

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

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In re: : Chapter 11  
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HO WAN KWOK, *et al.*, : Case No. 22-50073 (JAM)  
:  
Debtors.<sup>1</sup> : Jointly Administered  
:  
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**APPLICATION OF CHAPTER 11 TRUSTEE FOR ENTRY OF ORDER, PURSUANT  
TO BANKRUPTCY CODE SECTIONS 327(e) AND 330, BANKRUPTCY RULES 2014  
AND 2016, AND LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1, AUTHORIZING  
AND APPROVING RETENTION AND EMPLOYMENT OF  
KOBRE & KIM (GCC) LLP AS SPECIAL COUNSEL IN  
UNITED ARAB EMIRATES**

Mr. Luc A. Despins, in his capacity as the Chapter 11 Trustee (the “Chapter 11 Trustee”) appointed in the above-captioned chapter 11 case (the “Chapter 11 Case”) of Ho Wan Kwok (the “Debtor”), pursuant to sections 327(e) and 330 of Title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Procedure (the “Local Bankruptcy Rules”) for the United States Bankruptcy Court for the District of Connecticut (the “Court”), files this application (the “Application”) requesting entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing his employment of Kobre & Kim (GCC) LLP (“Kobre & Kim”), as special counsel in the United

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<sup>1</sup> The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

Arab Emirates (the “UAE”), on the terms set forth in the engagement letter attached hereto as **Exhibit B** (the “Engagement Letter”). In support of this Application, the Chapter 11 Trustee submits the *Declaration of Paul Hughes in Support of Application of Chapter 11 Trustee for Entry of Order, Pursuant to Bankruptcy Code Sections 327(e) and 330, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, Authorizing and Approving Retention and Employment of Kobre & Kim (GCC) LLP as Special Counsel in United Arab Emirates* (the “Hughes Declaration”), attached as **Exhibit C**, which is incorporated herein by reference. In further support of this Application, the Chapter 11 Trustee states the following:

**RELIEF REQUESTED**

1. By this Application, the Chapter 11 Trustee seeks entry of an order, substantially in the form of the proposed order filed herewith (the “Proposed Order”), authorizing and approving the retention and employment of Kobre & Kim as the Chapter 11 Trustee’s special counsel in the UAE, effective as of November 13, 2024, to assist the Trustee in his efforts to recover assets of the Debtor’s estate potentially located in the UAE.

2. The Chapter 11 Trustee selected Kobre & Kim as his special counsel based on Kobre & Kim’s familiarity with financial investigations, insolvency law, commercial litigation and financial disputes under UAE law.

**JURISDICTION, VENUE, AND STATUTORY BASES**

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of Connecticut. This is a core proceeding within the meaning of 28 U.S.C. § 157(b).

4. Venue in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 327(e) and 330 of the Bankruptcy Code, and, to the extent applicable, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1.

### **BACKGROUND**

6. On February 15, 2022 (the “Petition Date”), the Debtor filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

7. On March 21, 2022, the United States Trustee appointed an Official Committee of Unsecured Creditors (the “Committee”) in the Debtor’s Chapter 11 Case.

8. On June 15, 2022, the Court entered a memorandum of decision and order [Docket No. 465] (the “Trustee Order”) directing the United States Trustee to appoint a chapter 11 trustee in the Chapter 11 Case. Pursuant to the Trustee Order, the United States Trustee selected Luc A. Despins as the Chapter 11 Trustee [Docket No. 514].

9. On July 8, 2022, the Court entered an order granting the appointment of Luc A. Despins as the Chapter 11 Trustee in the Chapter 11 Case [Docket No. 523].

### **KOBRE & KIM’S QUALIFICATIONS**

10. Kobre & Kim is a law firm that focuses on financial investigations and international disputes. It has offices across the globe, including in Dubai at Office 27-01, Level 27, ICD Brookfield DIFC, Dubai, UAE. Kobre & Kim’s areas of expertise include private investigations and suits aimed at combatting fraud, as well as restoring lost revenue and secreted assets, as well as complex restructuring and insolvency litigation and investigations for trustees, creditors, debtors, liquidators, and other investors.

### **ANTICIPATED SERVICES**

11. The Chapter 11 Trustee anticipates that Kobre & Kim will assist him in the investigation of assets and transfers connected to the Debtor that may be located in the UAE.<sup>2</sup> Due to the specialized nature of Kobre & Kim's role as special counsel in the UAE, there will be no duplication of services arising from Kobre & Kim's retention.

### **COMPENSATION OF KOBRE & KIM**

12. Kobre & Kim intends to apply to the Court for compensation for professional services rendered and for reimbursement of expenses incurred in connection with this Chapter 11 Case pursuant to sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Bankruptcy Rule 2016-1, and any other applicable rules and orders with respect to this Chapter 11 Case. Kobre & Kim will charge the Debtor for its legal services on an hourly basis at its regularly applicable hourly rates in connection with the services required in the UAE.

