive Owner LLC
 500 Galleria Dr - 10108896 LLC
 5950 North Federal Investments LLC
 684 Myrtle Ave Realty LLC
 698000 Alberta Ltd.
 8040 Kingston Pike Road Owner LLC
 828 Eastern Bypass Owner LLC
 8407 Little Road Owner LLC
 9069 Vantage Point Drive Owner LLC
 Ackrik Associates, LP
 Adam Eidemiller Inc.
 Admns Meadowlands Investment
 Corporation
 Aib Shenandoah I, LLC
 Airway Centre Inc.
 Airway Centre Inc. C/O Carillion Services
 Inc.

Akerman LLP
 Alamance Crossing Cmbs, LLC
 Alamo Crossing Commercial Association
 Alan Merovitch, Esq.
 Alin Urun
 Allan R Hoffman
 Allstate Plaza West M2c Attn: Commercial
 Mortgage Div
 Almaden Plaza Merchants Assoc
 Almaden Plaza Shopping Center, Inc.
 Alysheba Association Inc.
 Amb Property LP
 American General Life Ins. Co. & National
 Union Fire Ins. Co. Of Pittsburgh Pa
 American Realty Capital Properties, Inc.
 American United Life Insurance Company
 Andersen Jung & Co.
 Andrew J Bass Jr Irrevocable
 Andrew J Bass Jr Irrevocable Trust
 Annapolis Mall Shopping Center Company,
 LLP
 Annapolis Management Company C/O The
 Beatson Companies
 Antelope Valley Mall
 Antelope Valley Shop, LLC
 Apache Mall, LLC
 Arc Clorlf001, LLC
 Arundel Mills Limited Partnership
 Ashby, Inc.
 At Home Holding Iii Inc.
 Aviana Company Ltd.
 Avr Cpc Associates LLC
 B33 Re Partners Investments Lll LLC
 B33 Yuma Palms Iii LLC
 B&A Development Real Estate Div Inc.
 Bahram Navid
 Ballard Spahr LLP
 Bancohio National Bank
 Bassuk Brothers Management
 Bay City Mall Partners LLC

Bay Plaza West, LLC C\O Prestige
Properties & Development Co.,Inc.
Bdg Sufka LLC
Bel Air Square, LLC
Belk-Hudson Company Of Waycross, Ga,
Inc.
Belos Holding LLC
Benedetti & Associates
Benjamin Fiscella
Bennett Boehning & Clary LLP
Ber Real Estate Investments Iv, LLC
Big V Properties LLC
Bison Palm Desert, LLC
B Kline Family LLC
Black Sand Capitl Series 1 Mb, LLC
Blj Holdings, LLC
Bob Scullin
Boise Towne Plaza LLC
Boise Towne Plaza LLC C/O General
Growth Properties
Boise Towne Square
Bowles Crossing
Boyton Town Center
Bpg Hotel Partners Vi, LLC
Brand Property Management Corporation
Brandywine Commons Asc Of Rest
Bre Ddr Retail Holdings Iii LLC
Broadway & Pearl Associates, LLC
Brooks Shopping Center LLC
Budd Street, LLC
Burns White
Byron Navid
California Property Owner I, LLC
Canada Redlob LP
Carnegie Management & Development Corp
Catalina Partners L.P. C/O Glimcher
Colonial Park Mall, Inc.
Causeway Associates C/O Greater Lakeside
Corp.
Cay\Mem Joint Venture C\O Geogr Young

Cbl & Associates Management, Inc.
Cbl & Associates Properties, Inc.
Cbl Rm-Waco, LLC
Cbl-T-C LLC
Cb Portfolio, LLC
Centennial Real Estate Management, LLC
Center Pointe Associates, LP
Centrecorp Management Services Limited
Cg Watertown LLC And Pw Watertown
LLC
Channel Islands Marketplace, LP
Charles & Co. Realty LLC
Charles L Cauthorn Real Estate &
Development
Charlottesville Fashion Square
Cheung K. Tom Leung & Betty Yuen-Wah
Leung Trust
Christopher James Management Company
Chula Vista Center, LP
Chula Vista Center Management Office
Cielo Vista Mall Mgmt. Office
Cigna Investments Inc. C/O Cigna
Investment Group
Cincinnati Holding Company LLC
Citicorp Usa, Inc. C/O Citycorp North
America Inc.
City Of Colorado Springs
City Of North Charleston
Clk Ann Arbor, LLC
Cobb Place Associates
Coddling Enterprises
Cole Credit Property Trust Iv Inc.
Colonial Park Mall Realty Holding LLC
Conroe Marketplace S C, LP
Cookeville Tn Investment Partners
Coolsprings Crossing Limited Partnership
Coral Ridge Mall
Costa Do Soesto LLC
Courtellis Company

Cousins Prop. Of Tn, Inc. Attn: Henry
 Cenker, Vp-Land
 Cox, Castle & Nicholson
 Cozen O'connor
 Cpp River Falls LLC & Cpp River Falls Ii
 LLC As Tenants In Common
 Credit Lyonnais New York Branc C/O
 Chicageo Real Estate Group
 Credit Lyonnais New York Branc Credit
 Lyonnais Building
 Crosspoint Realty Services Inc.
 C. S. Fossee C/O Reale Fossee
 Cumberland Mall Realty Holding LLC
 Curtis C. Curry Q Tip Trust
 Dale Hale, LLC
 Danville Mall LLC
 David + Gilbert LLP
 David L Lansky
 Ddr Homestead LLC
 Ddr Southeast Fountains LLC
 Del Amo Associates LLC
 Developers Diversified Realty Corporation
 Development West Corporation C/O Cb
 Commercial Property Mgn
 Diajeff LLC C/O Kin Properties, Inc.
 Dillard Department Stores Inc. Dean L.
 Worley, Asst Gen Cnsl
 Diversified Investments Corp. Attn: Barbara
 Riel
 Dixie Partners V LP
 Dlc Management Corporation
 D.L. Grove, Inc.
 Donovan LLP
 Drescher & Cheslow, P.A.
 Dr J Roland Mckinney & Mrs Martha
 Mckinney
 Drury Inns, Inc.
 Dtc Development Msp LLC
 Duvall & Fall, P.C.
 East Lampeter Associates LP

Eastridge LP
 Edmark I LLC
 Edward C. Smith C/O J.T. Jackson Co.
 Edward F. Selby And Linda L. Selby, As
 Trustees Of The Edward And Linda Selby
 Trust Dated May 29, 2012
 Edward J. Debartolo Corp.
 Elhio Ii LLC
 Elhio LLC & Elhio Ii LLC
 Elyria Midway Mall LLC
 Empire Mall, LLC
 Enayat Abrishami And Naima Abrishami
 Esters-183 Joint Venture Attn James R
 French
 Esue LLC
 E. Thomas Nasoff Co.
 Eugenia F. Haasis Trust
 Evergreen Commercial Property
 Management
 Fair Oaks Community Development
 Corporation
 Fcpt Holdings LLC
 Federman Steifman LLP
 Ferguson & Saunders
 First And Main, LLC C/O Norwood
 Limited, Inc.
 First Internet Bank Of Indiana
 First Internet Bank Of Indiana - Mike Lewis
 First National Realty Partners
 First New York Partners
 Flamingo Eastern LLC
 Fleet Bank
 Fleet Bank National Assoc
 Florida National Properties Inc./W.C.I.
 Florida National Properties Inc. / W.C.I.
 Communities
 Florida Plaza Owners Association Inc.
 Floyd Lewis Real Estate
 Fnwrl LLC
 Forty One Connector, Ltd.