13. At present, the 2024 hourly rate of Kobre & Kim are \$950 to \$1,875 for lawyers,<sup>3</sup> and \$450 to \$875 for paraprofessionals. Kobre & Kim will also bill for out-of-pocket expenses made on behalf of the Debtor, including photocopying, postage and package deliveries, court fees, transcripts, witness fees, service fees, travel expenses, and computer-aided research.

14. The Debtor submits that Kobre & Kim's hourly rates are reasonable, comparable to Kobre & Kim's hourly rates for other engagements, and within the range of rates charged by comparably skilled professionals who offer the same services.

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<sup>2</sup> In the interest of maintain confidentiality regarding the ongoing investigation, the Trustee will not disclose the exact funds and assets believed to be located in the UAE.

<sup>3</sup> Certain of Kobre & Kim's lawyers charge up to \$2,750 per hour for highly specialized work. However, based on the scope of services currently envisaged, the Trustee does not presently expect such specialized work to be necessary. The Trustee reserves the right to engage Kobre & Kim lawyers with hourly rates of up to \$2,750 as may be necessary in connection with specialized legal or investigatory work in the UAE, but will seek separate court approval if that may become necessary.

**KOBRE & KIM IS DISINTERESTED**

15. To the best of the Chapter 11 Trustee's knowledge in reliance upon the Hughes Declaration, and except as disclosed therein, Kobre & Kim does not have any relationships with the Debtor, its creditors, or 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.

16. More specifically, upon the basis of the Hughes Declaration, and except as disclosed therein, the Chapter 11 Trustee believes that: (a) Kobre & Kim has no connection with the Debtor, his creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party with an actual or potential interest in the Debtor or his respective attorneys or accountants; and (b) Kobre & Kim and its employees (i) are not a creditors, equity security holders, or insiders of the Debtor or his affiliates, (ii) have not been, within two years before the Petition Date, a director, officer, or employee of the Debtor or his affiliates, and (iii) have not had any interest materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor, or for any other reason. Therefore, the Chapter 11 Trustee believes that Kobre & Kim is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b).

17. Based on the Hughes Declaration, the Chapter 11 Trustee believes that Kobre & Kim does not represent any adverse interest to unsecured creditors in connection with the Chapter 11 Case.

**BASIS FOR RELIEF REQUESTED**

18. The Chapter 11 Trustee requests to retain and employ Kobre & Kim as his special counsel in the UAE pursuant to section 327(e) of the Bankruptcy Code, which provides that the

debtor in possession “may employ, for a specified special purpose, other than to represent the [debtor] in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.” 11 U.S.C. § 327(e)

19. Bankruptcy Rule 2014(a) provides that an application for retention include:

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

20. The Chapter 11 Trustee requires the services of special counsel in the UAE to exercise his responsibilities. Kobre & Kim will endeavor to avoid the duplication of efforts and provide services as efficiently as possible.

21. Accordingly, the employment of Kobre & Kim as the Chapter 11 Trustee’s special counsel, upon the terms set forth herein and in the Proposed Order, is reasonable and in the best interest of the Debtor’s estate.

22. The Chapter 11 Trustee submits that Kobre & Kim’s rates are reasonable, comparable to rates for other engagements, and within the range of rates charged by comparably skilled professionals who offer the same services.

23. Local Bankruptcy Rule 2014-1 provides that if “an application to employ a professional is filed within thirty (30) days after the commencement of services provided by that professional, the application shall be deemed contemporaneously filed unless the Court orders otherwise.” As noted, the Chapter 11 Trustee requests authority to retain and employ Kobre & Kim effective November 13, 2024, which was the date that Kobre & Kim began

providing services to the Chapter 11 Trustee. While that date is 34 days from the date of filing of this Application, the Chapter 11 Trustee nevertheless requests that the retention be effective as of November 13, 2024.

**NOTICE**

24. Notice of this Application has been given to the United States Trustee, the Debtor, the Committee, and, by electronic filing utilizing the Court's electronic filing ("CM/ECF") system, to all appearing parties who utilize the CM/ECF system.

**NO PRIOR REQUEST**

25. No previous application for the relief requested herein has been made to this or any other Court.

*[Remainder of page intentionally left blank.]*

**CONCLUSION**

WHEREFORE, for the foregoing reasons, Luc A. Despins, the Chapter 11 Trustee, requests that the Court enter an Order, substantially in the form of the Proposed Order filed herewith, granting the Application, and authorizing the Chapter 11 Trustee's employment of Kobre & Kim as special counsel in the UAE, and order such other and further relief as the Court deems just and proper.

Dated: December 17, 2024

Chapter 11 Trustee in Chapter 11 Case of Ho Wan Kwok

/s/ Luc A. Despins

Luc A. Despins



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

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	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> , <sup>1</sup>	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the date hereof, the foregoing Application was electronically filed. Notice of this filing was sent by e-mail to all parties to the above-captioned chapter 11 case by operation of the Court's electronic filing ("CM/ECF") system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

Dated: December 17, 2024  
New York, New York

By: /s/ G. Alexander Bongartz  
G. Alexander Bongartz (*pro hac vice*)  
PAUL HASTINGS LLP  
200 Park Avenue  
New York, New York 10166  
(212) 318-6079  
alexbongartz@paulhastings.com

*Counsel for Chapter 11 Trustee*

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<sup>1</sup> The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

**EXHIBIT A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

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In re: : Chapter 11  
:  
HO WAN KWOK, *et al.*, : Case No. 22-50073 (JAM)  
:  
Debtors.<sup>1</sup> : Jointly Administered  
:  
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**[PROPOSED] ORDER (A) GRANTING APPLICATION OF CHAPTER 11  
TRUSTEE FOR ENTRY OF ORDER, PURSUANT TO BANKRUPTCY CODE  
SECTIONS 327(e) AND 330, BANKRUPTCY RULES 2014 AND 2016, AND LOCAL  
BANKRUPTCY RULES 2014-1 AND 2016-1, AUTHORIZING AND APPROVING  
RETENTION AND EMPLOYMENT OF KOBRE & KIM (GCC) LLP AS SPECIAL  
COUNSEL IN UNITED ARAB EMIRATES**

Upon the application (the “Application”)<sup>2</sup> of Chapter 11 Trustee Luc A. Despins (the “Chapter 11 Trustee”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), for authority to retain and employ Kobre & Kim (GCC) LLP (“Kobre & Kim”), as special counsel in the United Arab Emirates (the “UAE”), effective as of November 13, 2024, pursuant to sections 327(e) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Procedure for the United States Bankruptcy Court for the District of Connecticut (the “Local Bankruptcy Rules”), all as more fully set forth in the Application; and upon consideration of the Application and the Hughes

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<sup>1</sup> The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595), Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despins, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

<sup>2</sup> Capitalized terms used but not otherwise defined have the meanings set forth in the Application or the Hughes Declaration.

Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference from the United States District Court for the District of Connecticut; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that (i) the relief requested in the Application is in the best interest of the Debtor's estate, its creditors, and all parties-in-interest, (ii) the legal and factual bases set forth in the Application and the Hughes Declaration, and the record of any hearing on the Application before this Court establish just cause for the relief granted herein, (iii) Kobre & Kim is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code, and (iv) Kobre & Kim does not hold or represent an interest adverse to the Debtor's estate; and due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice need be given; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Chapter 11 Trustee is authorized to retain and employ Kobre & Kim as his special counsel in the UAE pursuant to sections 327(e) and 330 of the Bankruptcy Code, effective as of November 13, 2024 on the terms set forth in the Application and the Hughes Declaration.
3. Kobre & Kim is authorized to act as the Chapter 11 Trustee's special counsel in the UAE, and to perform those services described in the Application.

4. The Estate shall be responsible for Kobre & Kim's compensation and reimbursement of expenses with respect to the engagement.

5. The allowance of any compensation to be paid to Kobre & Kim shall be determined in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Bankruptcy Rule 2016-1.

6. To the extent it may become necessary to engage Kobre & Kim lawyers with hourly rates of up to \$2,750 in connection with specialized legal or investigatory work in the UAE, the Trustee shall seek separate court approval upon notice and a hearing.

7. Allowance of any compensation for Kobre & Kim shall be limited to the extent of services actually performed, and expenses actually incurred, as special counsel for the Chapter 11 Trustee Luc A. Despins, and shall not include compensation for the performance of any of the trustee duties that are generally performed by a chapter 11 trustee without the assistance of an counsel.

8. Kobre & Kim shall be entitled to indemnification to the extent required under the terms of the Engagement Letter, as modified pursuant to this Order; *provided, however*, that any request for indemnification by Kobre & Kim shall be subject to review by the Court as set forth herein to ensure that payment of such indemnity conforms to the terms of the Engagement Letter, as modified pursuant to this Order, and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided*, further, that in no event shall Kobre & Kim be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, willful misconduct, or violation of the non-disclosure agreement.

9. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or

(ii) the entry of an order closing these chapter 11 cases, Kobre & Kim believes that it is entitled to the payment of any amounts by the Trustee on account of the his indemnification obligations under the Engagement Letter, as modified pursuant to this Order, Kobre & Kim must file an application therefor in the Court, and the Trustee may not pay any such amounts to Kobre & Kim before the entry of an order by this Court approving the payment. With respect to any amounts sought by Kobre & Kim as reimbursement for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Letter, as modified by this Order, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Kobre & Kim's application to the Court and these invoices and time records shall be subject to the Amended Guidelines and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Kobre & Kim for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the obligation to indemnify Kobre & Kim. All parties in interest shall retain the right to object to any demand by Kobre & Kim for indemnification, contribution, or reimbursement.

10. Kobre & Kim shall not be entitled to reimbursement by the Trustee for any fees, disbursements and other charges of Kobre & Kim's counsel other than those incurred in connection with a request of Kobre & Kim for payment of indemnity approved by the Court.

11. Kobre & Kim shall provide no less than ten business days' notice to the Chapter 11 Trustee, the United States Trustee, and counsel to any official committee before any increases in the rates it charges are implemented and shall file such notice with the Court.

12. The Chapter 11 Trustee is authorized and empowered to take all actions necessary to effectuate the relief granted in this Order.

13. The requirements of the Local Bankruptcy Rules are satisfied by the contents of the Application.

14. To the extent the Application and Hughes Declaration are inconsistent with this Order, the terms of this Order shall govern.

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

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**EXHIBIT B**

**Engagement Letter**



# KOBRE & KIM

كوبري وكيم

OFFICE 27-01, LEVEL 27  
ICD BROOKFIELD DIFC  
P.O. Box 506778, DUBAI, UAE  
WWW.KOBREKIM.COM | TEL +971 4 454 3900

STRICTLY CONFIDENTIAL

13 November 2024

**BY EMAIL ONLY**

Luc Despins  
[lucdespins@paulhastings.com](mailto:lucdespins@paulhastings.com)

Re: **Ho Wan Kwok Asset Recovery**

Dear Mr. Despins:

Thank you for choosing Kobre & Kim (GCC) LLP ("**Kobre & Kim**", "**we**", "**us**" or "**our**") to represent and advise you in your capacity as a Chapter 11 Trustee in *In re Ho Wan Kwok*, 22-50073 (D. Conn.) ("**Client**", "**you**" or "**your**") in connection with the matter described below. This letter, together with the attached Standard Terms of Engagement, sets out the terms and conditions upon which it is agreed we will undertake this engagement (the "**Agreement**").

## 1. Engagement

Client engages Kobre & Kim (the "**Engagement**") to undertake the following projects<sup>1</sup>:

- Assess information and documents provided to us by you in relation to the Bankruptcy and related legal proceedings and devise a UAE-focused strategy for monetizing assets for the benefit of the Bankruptcy Estate, involving enforcement actions and civil litigation (including Bankruptcy actions) against companies and/or individuals related to Ho Wan Kwok to be pursued in the UAE onshore courts and/or the DIFC/ADGM Courts.
- Present the above to you via a videoconference on a mutually convenient date near the end of the 30-day period following the commencement of our Engagement. This will include a PowerPoint presentation on deliverables, timetables and budget for the possible options, as well as the probability of achieving the objectives.

<sup>1</sup> As we are not qualified to practise mainland UAE law, certain tasks stated in this letter may need to be performed, and certain advice provided, by lawyers who are qualified in UAE law.

AMERICAS (NEW YORK, DELAWARE, MIAMI, SAN FRANCISCO, SÃO PAULO, WASHINGTON DC)  
APAC (HONG KONG, SEOUL, SHANGHAI), CARIBBEAN (BVI, CAYMAN ISLANDS), EMEA (CYPRUS, DUBAI, LONDON, TEL AVIV)

KOBRE & KIM REFERRED TO HEREIN IS A REFERENCE TO KOBRE & KIM (GCC) LLP, A LIMITED LIABILITY PARTNERSHIP LICENSED IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE (COMMERCIAL LICENSE NUMBER 5106) AND REGISTERED WITH THE DUBAI FINANCIAL SERVICES AUTHORITY (REFERENCE NUMBER FO06880).

شركة كوبري اند كيم المشار إليها في هذه الوثيقة هي شركة كوبري اند كيم (جي سي سي) إل إل بي، وهي شراكة ذات مسؤولية محدودة مرخصة في مركز دبي المالي العالمي (بموجب الترخيص التجاري رقم 5106) ومسجلة لدى سلطة دبي للخدمات المالية (بموجب المرجع رقم FO06880).

Page 2  
Luc Despins  
13 November 2024

- Execute on an agreed-upon UAE-focused strategy (with the exact scope and fee estimate to be determined once we have assessed the information and documents provided).

(the “**Covered Services**”)

Kobre & Kim is not being retained for any other purpose.