Fox River Shopping Center LLP C/O
 General Growth Prop. Inc.
 Fox River Shopping Center Ltd. C/O
 General Growth Center Co.
 Frenchtown Charter Township Business
 Park Assoc Inc.
 Fr White Marsh, LLC
 Ft. Sheri Fort Wayne LLC
 Galleria At Wolfchase LLC
 Gateway Center Properties, LLC
 Gateway Center Prop I LLC
 General Counsel Merchandise Group
 Geneva Management LLC
 George A. Butler, Esq.
 George And Flora Dunaians Revocable
 Trust
 Gerald And Rita Messuri
 Gershenson Realty & Investment, LLC
 Gotham Organization, Inc.
 Gpg Clovis Owner LLC
 Gp Texarkana LLC
 Grae La Sierra LLC
 Grand Robster LLC
 Grand Robster LLC; Lompoc Jack LLC;
 Handy Hardees LLC
 Grant R Drewing
 Grd Properties, LLC
 Greater Lakeside Corporation As Agent For
 Causeway Associates
 Great Northern Management Pr, LLC
 Greenberg Traurig, LLP
 Gressley, Kaplin & Parker LLP
 Gsms 2001-Gc5 East Broadway Boulevard,
 LLC
 Gsms 2011 Gc5 East Broadway Boulevard
 LLC
 Gtl Properties, LLLP
 Guidotti Properties
 Gurnee Mills Operating Company
 Hacik Urun

Halme & Clark
 Hamburg, Karic, Edwards & Martin LLP
 Hanabi
 Haq Corporation
 Harry Dahl
 Harry & Sarah Kranc
 Harry S. Cherken, Jr, Esq. Biddle And Reath
 Hartman, Simons, Spielman & Wood, LLP
 Harwell Capital, LLC
 Hawaiian Properties Ltd.
 Hc Lakeshore LLC
 Hcl Inglewood Village, LLC C/O Haagen
 Company, LLC
 Henry E. Ziegler C/O J.T. Jackson Co.
 Herbert & Isabel Wolfe Trust
 Herzman Nieces Exempt Trust U/D/T
 December 15, 1972
 Hickory Grove Community LLC
 Hickory Hollow Development Inc.
 Hickory Point LLC
 Hiffman National, LLC
 Highland Lakes Property LLC
 Hoffman 4101 Veterans Memorial LLC,
 C/O Woodson Development Co.
 Holland & Hart LLP
 Home Depot U.S.A., Inc.
 Home Properties
 Homestead Pavilion Acquisition LLC
 Homestead Pavilion Acquisitions LLC
 Horlbeck, LLC, Alexander G. Thompson,
 Ruth Ann Curry, Trustee
 Howarth, Glenn S.
 Hrp 0137 San Antonio, LLC
 H&R Property Management Ltd.
 Hurst Savage & Vanderburg, L.L.P.
 Illiana Realty
 Imperial Life Assurance Co. Of Canada
 Imperial Parking Canada Corp
 Independence Properties 348 LLC
 Indiana Land Trust Company - Trust #3518

Indigo Park Canada Inc.
 Inland Southeast King's Grant, L.L.C.
 Interstate Management LLC
 Ironwood I, LLC
 Jaffe Raitt Heuer & Weiss Pc
 James F. Mcgrath
 James M. Tomlin Attorney At Law
 Janet M Robinson
 Jcc California Properties LLC
 Jcp Realty, Inc. Mail Stop 2102-Bldg B-1
 Jeanne Jackson, Administratrix Of The
 Estate Of Lee Jackson
 Jh Dreyfus LLC
 Jll
 John Hancock Mutual Life Insurance
 Company
 Jones Lang Lasalle
 Jones Lang Lasalle Americas, Inc.
 Joseph Garofalo 2017 Trust
 Joseph P. Klapholz, Pa
 Juan Perez
 Juan Smyrna Owner LLC
 Karen K Schneeberger
 Karen K. Schneeberger And Frank A. Mineo
 Karruli LLC
 Katy Mills Mall LP
 K. Bellamy Brown Murphy & Posner
 Kennedy Mall, Ltd. D/B/A Great East Plaza
 Annex
 Kensinger & Company, LLC
 Kensinger Properties Ltd., C/O Kensinger &
 Company, LLC
 Kent J. George, Esquire C/O Robinson &
 Mcelwee PLLC
 Kentucky Oaks Mall Company
 Kiemle Hagood
 Kimco Realty Op LLC
 Kimven Corporation C/O Kimco Realty
 Corp

K.I.R. Copiague L.P. C\O Kimco Realty
 Corporation
 Kite Realty Group Trust
 Knickerbocker Properties, Inc.
 Kolee 59 Trust
 Konstantine P. George
 Krishnamoorti Family LP
 Kriss & Feuerstein LLP
 Kroll, Mcnamara, Evans & Delehanty, LLP
 Ks Aob Toronto Inc. And Dundas Atrium
 Toronto Inc.
 Kuzmak-Williams, LLC
 La Frontera Landlord LLC
 Lake Park Investors LLC
 Lakeside Ootb Ventures, LLC
 Lakes Mall Realty LLC
 Lakewood Center Mall Attn: Mark Long,
 G.M.
 L & A Michigan Partners, Ltd.
 Landsource Inc.
 Lane4 Property Group
 Largo Plaza C/O Kimco Realty Corporation
 Laurel Lakes, LLC C/O Maryland Financial
 Investors, Inc.
 Lauth Management, LLC
 Lbx Management LLC
 Lebcon Associates Ltd.
 Lehigh Valley Mall LLC
 Levitt & Boccio, LLP
 Lincoln Center LLC C/O Shorenstein
 Properties LLC
 Linda Lea Selby
 Linda Roth, P.A.
 Linden Business Center Assn
 Lo Brothers Investment Co, Ltd. C/O
 Archigraph Inc.
 Lohrmann & Rim, P.C.
 Lompock Jack LLC
 Longfish Improvements LLC
 Louis Joliet Realty LLC

Lowes Home Centers Inc.
 Loyal Plaza Sc LLC
 Lpk Holdings, LLC And Bpw, Inc.
 Lsg1 Crossroads Square LLC
 Lufkin Mall Realty Holding LLC
 Lyn-Jo Washington LLC
 Macerich Lakewood, LLC C/O Macerich
 Management Company
 Macy's Retail Holdings, LLC - Ca
 Madison East Towne LLC
 Mae Dean Wheeler Trustee
 Mall Del Norte LLC C/O Cbl & Associates
 Management Inc.
 Mall Of Louisiana
 Mall Of Louisiana, LLC
 Mall Of South Carolina Outparcel LP C/O
 Cbl & Assoc. Mgmt. Inc.
 Maplewood Partners LLC
 Marci Shapiro LLC
 Marine Iron & Ship Building Company
 Marion Plaza Associates LP C/O Madison
 Acquisitions, LLC
 Mark J. Freitag, Trustee Of The Mark J.
 Freitag Trust Of 1988
 Marquette Realty Capital, LLC
 Maryland Financial Investors, Inc.
 Mbi Red Lob LLC
 Mcclure& Kornheiser, LLC
 Mccrary Law, P.C.
 Mckinley Mall
 Mckinley Mall, LLC
 M Copley Vickers C/O M. Copley
 Vickers & Associates, P.C.
 M.D. Atkinson Company, Inc.
 Meile Investment, LLC D/B/A Doubletree
 By Hilton Monrovia-Pasadena
 Meislik & Levavy
 Mesa Valley Housing Associates II Limited
 Partnership
 Metrocenter Mall - Management Office

Meyers, Roman, Friedberg & Lewis
 Mga Mcdonough, LLC
 Michael A Lightman Sr
 Michael, Levitt, Goldberger & Rubenstein,
 LLC
 Michael Scott Walker
 Midamerica Hotels Corporation
 Midway Shopping Center, L.P.
 Millcreek Plaza Company Limited
 Partnership
 Mir Queens Place Associates, LLC
 Mir Queens Place LLC
 Mission San Jose LLC
 Mkn Property Inc.
 MI Claw LLC
 M. Leo Storch Management Corporationrch
 Developer
 Mortgage Electronic Registration Systems,
 Inc.
 Mosites Development Company
 Mpnt Realty LLC
 Mrs. Eleanor Mcgrath
 Myers, Roman, Friedberg & Lewis
 Natarajan Living Trust
 Navid Bypass Trust 07262020
 Navid Qtip Trust 07262020
 Ned S. Holmes, Trustee
 Nelson Slosbergas, P.A
 Net Leased Management
 New Towne Mall Realty Holding LLC
 New York Mutual Life Insurance Company
 Nexbank Ssb
 North American Development Group
 Northfield Bank
 Northfield Stapleton Associates LLC
 Northtown Square, LLC C/O Stejer
 Development, LLC
 North Valley Plaza, LLC
 North Valley Plaza, LLC C/O Kimco Realty
 Corporation

Norton Rose Fulbright Canada LLP
 Nts Corporation - Spoa
 Nwcc Center Plaza LLC - 0010448
 Oakdale Village LLC
 Oakwood Plaza Limited Partnership
 Ocean Bank
 Offit Kurman, P.A.
 Omaha Cave Partnership, L.P. C/O St. Louis
 County Realty Co.
 Ontario Mills Ltd. Partnerhip
 Op Oakhurst Realty LLC
 Orion Investment & Management Ltd.,
 Corp.
 Orion Real Estate Group
 Orlando Plaza Partners
 Otto M Perez
 Overland Corp Center Property
 Ovm Delaware LLC, Campbell Blacklidge
 Plaza De LLC, First Ave./Wetmore Office
 Plaza De LLC, And Twovm Investments
 LLC
 Oxford Development Company Associates
 Park Mall LLC
 Park Place Management Pr, LLC
 Parkway Crossing Association
 Patricia Weatherby And Mary K. Darin
 Paul Mantella Limited And Horner
 Developments Limited
 Penn Mutual Life Insurance Company
 Peoples Security Life Insurance Co. (Loan
 87758)
 Perini Land & Development Co.
 Pfp Columbus Ii LLC
 Philip L. Kreitlein, Esq.
 Phillips Edison Arc Shopping Center
 Operating Partnership LP
 Phil R Kensinger
 Phoenix Ig, LLC
 Phoenix Partners LLC
 Piedmont Cnl Towers Orland LLC

Pierre Bossier Mall Realty Holding LLC
 Pine Bluff Income Properties LLC
 Pine Ridge Mall C/O Capital Real Estate
 Services, LLC
 Pine Ridge Mall Jc, LLC
 Piper Rudnick LLP
 Pk Ii El Camino North LP
 Pk Ii El Camino North, LP C/O Kimco
 Realty
 Plaza Speedway LLC
 Pointe @ Tampa Palms Association Inc.
 Port Mcdonald, Inc.
 Pottstown Center LP C/O Longview
 Management
 Prestige Properties & Development Co., Inc.
 Price Development Company LP Inactive
 See Lad1295
 Prime Bank
 Prime Site Development, Inc.
 Private Restaurant Properties, LLC
 Promenade Red Cliffs L.L.C
 Provender Hall Iv, LLC
 Prudential Insurance Co. Of America Attn:
 T.C. Kennif
 Pw Watertown LLC
 Quail Lakes Executive Plaza Association
 Quail Lakes Owners Association
 Queensbury Plaza I, LLC
 Radiant Sunset Building, LLC
 Rainbow Investment Co
 Rainbow Investment Co LP
 Rai Union Realty, LLC
 Ramco Jacksonville LLC
 Rcg-Psc Camp Creek Owner, LLC
 Rcg Ventures, LLC
 Realty Income Corporation X 2293
 Redd Realty Services C/O Redd Realty
 Services
 Redlob Sheppard Avenue Limited
 Partnership

Red Summit Fair LLC
 Redwood Nc LLC
 Regency Centers Corporation
 Regency Centers LP
 Regency Commerce Center Owners Assoc
 Inc.
 Reims Incorporated
 Renee L Ferrero
 Renee L. Ferrero, Trustee
 Retail Value Trs LLC
 Rh Tacoma Place Associates, LLC And
 H.I.R. 3
 Richard L. Smith C/O J.T. Jackson Co.
 Richmond Mall Partners, LLC
 Riocan Management Inc.
 Ripco Management, LLC
 River Oaks El Paso, LLC
 River Prairie LLC
 Rivertown Point Court Property Owners
 Association
 Rl1ak LLC
 Rl 4010 LLC
 Rl Charleston Owner LLC
 Rl Decatur LLC
 Rlfl, LLC
 Rl Kbn LLC
 Rl Lcg LLC
 Rl Mpn LLC
 Rl New Brunswick Owner LLC
 Rl Ptx LLC A Texas Limited Liability
 Company
 Rl.Ptx LLC C/O Ron Demilt
 Rl Sdn LLC
 Robbie's Inc. C/O Charles Robertson
 Robert C. Smith C/O J.T. Jackson Co.
 Robert D. Parham & Judy J. Parham
 Robert & Susan Woodall-Mascall, Trustees
 Of Mascall Family Trust
 Rockstep Christiansburg, LLC
 Rod De Llano Family Partnership LP

Rogers Towers, P.A.
 Roic California
 Roic California, LLC
 Roland, Fogel, Koblenz & Carr
 Rouse Properties LLC
 Roworth Enterprises, LLC
 Roy T. Young, Trustee Of The Roy Timothy
 Young Revocable Trust Uad April 6, 2011
 Rpi Salisbury Mall LLC
 Rprl Mobile LLC
 Rprl Stony Brook LLC
 Rpt Realty LP
 Rsjs Travis Blvd LLC
 Ruth Goodman
 Rvm Glimcher LLC
 Rvt Homestead Pavilion LLC
 Rxr 5ts Owner LLC
 Rxr Realty
 Sabbl-Nampa, LLC
 Sacramento Savings Bank
 Saga Canadian Management Services
 Limited
 Saint Anthony Real Estate LLC
 Salinas Shopping Center Associates LP &
 Harden Ranch Plaza Associates LLC
 Salisbury Mall Realty Holding LLC
 San Bernardino Restaurant Asso C/O The
 Graymont Group
 San Bruno Towne Center Partnership
 Sanmarco Company
 Santa Fe Mall Realty Holding LLC
 Sarah Kranc
 Scf Rc Funding III LLC
 Scf Rc Funding I, LLC
 Scfrc-Hw-V LLC
 Schamel, Jannice
 Schneider, Stuart
 Scp Northfield, LLC
 Scp Reo Fund Northfield Splitter LP
 Scullin Real Estate V LLC

Sears, Roebuck & Co.
 See Screen 21
 Seltzer Caplan McMahon Vitek
 Seminole Mall Realty Holding LLC
 Serota Islip Ga, LLC
 Shantinath Cs LLC
 Shapell Properties, Inc.
 Shawnee Mall Owner LLC
 Shoppes At Solana LLC
 Shorenstein Properties LLC
 Shutts & Bowed LLP
 Shutts & Bowen LLP
 Sierra Property Management
 Silver Spring Series, A Series Of Owl's Nest
 Properties, LLC
 Simon Property Group (Texas), L.P. C/O
 Simon Property Group
 Sleiman Enterprises, Inc.
 Smith Bros.-Ziegler
 Smith Family Trust
 Sm Mesa Mall, LLC
 Snowden Square Phase Ii Retail Center
 Association Inc.
 Solano Town Center Owner LLC
 Southbay Highlands Limited Partnership
 Southeast Realty Associates LLC
 Southeast Realty Associates, LLC C/O Win
 Properties, Inc.
 Southern Hills Mall Realty Holding LLC
 South Florida Property Management, Inc.
 South Forks Associates
 Southlands Colorado LLC
 Southmall Development Company C/O
 Robert R. Brown & Co.
 South Midtown Properties LLC
 Spencer Real Estate LLC
 Spinosa Management Group, LLC
 Spinoso Real Estate Group, LLC
 Spirit Master Funding Ix, LLC
 Spoorna Holdings LLC