Paul Hughes will be the partner primarily responsible for the representation of Client, assisted by other lawyers, analysts and/or litigation assistants in the DIFC or in other offices of affiliates of Kobre & Kim as may be necessary or advisable under the circumstances.

Client has agreed that we may act and rely upon instructions from any of the following persons and/or entities as if such instructions had been given by Client: Nicholas Bassett.

Our Engagement will begin from our receipt of your countersignature on this letter; provided, however, that our Engagement is subject to approval thereof by the United States Bankruptcy Court for the District of Connecticut (the “**Bankruptcy Court**”).

The Engagement will automatically terminate and will be closed if a period of six months elapses without any invoicing, with the date of termination falling on the last day of the month containing a time entry invoiced for payment. No final invoice will be issued as the last invoice received by you will serve as the final invoice.

Notwithstanding anything herein or the Standard Terms and Conditions (including Section 4 thereof) to the contrary, we agree not to take on engagements that would render Kobre & Kim no longer disinterested under section 327(e) of Title 11 of the United States Code (the “**Bankruptcy Code**”).

## 2. Fees

We strive to be transparent in our billing and we will generally seek to agree budgets for our work. These budgets may be amended during the course of the Engagement to reflect changes in scope and assumptions, and we may include for your consideration proposals for fixed-fee or alternative-fee options as alternatives to hourly billing.

You agree that fees charged within budgeted amounts are deemed reasonable and approved.

Our fees for this Engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our lawyers currently charge US \$950 to US \$1,875<sup>2</sup> per hour. Our non-lawyer professionals (e.g., Analysts and Litigation Assistants) charge US \$450 to US \$875 per hour. Up to eight hours per day of travel time may be charged per timekeeper.

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<sup>2</sup> Certain of our lawyers charge up to US \$2,750 per hour for highly specialized work. However, based on the scope of services currently envisaged, we do not presently expect such work to be necessary. We note that future services requested by the Client might require the same and will endeavor to communicate about budgets and rates throughout our engagement.

Page 3  
 Luc Despins  
 13 November 2024

For additional clarity, our hourly rates are as follows:

Hourly rates in USD	Kobre & Kim 2024 Standard Hourly Rates
Founding Partner	2,750
Partner	1,875
Special Counsel	1,450
Principal / Of Counsel	1,300
Associate	1,050
Attorney	950
Specialist	875
Analyst	585
Litigation Assistant	450

The billing rates of our lawyers are adjusted periodically, and we will inform you of any changes in our periodic invoices.

You agree that all fees and expenses invoiced within pre-submitted budgets are reasonable. All legal fees are earned and due when the work is undertaken, and expenses are to be reimbursed as incurred by us.

Notwithstanding anything herein or the Standard Terms and Conditions (including Sections 7 and 12 thereof) to the contrary, (a) payment of any fees and expenses in connection with this Engagement shall be made in such amounts as may be allowed by the Bankruptcy Court on proper applications in accordance with the procedures set forth in section 330 and 331 of the Bankruptcy Code and the procedures established and required by the Bankruptcy Court and (b) all matters related to the payment and allowance of fees and expenses in connection with this Engagement shall be decided by the Bankruptcy Court. For the avoidance of doubt, neither Mr. Despins, in his personal capacity, nor Paul Hasting LLP shall be liable for compensation for services rendered or reimbursement of expenses.

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Luc Despins  
13 November 2024

### **3. Disbursements**

#### **(a) Ordinary Disbursements**

Each invoice will include an itemized schedule of routine disbursements (such as fees for legal research services, telecommunications, non-bulk photocopying, and out-of-hours work expenses). Please note that all extraordinary disbursements (such as outside counsel's fees, expert witness fees, court filing fees, large printing or photocopying jobs, court reporter fees, special database usage, and travel expenses) will be invoiced separately.

#### **(b) Extraordinary Disbursements**

If the need for trial arises then the cost of trial logistics coordination services, including any provided by Kobre & Kim personnel, will be added to our invoices. For the avoidance of doubt, the fees of any outside experts are separate and apart from the fee arrangements contained herein. In addition, Client is responsible for costs associated with foreign exchange, as well as fees incurred in connection with arbitrations.

#### **Litigation – Recovery of Costs**

Certain Courts (such as the DIFC or ADGM Courts) may make orders regarding the payment of the legal fees and expenses in connection with litigation. Usually, the losing party will be required to pay a proportion of the successful party's legal fees, in addition to its own costs. Costs orders do not usually allow a party to recover all its costs but as a matter of prudence, you may wish to make a reserve to provide for a potential scenario in which the court rules against you and you must pay the other side's legal costs. In any event, Client shall be personally responsible for payment of our legal fees and expenses in full regardless of any order for costs made against the opponent. Further, the Dubai Court does not ordinarily permit the recovery of legal fees other than a very limited amount.

### **4. Tax**

All amounts in this Agreement are stated to be exclusive of VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the services provided and the payor is responsible for the payment of such taxes.

### **5. Standard Terms and Conditions**

The Standard Terms of Engagement set forth in the attached Appendix are incorporated herein and form an integral part of this Agreement. To the extent that there is any inconsistency between the terms of this letter and the Standard Terms, this letter shall prevail. In addition, this Agreement, including the Standard Terms, will prevail over any Client outside counsel or billing guidelines unless otherwise agreed to in writing by Kobre & Kim.

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Luc Despins  
13 November 2024

**6. Governing Law**

This Agreement and all matters arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of the Dubai International Financial Centre.


\* \* \*

Please sign below to acknowledge your acceptance of the terms of this letter and return the same to us. We look forward to working with you.

Very truly yours,

KOBRE & KIM (GCC) LLP

We hereby agree to and accept the terms and conditions set out in this letter and enclosed Standard Terms of Business.

Signature: 

Name: Luc Despins, as Chapter 11 Trustee

Title: Chapter 11 Trustee for the Estate of Ho Wan Kwok

Date: November 13, 2024

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Luc Despins  
13 November 2024

**KOBRE & KIM (GCC) LLP**

**APPENDIX - STANDARD TERMS OF ENGAGEMENT**

The following terms apply to the Engagement. To the extent that the Engagement in this Agreement is for multiple "Clients", then all references to "Client" below shall be replaced with "Clients."

**1. Client and Engagement Scope**

The Client is contracting with Kobre & Kim (GCC) LLP ("Kobre & Kim"), a Limited Liability Partnership licensed in the Dubai International Financial Centre (Commercial License Number 5106) and registered with the Dubai Financial Services Authority (Reference Number F006880).

Our client in this matter is solely the Client identified in the first paragraph of the Agreement. We do not represent, and do not have a lawyer-client relationship with, any of Client's current or future parents, subsidiaries, shareholders, members, partners, employees, directors, venturers, or other affiliates or constituents, solely on account of our representation of Client in this Engagement.

The Engagement scope is limited to the role described in section 1(a) of the Agreement, and Kobre & Kim is not acting in any other capacity or role for the Client or for any other party. In addition, Kobre & Kim being listed as counsel of record on a particular court case does not mean we generally represent the Client on matters relating to the subject matter of the case.

Unless specifically requested, Kobre & Kim is not advising on the running of limitations periods.

Client acknowledges that this Engagement will not commence until we deem that we have obtained all relevant legal permissions, if any, to represent the Client, except to the extent we have been engaged to prepare and file such application(s).

**2. Nature of Our Advice**

During this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only and should not be considered as promises or guaranties. In addition, Kobre & Kim will only be addressing specific legal questions based on facts presented, which should not be understood as recommending whether an act should or should not be undertaken. Any opinions expressed by Kobre & Kim concerning out-of-scope matters that may arise during this Engagement do not constitute independent legal advice regarding those out-of-scope matters. You should not rely on our advice and should consult other counsel concerning these matters. By signing this Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

**3. Know-Your-Client Diligence**

Kobre & Kim may request evidence of Client's identity or beneficial ownership in accordance our legal obligations and internal policies. In addition, we may request documentation to enable us to establish the source of funds to be remitted to us. This is especially important for us to determine that funds are not subject to confiscation/forfeiture in any creditor-debtor dispute, or asset confiscation/forfeiture-type proceedings.

Client agrees to respond to such requests in good faith and promptly provide all requested documents. Client will also provide information we may request to assist us in applying for special licenses or filing reports with relevant regulatory authority, if necessary.

Client acknowledges that, in some situations, we may be required by law to disclose to the relevant authorities any suspicion of money laundering or terrorist financing.

**4. Conflicts of Interest**

To allow us to conduct conflicts checks, you represent to us that you have identified to us all persons and entities that are or may become involved in the matter, including all such persons or entities that are affiliated with you.

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You will promptly notify us of any conflict or potential conflict of interest between Jointly Represented Clients or a change of circumstances effecting such a conflict.

Without your consent, we will not represent any other party in a manner that would create an ethical conflict of interest under applicable professional rules. You will have our loyalty with respect to this Engagement.

Kobre & Kim represents many other clients, and some of these other clients may be your direct competitors or otherwise may have interests that are contrary to your commercial interests. By signing this Agreement, you agree that we may act for such other clients, and we may act on matters in which you may have a commercial interest. This of course does not enable us to act in a situation with an actual ethical conflict of interest under applicable professional rules.