Sports Arena Village, Ltd. Commercial
 Space Coordinator
 Spotsylvania Towne Center
 Spring Hill Mall Realty Holding LLC
 Srb Gateway, LLC
 Ss Small Mouth Parkersburg LLC
 Sss Northwest Crossing LLC & Sss
 Northwest Marketplace LLC
 Stagnaro, Saba & Patterson Co., Lpa
 Steates Remmell Steates And Dziekan
 Steerpoint Capital II, LLC
 Stemmons Crossroads Assoc
 Stiles Property Management
 Stockdale Management, LLC
 Stone Land, LLC
 Stout Law LLP
 Stuart Co.
 Sundler & Daniels C\O Thomas Daniels,
 Esq
 Sunrise Hills
 Sure Fire Group LLC
 Surfside Square Condominium Association
 Inc.
 Swift Creek Associates, L.P. C/O Bet
 Investments
 Sw Investments, LLC
 Swr - Lv, L.L.C. C/O Redd Realty Services
 Symetra Life Insurance Company
 Tampa Palms North Owners Association
 Tanger Outlets Deer Park, LLC
 Target Stores
 Tcam Core Property Fund Operating LP
 T&D Smith Family Trust Dated July 2, 1996
 T Eastgate Plaza Nr Nv, LLC
 Tehan's Realty Company C/O Tehan's
 Catalog Showrooms, Inc.
 Terrana Law P.C.
 Texas Hotel Management LP
 The 2015 Hong Family Trust
 The Aprahamian Trust

The Atkins Group
 The Bahieh Jina Farzinpour 2001 Living Trust
 The Denny Law Firm, PLLC
 The Estate Of James Campbell
 The Evelyn Dibenedetto Family Partnership LP
 The Howard Group
 The Kisan B. Chavan & Kundan K. Chavan Livng Trust
 The Law Offices Of Stanley P. Kupfer, P.C.
 The Macerich Partnership LP
 The Paul Family Trust Dated June 19, 1997
 The Prado Sc, LLC
 The Shoppes At Solana, LLC
 The Simpson Organization, Inc.
 The Steve Hongdur Lin And Carol Yao Lin Revocable Trust Dtd 7/22/94
 The Villages Commercial Porperty Mangement
 The Villages Commercial Property Management
 The Vireo Group
 The Woods Of East Brunswick Property Owners Association Inc.
 Thf Chesterfield Development, LLC
 Thf Realty, Inc.
 Thf St. Clairsville Development, L.P.
 Thomas A. Langston
 Thomas J. Barger, Esq.
 Thomas Peter Moyer Trust
 Thompson, Welch, Soroko & Gilbert LLP
 Three Rivers Mall L.L.C.
 Three Rivers Village, LLC
 Tmp Sre 1 LLC
 Tmp Sre I, LLC
 Tn Oak Ridge Rutgers LLC
 Tom Bass
 Tom & Lee Holding Company, LLC And
 Tom Family Trust Of 1984

Town West Realty, Inc.
 T. Paul S. Chawla, Esq
 Tpi Cypress Pointe LLC
 Travel Lobster LLC
 Tri-Cities Investment Co. Attn: Joe Thalman
 Trinity Development Group Inc.
 Tso Winchester Station LP
 Twelve Oaks Mall Ltd. Partnrshp
 Ue 2100 Route 38 LLC
 Ue 675 Route 1 LLC
 Union Bank
 Union Bank & Trust
 Uptown Partners Ltd.
 Us Centennial Malls Jv LLC
 Usp Apollo LLC
 V2 Associates LLC
 Valley Stream Green Acres LLC
 Vasiliki, LLC
 Venable LLP
 Vereit
 Village/Acorn Investments, Ltd.
 Village At Burlington Owners Association
 Vincent A Muzzi
 Vno 7000 Hadley Road LLC C/O Vornado Realty Trust
 Vornado Realty Trust
 Wal-Mart Real Estate Business Trust
 Wal-Mart Stores, Inc. Property Management
 Walter F. Smith C/O J.T. Jackson Co.
 Washington Mall - Jcp Associates, Ltd.
 Washington Prime Property Limtied Partnership
 Waterford Lakes Town Center LLC
 Wayne Belleau
 Weingarten I-4 Clermont Landing LLC
 Westcor Inactive See Lad1804
 Westcor Partners
 Westerman Ball Ederer Miller Zucker & Sharfstein, LLP
 Westlakes Mall Tom Schammel, G.M.

Westport Plaza Ltd.
Westridge Park Investors Limited
Partnership
Whitehorse 3 LLC
Whrl Mobile LLC
Whrl RI Mobile LLC
Whrl Stony Brook LLC
Widewaters Lakewood Village Center
Company, LLC
Wild Realty 1, LLC
Wild Realty 3, LLC
Wilk Auslander LLP
Wilkinson Companies, Inc.
William Fisher
William H. Smith C/O J.T. Jackson Co.
William Kunz
William N Cafritz @ Aip Associates LP
Winmar Company, Inc. Ronald Roberts,
S.V.P.
Woodbury Corp
Woodside Parma LLC
Woodsonia Hwy 281, LLC
Woods Rogers Plc
Woolley, Dale & Dingwall Barristers &
Solicitors
Wp Centers Reit 2 LLC
Wv Lonestar Owner LLC
Vsr4 Investments LLC

Litigation Parties

2355 North Highway 41 Associates LLC
3909 Sunset Drive Owner, LLC
Bdg Sufka, LLC
Ecolab Inc.
Ipsos-Insight, LLC
Carrie Robertson
"Louis R. Oliveira And Garen A. Oliveira
Family Trust
Dated April 15, 2020"
Eleasia Blackman
Esperanza Carr
E. O. Magdalia Colon
Nadina Hujic, N.B. (Nadia Hujic's Minor
Son), And Monique Lewis
Anna Hurlston
Dezzie Ray Marshall (Class Action)
Melissa Randazzo
Jose Santoyo
Kenneth Scheben
Diane Tucker
Robert Walker
Tracy Walker
Sharon Weinand And Frank Olsson
Maria Dasilva
Elton Garrett
Linda Guccini
Hector Sanchez
Glenda Savery
Emma Scheller
Larry Thurston
Erich Whiteford
Op Oakhurst Realty, LLC As Successor To
Ggc Real Estate Investments I, L.P.
Luxone, LLC
Provender Hall Iv LLC
Rainbow Investment Co., LP
Roworth Enterprises, LLC

Material Contract Counterparties

Fcpt Holdings, LLC

Kenneth O. Lester Company Inc. (Performance Food Groups)

Continental Mills, Inc.

Pepsi-Cola Advertising And Marketing, Inc.

Pepsico Sales, Inc.