It is possible that during the time we represent you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to take on such matters for all of our clients. Accordingly, by entering into this Agreement you consent in advance, on your behalf and on behalf of your affiliates, to our current representation or acceptance of future matters (including litigation matters) adverse to Client or any of its affiliates, and not to assert a conflict of interest, or to seek preclude, challenge or otherwise disqualify Kobre & Kim from such matters, provided that those matters are not substantially related to the work we are doing for you.

Thus, for example, you agree that we would be able to take a new lawsuit or transactional matter for one of our current or future clients that is adverse to Client so long as the adverse matter is not substantially related to the work we are doing for you. This consent also includes being adverse to your interests in any bankruptcy, regulatory, administrative, legislative, or rulemaking proceeding.

In addition, by entering into this Agreement you agree that if we represent you in a matter across from another person or entity, we may represent such other person or entity on matters not substantially related to our work for you.

You should feel completely free to consult other counsel concerning these matters. By signing the Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

#### **5. Hourly Rates**

Our fees for this Engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our lawyers who we currently expect may work on this matter charge US \$ 950 to US \$1,875 per hour. Our non-lawyer professionals charge US \$450 to US \$875 per hour. Up to eight hours per day of travel time may be charged.

#### **6. Disbursements and Subject Matter Experts**

Although we may at times coordinate payments from funds held for Client to third parties who provide services in relation to this Engagement, Client acknowledges that it is within Kobre & Kim's discretion to make such payments and agrees to reimburse and indemnify us relating to any such payments made. Unless otherwise agreed in writing, Client is ultimately responsible for any and all payments to third parties, including vendors or legal services providers.

In addition to any pre-approved timekeepers, Client agrees that Kobre & Kim may assign work to and bill Client for ex. E-Discovery experts, IT experts, Executive Assistants, Legal Analysts, Office Managers, court procedures and filing assistants, which are often most cost-effective and efficient for providing unique value and expertise related to case needs.

#### **7. Terms of Payment**

The Client is obligated to pay our fees and other charges, even where we have agreed to accept payment through a third party.

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Our invoices specify the date that payment is due. We reserve the right to charge interest on overdue amounts at a rate of up to 10% per annum until the overdue amount is paid.

All questions regarding our invoices will be raised at the time of receipt, when we are best placed to clarify the nature of work being done. We will continue to consider the invoice unimpaired in all other respects, including applicable payment terms.

In any case where we are required actively to pursue collection of amounts outstanding beyond agreed payment terms, Client agrees to indemnify us against all costs and expenses that we incur in pursuing such collection, including fees or costs of outside counsel, and of any court or arbitrator.

All amounts in this Agreement are stated to be exclusive of VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the services provided and the Client is responsible for the payment of such taxes.

Payment must be made by wire transfer or EFT to the coordinates on our invoices. All amounts due to us will be paid in United States dollars or Emirati Dirham (as indicated in the Agreement), unless otherwise directed by us.

#### **8. Termination and Automatic Termination**

Client or Kobre & Kim may terminate this Engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility.

By signing the Agreement Client agrees that we may withdraw from representing Client in this matter, at our sole discretion. Without limitation, the reasons for withdrawal include any required on account payment not being funded in accordance with the terms of the Agreement, Client breaches any of its obligations under the Agreement, or if Client fails to cooperate in our efforts to represent Client's interests. Client further agrees to indemnify Kobre & Kim against all fees and expenses incurred in withdrawing from the representation, including in preparing and appearing on any application to withdraw as Client's counsel of record in any proceeding before a court or other tribunal.

Unless previously terminated, this Engagement will terminate upon the earlier of our sending Client our final statement for services rendered, or the conclusion of our providing the agreed services under the Agreement, as applicable.

Upon termination, Kobre & Kim has no continuing obligation to advise the Client on the Engagement or on future factual or legal developments regarding the Engagement, unless required by applicable law, rules or court order.

#### **9. Survivability**

Subject to the limitations and other provisions of the Agreement and these Standard Terms of Engagement, or unless otherwise agreed, the sections of the Agreement pertaining to Fees, Disbursements, Governing Law, and the representations and warranties of the Client and Kobre & Kim contained in these Standard Terms of Engagement will survive the Termination or Automatic Termination of the Agreement.

#### **10. Client File and Record Retention Policy**

In the course of the Engagement, we will maintain a client file in which we may place materials relevant to the matter. Items in this file may be your property and, upon completion of the Engagement, these items will be available to be taken by you. We will be entitled to make copies if we choose. After conclusion of the Engagement, we will store the client file for seven years. If you do not take possession of the items in the client file during this seven-year storage period, we may dispose of the file. Documents containing our attorney work product, internal communications, mental impressions or notes and draft documents will remain our property and are not part of the client file. In addition, electronic documents such as email and documents prepared on our word-processing system (excluding printed copies), and databases remain our property and are not part of the client file. We may



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implement and enact reasonable retention policies for these electronic documents, and we have discretion to delete them.