Pfg Customized Distribution

Spirit Master Funding Ix, LLC

Non-Debtor Professionals

Proskauer Rose LLP

Alix Partners

Weil, Gotshal & Manges LLP

Sureties and Letter of Credit Beneficiaries

Aiken Electric Cooperative, Inc.
Alabama Power Company
Arizona Public Service
Baltimore Gas And Electric Company
Birmingham Water Works Board
Bowling Green Municipal Utilities Bgmu
Brownsville Public Utilities Board
Carroll Electric
Central Arkansas Water
Central Florida Gas Company
City of Baytown
City of Bloomington
City of Cartersville Water Dept.
City of Clearwater
City of Cookeville
City of Decatur
City of Dothan, Alabama
City of East Point - (2777 East Point Street
East Point, Ga 30344)
City of Farmington
City of Fayetteville
City of Fort Myers
City of Fort Worth Water Department
City of Houston, Public Works &
Engineering Dept.
City of Huntsville
City of Huntsville, Alabama
City of Lake City Fl
City of Lakeland Florida
City of Mesquite
City of Oak Ridge Utilities Business Office
City of Ocala
City of Pasadena
City of Peru
City of Richmond
City of Rocky Mount
City of Tallahassee
City of Winter Haven

Clarksville Department Of Electricity
Clay Electric Cooperative, Inc.
Coast Electric Power Association
College Station Utilities
Commissioner of Public Works
Coweta - Fayette Electric Membership
Corporation
Decatur Utilities
Delmarva Power And Light Company
Duke Energy Carolinas, LLC
Duke Energy Florida, Inc. DbA Duke Energy
Duke Energy Ohio, Inc.
Duke Energy Progress, Inc.
Electric Power Board of Chattanooga
Electric Power Board of The Metropolitan
Government of Nashville And Davidson
County, Tennessee
Elizabethtown Gas
Elk River Public Utility District
Emerald Coast Utilities Authority
Florence Utilities, City of Florence,
Alabama
Florida Power & Light Company
Florida Public Utilities
Fort Pierce Utilities Authority
Georgia Power Company
Greystone Power Corporation
Gulf Power Company
Hartford Financial Services Group
Hillsborough County Public Utilities
Department
Jackson Electric Membership Corporation
Jackson Energy Authority
Jea, A Body Politic
Jefferson County Dept of Revenue
Johnson City Power Board
Kansas City Power and Light
Kansas Department of Revenue

Kansas Gas Service
 Kcmo Water Services Department
 Kentucky Utilities Company
 Keyspan Gas East Corporation D/B/A
 National Grid
 Kissimmee Utility Authority
 Kitchener-Wilmot Hydro Commission
 Knoxville Utilities Board
 Lake Apopka Natural Gas District
 Lansing Board of Water & Light
 Las Vegas Valley Water District
 Liberty Mutual Group
 Liberty Utilities Georgia
 Long Island Lighting Company DbA Lipa
 Louisville Gas and Electric
 Manatee County Public Works
 Marietta Board of Lights And Water
 Mishawaka Utilities
 Mississippi Power Company
 Mobile Gas Service Corporation
 Modesto Irrigation District
 Montgomery Water Works
 Murfreesboro Electric Department
 Nebraska Public Power District
 New York State Electric and Gas (Nyseg)
 North Little Rock Electric
 Oak Ridge Utility District - 120 S. Jefferson
 Circle - Oak Ridge Tn
 Okaloosa County Gas District
 Orange County Utilities Service
 Orlando Utilities Commission
 Pacific Gas and Electric Company
 Peco An Exelon Company
 Portland General Electric Company
 Potomac Electric Power Company
 Puget Sound Energy
 Salt River Project Agricultural Improvement
 and Power District
 Sebring Gas System, Inc. Fl

Sevier County Electric System, Sevierville,
 Tennessee
 Sevier County Utility District (Scud), Tn
 Shawnee Municipal Authority
 South Carolina Electric & Gas
 South Carolina Public Service Authority
 (Santee Cooper)
 Southeast Alabama Gas District
 Southern California Edison
 Southwestern Electric Power Company /
 American Electric Power Co.
 State Of Mississippi
 State Of Nevada
 State Of Oklahoma
 State Of Oklahoma City Tax Commission
 Sumter Electric Cooperative, Inc.
 Syracuse Ny - Keyspan Gas East
 Corporation DbA National Grid Credit &
 Collection - 300 Erie
 Tampa Electric Company
 Teco Peoples Gas
 Tennessee Department of Revenue
 Texas Gas Service, Tx
 The Board of Water, Light and Sinking Fund
 Commissioners of The City Of Dalton DbA
 Dalton Utilities
 The Brooklyn Union Gas Company D/B/A
 National Grid Ny
 The Empire District Company
 The Regional Municipality of Durham
 Travelers
 Tucson Electric Power Company
 Tullahoma Utilities Board
 Tupelo Water & Light Department
 Tucson Electric Power Company
 UGI Utilities, Inc.
 U.S. Customs and Border Protection
 Utah Department of Alcoholic Beverage
 Control
 Village Of Bolingbrook

Village of Forsyth

Village of Orland Park

Virginia Electric and Power Company

Walton Emc And Walton Emc Natural Gas

West Virginia Alcohol Beverage Control
Administration

Withlacoochee River Electric Cooperative,
Inc.

Wells Fargo Bank, N.A.

Unions

ED Food and Commercial Workers Canada Local 1006a

United Food and Commercial Workers of Canada

Utility Providers

Alabama Power	Xcel Energy
Ameren	DirecTV
Aps	
Atmos Energy	
Bp Energy Retail Company LLC	
Centerpoint Energy	
Century Link	
Columbia Gas	
Comcast	
Con Edison	
Consumers Energy	
Direct Energy	
Dominion Energy	
Dominion Va/Nc Power	
DTE Energy	
Duke Energy	
Dynegy Energy Services	
Enbridge Gas Inc.	
Energy Harbor	
Entergy	
FPL - Florida Power & Light Company	
Georgia Power	
GFL Environmental Inc.	
Hudson Energy Canada Corp	
Interconn Resources LLC	
Pacific Gas & Electric	
Pse&G-Public Service Elec & Gas Co.	
PSEGLI	
Shell Energy Solutions - Ca	
Shell Energy Solutions Ne	
Smartestenergy Us LLC	
Southern California Edison	
Southern California Gas (The Gas Co.)	
Southwest Gas	
Symmetry Energy Solution LLC	
Teco: Peoples Gas	
Waste Connections	
Waste Management National Services Inc.	

Bankruptcy Judges for the U.S. Bankruptcy Court for the Middle District of Florida

Tiffany Geyer
Grace E. Robson
Lori V. Vaughan

U.S. Trustee's Office for Region 21

Allysan Mcguire-Gonzalez

Ana Rosa Rodriguez

Audrey Aleskovsky

Bryan Buenaventura

Daniel Munoz

Donna Murray

Ileraine F. Salloum

J. Leila Singh

Jill Kelso

Lori Luce

Maureen E. Gimenez

Maxie Sellers

Michael W. Aponte

Patricia A. Sinclair

Robert Lynch

Scott E. Bomkamp

William J. Simonitsch

EXHIBIT B

(Engagement Letter)

Paul Steven Singerman
(305) 714-4343
singerman@bergersingerman.com

March 15, 2024

VIA ELECTRONIC MAIL: JTIBUS@ALVAREZANDMARSAL.COM

Red Lobster Management LLC
c/o Jonathan Tibus
Chief Restructuring Officer

Re: Engagement of Berger Singerman LLP

Dear Mr. Tibus:

We are pleased to confirm your decision to engage our law firm to act as legal co-counsel with King & Spalding LLP for Red Lobster Management LLC, Red Lobster Restaurants LLC, RLSV, Inc., Red Lobster Canada, Inc., Red Lobster Hospitality LLC, RL Kansas LLC, Red Lobster Sourcing LLC, Red Lobster Supply LLC, RL Columbia LLC, RL of Frederick, Inc., Red Lobster of Texas, Inc., RL Maryland, Inc., Red Lobster of Bel Air, Inc., and RL Salisbury, LLC, jointly and severally (collectively, “You”),¹ in connection with the restructuring matters (the “Matter”).

We have agreed that our engagement is limited to our performance of services directly related to the Matter.

This engagement is a joint representation. The benefits of this joint representation are straightforward: each client will share the expense of legal representation and an efficient, unified and effective handling of all actions, charges or claims should result. A potential detriment to the joint representation is the possibility that a conflict of interest may develop that may require a subsequent separation of representation. At the present time, based on the facts presented to us, it does not appear that any conflicts of interest exist between or among You. Please contact us immediately if any of You become aware that a conflict between or among You has arisen, or if there are any changes in circumstances any of You believe we ought to evaluate to determine whether such a conflict has arisen.

Should a conflict between or among any of You come to our attention during the course of this joint representation, we will make each of You aware of the conflict and, based upon the nature of the conflict, our relationship at the time, and the applicable rules, all or some of You may be required to obtain other counsel. In such a case, any confidences or other information shared in

¹ The terms "You" and "Your" in this letter refer to the client(s) specifically identified in this letter.

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

Page 2 of 17

connection with this joint representation, as well as the legal advice given, would not be protected by the attorney-client privilege in any dispute between or among You. The possibility of such conflicts arising at some future point obviously presents certain disadvantages inherent in a multiple representation that You might want to consider or discuss with independent counsel, prior to agreeing to this joint representation. Please contact us immediately if You become dissatisfied with this arrangement at any point.

We understand that we are to take directions from Jonathan Tibus (the "Representative") on this joint representation. Unless otherwise instructed, we will direct our invoices for this joint representation to the Representative to facilitate prompt payments. However, by signing this engagement letter, each of You agrees to be jointly and severally responsible for all fees and expenses owing to our law firm for this engagement.

By executing this letter agreement, each of You consents to our Firm's joint representation under the terms set forth in this letter. Should any of You at some later time wish to revoke Your consent, You agree to do so by terminating our representation at that time, but such termination will not require us to discontinue our representation of any of the other clients that are jointly represented in this matter at that time.

Because we are not Your general counsel, our acceptance of this engagement does not involve an undertaking to represent You or Your interests in any other matter. We may agree with You to limit or expand the scope of our representation in the Matter from time to time, provided that any such change in scope is confirmed by us in writing (including via email). This letter, including the enclosed Standard Terms of Engagement that are expressly made a part hereof, shall govern this current engagement and Your future engagements of our services in any other matters.

We believe a mutual understanding of the scope, terms and conditions of our representation is fundamental to establishing a good working relationship between our law firm and You. This letter and the enclosed Standard Terms of Engagement describe the terms and conditions on which our firm will provide legal services to You. We do not and will not represent any person or entity other than You in the Matter, regardless of any direct or indirect affiliation with You, unless we expressly agree to do so in writing.

1. **Our Fees for Services.** I will have primary responsibility for the Matter. My current hourly billing rate per hour is \$850.00. I anticipate that other attorneys and paralegals will be assisting me on this matter. Our services will be provided on an hourly basis; the billing rates for our attorneys, law clerks and paralegals vary depending upon levels of experience. The current billing rates of our attorneys range from \$415.00 per hour to \$850.00 per hour. Time spent by any law clerk or paralegal is currently charged at \$325.00-\$395.00 per hour. You will be charged for the time actually and reasonably expended by our attorneys, paraprofessionals and legal assistants at their normal hourly rates. Periodically, our hourly rates are reviewed and may be adjusted to reflect increases in our basic costs, increased experience of the individuals involved, and for other similar reasons. As explained in the enclosed Standard Terms of Engagement, other factors also may be taken into consideration in determining our fees.

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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2. You will also be invoiced for disbursements and charges in connection with our representation, including without limitation charges for telephone calls, copying/printing, courier services, travel and lodging expenses, court reporting, expert fees, costs of investigation, computer-assisted research charges, postage, local counsel charges and other incidental expenses. We may pass along to You certain charges for Your direct payment to the vendor.

3. **Security Retainer.** We have requested a \$350,000.00 security retainer. All security retainer monies will be held by our firm as security for the prompt payment of the invoices rendered and will be applied to the last outstanding invoice at the conclusion of our representation of You. Of course, to the extent that our fees and costs at the conclusion of the engagement are less than the security retainer, we will refund the difference to You. We reserve the right to request an additional security retainer because of (i) the amount of the fees and costs we are expending on Your behalf, (ii) the amount of fees and costs we anticipate will likely be expended given the ongoing nature of the matter, and/or (iii) the manner in which our invoices are being paid. This retainer does not contemplate our appearing as counsel of record in any legal case or proceeding or our serving as co-counsel to King & Spalding LLP in any bankruptcy filing for You. Should we be asked to appear as counsel of record in any legal case or proceeding or serve as co-counsel to King & Spalding in any bankruptcy case, we will reach agreement on a supplemental retainer. We wish to preview a legal issue that bears upon the bankruptcy security retainer that we will require if You elect to seek relief under Chapter 11 of the Bankruptcy Code. If Your Chapter 11 case is converted to a case under Chapter 7 or a trustee is appointed in Your Chapter 11 case, the Bankruptcy Court may not permit us or perhaps other of the Your advisors to be compensated out of money or property constituting property of the Your bankruptcy estate. Therefore, we will fix the amount of a bankruptcy security retainer based upon, and in reliance upon, (i) our firm being paid for the fees and costs incurred prior to the filing of the bankruptcy case in preparation for the filing, and (ii) our firm being granted leave to withdraw if Your case were to be converted to a Chapter 7 or if a Chapter 11 trustee were to be appointed. Accordingly, You understand that if a Chapter 11 trustee is appointed, or the Chapter 11 case is converted to a case under Chapter 7, we will seek leave to withdraw from our representation and our services on behalf of You will immediately cease. In such event, You agree not to interpose any objection to our motion for leave to withdraw.

4. **Consent to Our Representation of Others.** You and we agree and understand that this is not an exclusive agreement. As is the case with any law firm, we may from time to time represent one client whose interests may conflict with those of another client. For example, we may represent You in a matter and, at the same time, we may represent another client adverse to You in a substantially unrelated matter, provided that we reasonably believe that we will be able to provide competent and diligent representation to You and the other client. As part of our engagement, You consent in advance to such concurrent representations (and agree not to seek our disqualification as a result). You should consider obtaining the advice of independent counsel regarding the implications of this consent. By executing this agreement, You consent to our concurrent representations under these conditions.

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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5. **No Guaranteed Results.** During the course of our representation, we may express opinions or beliefs concerning the Matter, alternative courses of action, outcome of this Matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of a dispute. Although we shall endeavor to provide conscientious and diligent services to You, all representations and expressions relative to this Matter do not constitute guarantees due to the uncertainty of all legal matters. The payment of our fees and expenses is not contingent or dependent upon any particular consummation or result.

6. **Standard Terms of Engagement.** Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Engagement, which are incorporated as part of this letter. You should review the enclosed Standard Terms of Engagement carefully before agreeing to engage us.

After You have had an opportunity to review this engagement letter including the enclosed Standard Terms of Engagement, please do not hesitate to call me with any questions or comments You may have. We do not assume any professional responsibilities to You until this engagement letter has been fully executed by You and us, and we have received any requested security retainer.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method; may bear signatures affixed through .pdf or any electronic signature platform complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com), and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and shall be valid and effective for all purposes. If this engagement letter meets with Your approval, please sign in the space provided and return the original executed letter along with the security retainer to me:

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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We look forward to representing You in this Matter.

Very truly yours,

BERGER SINGERMAN LLP



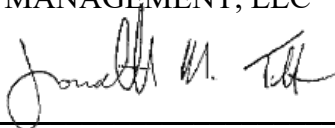
Paul Steven Singerman

PSS/HM

cc: W. Austin Jowers - ajowers@kslaw.com

Agreed to, and accepted by:

RED LOBSTER MANAGEMENT, LLC

Signed: 

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER RESTAURANTS, LLC

Signed: 


Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RLSV, INC.

Signed: 

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER CANADA, INC.

Signed: 

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

Page 6 of 17

RED LOBSTER HOSPITALITY, LLC

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RL KANSAS, LLC

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER SOURCING, LLC

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER SUPPLY, LLC

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RL COLUMBIA, LLC

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RL OF FREDERICK, INC.

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER OF TEXAS, INC.

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RL MARYLAND, INC.

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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RED LOBSTER OF BEL AIR, INC.

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RL SALISBURY, LLC

Signed:

Printed Name: Jonathan Tibus

Title: CRO

Email Address: Jtibus@alvarezandmarsal.com

Date: 3/21/22

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

Page 8 of 17

BILLING INFORMATION:

Your invoices will be delivered to You electronically to the e-mail address above. However, if You prefer invoices to go to a different billing contact, please complete the following:

Billing Contact: Nick Haughey, Meera Pereira

E-mail address of Billing

Contact: Nhaughey@alvarezandmarsal.com, Mpereira@redlobster.com

Please check here ☐ if You need an additional copy of Your Invoices to be mailed regular mail. We will mail Your invoices to the address shown above unless You provide us a different billing address below:

Billing Address:

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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Standard Terms of Engagement

Unless modified in writing by mutual agreement, these standard terms of our engagement as Your lawyers will be an integral part of our agreement with You. Therefore, we ask that You review this document carefully and contact us promptly if You have any questions.

No Representation of Your Affiliates

You have agreed that our representation of You does not give rise to a lawyer-client relationship between our Firm and any of Your affiliates. Accordingly, representation of You will not give rise to any conflict of interest (or cause for our disqualification) in the event other clients of the Firm are adverse to any of Your affiliates.

Client Responsibilities

You agree to pay our invoices for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. We must necessarily rely on the accuracy and completeness of the information You and Your agents provide to us.

Because it is important that we are able to contact You at all times to consult with You, please inform us in writing of any changes in Your mailing address, e-mail address or telephone number, or changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding any of Your businesses. Whenever we need Your instruction or authorization in order to proceed with legal work on Your behalf, we will contact You at the latest business address we have received from You. If You affiliate with, acquire, are acquired by, or merge with another client, please provide us with sufficient notice to permit us to withdraw as Your lawyers if we determine that such affiliation, acquisition, or merger creates an irreconcilable conflict of interest between any of our other clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the Firm to represent the new entity.

No Assignment

Because our relationship with you is personal in nature, our duties to you and your resulting rights or claims shall not be assignable or assigned to another person or entity, and unless we expressly agree otherwise in a writing signed by you and us, no third party shall be considered as a beneficiary of our services to you.

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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In-House Litigation Support Services

Electronic discovery and the use of technology has become a significant component of adversarial proceedings, and can be quite costly to clients. Although third party vendors offer technical litigation support, we offer in-house litigation support services that may be more economical to our clients than outside vendors. We welcome the opportunity to share with You information about our in-house litigation support services and staff, including the technologies they use. The pricing for this service is a one-time \$250 charge for database set up and a \$12/GB monthly storage fee for matters whose data equals or exceeds 5GB of storage. Matters whose data is smaller than 5GB will not be charged the monthly storage fee.

Billing Arrangements and Terms of Payment

We will invoice You for services rendered, disbursements and charges posted on our books on a monthly basis, or such other periodic basis as we may determine, and will expect payment within thirty days. In the event You do not object to any invoice we issue within 20 days after issuance, You agree that each invoice is accurate and reasonable and shall be considered an account stated, and You waive any right to object later to the accuracy or reasonableness of our services rendered or the amount due.

Interest will accrue at the rate of one percent per month on invoices outstanding more than thirty days. If You fail to pay any monthly invoices, we may, in our sole discretion, cease to represent You, and may apply the security retainer to Your outstanding invoices.

For Your convenience, You may make security retainer deposits or pay our invoices using any of the following credit cards: Visa, MasterCard, American Express or Discover. In the event You elect to use a credit card, You may access our online payment portal by visiting <https://www.bergersingerman.com/info/client-tools/>. Only You, or your designee, may authorize a charge to your credit card with respect to legal services rendered by the Firm. Such authorization will constitute your agreement to pay the amount charged and the charges are valid and reasonable.

Privileged Communications Exchanged by Electronic Means

You acknowledge that the Firm's attorneys and staff sometimes communicate with You, and Your professionals and agents, by cellular phone, text messaging, videoconferencing and/or electronic mail, and that such communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm if You desire that privileged matters not be discussed through such electronic means. You agree to inform the Firm in advance if You wish to institute a system to encode all e-mail communication between the Firm and You, or Your professionals or agents, or otherwise to limit or prohibit the use of electronic means of communication during the engagement.

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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Sharing and Executing Documents by Electronic Means

You acknowledge that the Firm's attorneys and staff may sometimes share documents and information with You, and/or Your professionals and agents, by electronic means (including facsimile, electronic mail or cloud-based platforms such as Sharefile), and also may seek your signature on documents by electronic means (e.g. .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com). You consent to the Firm's use of electronic means to share documents and information (and obtain signatures thereon) although such electronic communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm in writing if You desire that the Firm not share any documents and information (or obtain any signatures thereon) through electronic means.

Public Relations and Marketing

Often times we refer to our public/non-confidential representations on our website and in public press releases. By executing our engagement letter, You agree that we may use Your name in our materials as a client. We will never publish any matters or details which are confidential in nature.

In-Firm Privilege

From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. A few courts, however, have held that under some circumstances such communications involve a conflict of interest between the client and our firm and that our consultation with firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with firm counsel.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, You agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have Your consent to do so and that our representation of You shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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Termination of Engagement

You may terminate our services and representation at any time upon written notice to us. Such termination shall not, however, relieve You of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on Your behalf through the date of termination, all of which will be due and payable immediately upon termination.

We reserve the right to withdraw from our representation in our discretion or as required or permitted by the applicable rules of professional conduct upon written notice to You. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect Your interests in the specified matter, and You agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to accomplish our withdrawal. We will be entitled to be paid immediately for all services rendered, and costs or expenses incurred on Your behalf, through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and You agree not to oppose our request. In the event of nonpayment of fees, we shall have a lien on all of Your documents, property of any kind, or money in our possession, custody or control to secure the payment of all sums due under this agreement, and upon property or funds received by You by settlement, judgment, or otherwise relating to any matter in which we provided counsel to You. In addition, any funds or monies recovered by You in one matter for which we have been engaged by You shall be security for the payment of our fees and costs in any other matter for which we have been engaged by You.

In the event You have engaged us on a contingent fee basis, You agree that Your termination of our services to You is without prejudice to any of our rights in respect of fees due to us based on the outcome of the Matter after our termination.

Unless previously terminated, our representation of You in a specified matter will terminate when we send to You our final invoice for services rendered in the matter.

Following termination of our services, at Your request, Your papers and property will be returned to You upon receipt of payment for outstanding fees and costs. We will retain our own files pertaining to the matter. Our own files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

After the conclusion of our representation in a matter, changes may occur in the applicable laws, regulations, facts or circumstances that could have an impact upon Your rights and liabilities.

RED LOBSTER MANAGEMENT, LLC

March 15, 2024

Engagement of Berger Singerman LLP

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Unless You separately engage us after the conclusion of the matter to provide additional advice on circumstances or issues arising since our earlier representation ended, the Firm has no continuing obligation to advise You or update You with respect to future legal developments, including changes in applicable laws, regulations, facts, or circumstances.

Frequently we produce and disseminate advisories and newsletters, or post information on our website or through social media, or conduct seminars or other presentations, that may offer timely insights and updates on a variety of issues. Information received through these advisories, newsletters or seminars shall not be considered as or constitute legal advice for any particular matter.

Dispute Resolution Procedures

It is our goal to maintain at all times a constructive and positive relationship with You on the matter described above and on future matters in which we may perform services. However, should a dispute arise between us arising out of or relating to this agreement or any services provided by us to You, in connection with the matter described above or any other matters (including malpractice claims and fee disputes), we believe that a prompt and fair resolution is in the interests of all concerned.

Voluntary Mediation

At the written request of the Firm or You, a dispute may be submitted to mediation prior to the commencement of any adversarial case between us. Either party may request mediation in writing within ten (10) calendar days following the Firm's notice of invocation of these dispute resolution procedures. If served by first class mail, a notice of a request for mediation shall be considered received by the other party three (3) calendar days after mailing. If the other party within five (5) calendar days after notice does not also agree in writing to mediate, either party may then commence any adversarial case without further delay. If the parties agree to mediate, the mediation shall be completed no later than forty-five (45) calendar days following the initial written request for mediation.

In the mediation process, the parties will try to resolve their differences voluntarily with the aid of any impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. However, if the parties cannot agree on a mediator, any party may request that JAMS/Endispute designate a mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

The mediation will be treated as a settlement discussion. The mediation will be treated as confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

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Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

If either party fails to strictly follow these mediation procedures, the other party shall be entitled to commence any adversarial proceeding without further delay.

Mutual Agreement to Use Voluntary Trial Resolution Judge To Resolve Disputes

You and we agree that any dispute arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement – including any claim of legal malpractice whether sounding in tort or contract, negligence, breach of fiduciary duty, or similar claim, and any claim involving fees or expenses – shall be resolved exclusively by voluntary private trial resolution pursuant to Florida Statutes Section 44.104. The party initiating the claim shall file a complaint in either the 11th Judicial Circuit Court or the 17th Judicial Circuit Court, in and for the State of Florida; You and we agree that either of those Courts have jurisdiction over any dispute between You and us, and that venue is proper in either of those Courts. Within 15 days after service of a complaint, each of the parties named in such complaint agree to jointly move for the appointment of a voluntary trial resolution judge to preside over the action. The parties shall seek agreement on the selection of the voluntary trial resolution judge, but if the parties fail to reach agreement, then the Circuit Court Judge to whom the action was initially assigned shall appoint a voluntary trial resolution judge and determine said judge's compensation in accordance with Florida Statutes Section Chapter 44.104. You and we agree to advance and pay the costs of the voluntary trial resolution judge equally during the pendency of the action or on such terms as the private judge may otherwise determine. Before agreeing to voluntary private trial resolution pursuant to Florida Statute Section 44.104, You have the right to consult with independent counsel.

Mutual Waiver of Right to Jury Trial

You and we irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right You and we may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement and any services rendered by us, including any claim of legal malpractice whether sounding in tort or contract, negligence, breach of fiduciary duty, or similar claim, and any claim involving fees or expenses. You and we certify and acknowledge that (a) no representative of the other party has represented, expressly or otherwise, that the other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) You and we have considered the implications of this waiver, and (c) You and we make this waiver knowingly and voluntarily. Before agreeing to waive any right to a jury trial, You have the right to consult with independent counsel.

For collection purposes, we may assign Your account(s) to an entity as permitted by Florida law and the Rules Regulating The Florida Bar, and we may represent that entity in pursuing collection of Your account(s).

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Our relationship with You, including the validity, construction and enforceability of this engagement letter, shall be governed by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.

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BERGER SINGERMAN

PRIVACY POLICY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected Your right to privacy.

In the course of providing our clients with income tax, estate tax and gift tax advice, we receive significant personal financial information from our clients. As a client of **Berger Singerman**, we wanted to confirm with You that all information that we receive from You is held in confidence and is not released to people outside the Firm, except as agreed to by You and as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist You with Your professional needs and, in some cases, to comply with professional guidelines. In order to guard Your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

If You have any questions or would like additional information about our privacy policy, please contact:

Jessica Pavlik
Chief Operating Officer
Berger Singerman LLP
201 East Las Olas Boulevard
Suite 1500
Fort Lauderdale, Florida 33301
954.712.5155
jpavlik@bergersingerman.com

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BERGER SINGERMAN TRUST WIRE INSTRUCTIONS

WIRE FRAUD ALERT: Wiring instructions should not be changed without personally speaking to the known, intended, recipient of the wire to confirm the routing and account numbers before sending.

Bank Information:

Bank Name: City National Bank
Bank Address: 25 W Flagler Street
Miami, FL 33130
Bank ABA#: 066004367
Banking SWIFT: CNBFUS3M

Beneficiary Information:

Account Name: Berger Singerman LLP Trust Account
Address: 201 East Las Olas Blvd, Ste. 1500
Fort Lauderdale, FL 33301

Account Number: [REDACTED] 4510

EXHIBIT C

(Proposed Order)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,¹
RED LOBSTER RESTAURANTS LLC,
RLSV, INC.,
RED LOBSTER CANADA, INC.
RED LOBSTER HOSPITALITY LLC
RL KANSAS LLC
RED LOBSTER SOURCING LLC
RED LOBSTER SUPPLY LLC
RL COLUMBIA LLC
RL OF FREDERICK, INC.
RED LOBSTER OF TEXAS, INC.
RL MARYLAND, INC.
RED LOBSTER OF BEL AIR, INC.
RL SALISBURY, LLC,

Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____
Case No. 6:24-bk-_____

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors' principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

RED LOBSTER INTERNATIONAL HOLDINGS LLC, Case No. 6:24-bk-_____

Debtors.

(Joint Administration Pending)

**ORDER APPROVING THE EMPLOYMENT OF PAUL STEVEN SINGERMAN AND
THE LAW FIRM OF BERGER SINGERMAN LLP AS CO-COUNSEL
TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

THIS MATTER came before the Court in Orlando, Florida for a hearing on _____, 2024 at _____ a.m./p.m. (the “Hearing”) upon the *Debtors’ Application for Approval of the Employment of Paul Steven Singerman and the Law Firm of Berger Singerman LLP as Co-Counsel to the Debtors, Effective as of the Petition Date* [ECF No.____] (the “Application”) and the *Declaration of Paul Steven Singerman, on Behalf of Berger Singerman LLP, as Proposed Co-Counsel to the Debtors, Effective as of the Petition Date* (the “Singerman Declaration”) attached to the Application as **Exhibit A**. The Application requests entry an order approving the Debtors’ employment of Berger Singerman LLP to represent them as co-counsel in these chapter 11 cases. The Court has jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334(b). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper before this Court pursuant to 28 U.S.C. § 1408. The relief requested in the Application is in the best interests of the Debtors, their estates and creditors. The Singerman Declaration makes relevant disclosures as required by Fed. R. Bankr. P. 2014 and Fed. R. Bankr. P. 2016. The Singerman Declaration contains a verified statement as required by Fed. R. Bankr. P. 2014 demonstrating that Paul Steven Singerman and Berger Singerman LLP are disinterested as required by 11 U.S.C. § 327(a). Pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014(a), the Court is authorized to grant the relief requested in the Application. The Court having reviewed the Application and the Singerman Declaration, does for the reasons stated on the record of the Hearing, all of which are incorporated herein, does hereby

ORDER as follows:

1. The Application is **APPROVED**.
2. The Debtors are authorized to employ and retain Berger Singerman LLP as co-counsel in these chapter 11 cases in accordance with the terms and conditions set forth in the Application and the Engagement Letter², effective as of the Petition Date.
3. Berger Singerman LLP shall apply for compensation and reimbursement of costs, pursuant to 11 U.S.C. §§ 330 and 331, at its ordinary rates, as they may be adjusted from time to time, for services rendered and costs incurred on behalf of the Debtors. Berger Singerman LLP shall comply with the U.S. Trustee's *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases*.
4. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

#

(Attorney Paul Steven Singerman is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.)

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