**11. Indemnity**

**Client will indemnify and hold harmless Kobre & Kim and its partners, affiliates, principals, associates and employees (collectively, the “Indemnified Persons”) from and against any claims, damages, liabilities, losses or costs, from third parties, arising from, or relating to this Engagement, and will advance and reimburse each Indemnified Person for all expenses (including fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, or defending any action, claim, suit, investigation or proceeding arising from or related to the Engagement, whether pending or threatened and whether or not any Indemnified Person is a party.**

**12. Arbitration**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of arbitration shall be the Dubai International Financial Centre, and the venue shall be the Dubai International Financial Centre. The language to be used in the arbitration shall be English.

**13. Limitations on Claims**

**You agree that any and all claims by you arising with respect to or relating to this Engagement must be commenced within one year following the date on which the Engagement is terminated.**

**Kobre & Kim will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits or opportunity costs).**

**Our liability for loss or damage attributable to our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall not exceed US\$5,000,000 per single originating cause.**

**A limitation of liability provision in these terms shall apply to each and every subsequent transaction or work we carry out for Client unless we agree otherwise. Where the Agreement is addressed to more than one client, the above limit of liability applies to the aggregate of all claims by all such clients and not separately to each client.**

**14. Internal Attorney-Client Privilege**

Please be aware that Kobre & Kim has internal counsel that may advise our lawyers regarding their ethical, professional and legal duties. You acknowledge that any such consultation is protected by our own lawyer-client privilege, and you waive any right to discovery of those communications. Should circumstances arise in which Kobre & Kim faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict. You also agree that such communications are property of the firm and are not part of the client file.

**15. Confidentiality**

We will not disclose any confidential information of yours to any other client (not jointly represented with you), even where that information might have some bearing on their interests. Likewise, we will not disclose to you the confidences of any other client (not jointly represented with you), even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

The terms of this Agreement are confidential and will not, except as required by law, be disclosed by Client or us to any third party without the consent of the other. Where the fact of our representation of Client is a matter of public record, we agree that Client or Kobre & Kim shall be permitted to inform third parties of the representation.

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We reserve the right to disclose your files to: (a) regulatory bodies in the exercise of their powers to meet legal and regulatory compliance requirements; (b) our auditors; (c) our professional indemnity insurers/underwriters and to provide information to our insurance brokers in relation to these communications with insurers/underwriters; (d) law firms and other third party professionals as required to enable us to enforce our rights, or to advise us on our commercial, regulatory or legal position, in connection with the Engagement.

Client acknowledges that, under certain limited circumstances, we may be obliged to disclose information that the Client provides to us, including in connection with banks' due diligence on payments to or from us.

**16. Data Privacy**

Kobre & Kim will take steps to ensure that any personal data transferred is treated in accordance with our privacy policy. This privacy policy was last reviewed and updated January 15, 2024 and can be accessed at this URL: <https://www.kobrekim.com/privacy>.

**17. Severability**

If any term or provision of the Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such determination shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**EXHIBIT C**

**Hughes Declaration**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
BRIDGEPORT DIVISION**

-----X  
:  
In re: : Chapter 11  
:  
HO WAN KWOK, *et al.*, : Case No. 22-50073 (JAM)  
:  
Debtors.<sup>1</sup> : Jointly Administered  
:  
-----X

**DECLARATION OF PAUL HUGHES IN SUPPORT OF APPLICATION OF CHAPTER  
11 TRUSTEE FOR ENTRY OF ORDER, PURSUANT TO BANKRUPTCY CODE  
SECTIONS 327(e) AND 330, BANKRUPTCY RULES 2014 AND 2016, AND LOCAL  
BANKRUPTCY RULES 2014-1 AND 2016-1, AUTHORIZING AND APPROVING  
RETENTION AND EMPLOYMENT OF KOBRE & KIM (GCC) LLP AS  
SPECIAL COUNSEL IN UNITED ARAB EMIRATES**

I, Paul Hughes, being duly sworn, do depose and say:

1. I am lawyer and have been practicing law in the United Arab Emirate (the “UAE”) for over twelve years. I am a partner at Kobre & Kim (GCC) LLP (“Kobre & Kim”), which focuses on financial investigations and international disputes, and maintains an office at at Office 27-01, Level 27, ICD Brookfield DIFC, Dubai, UAE, Kobre & Kim’s majority owner is global law firm, Kobre & Kim LLP (registered in New York, U.S.A)., I make this declaration (the “Declaration”) in support of the *Application of Chapter 11 Trustee for Entry of Order, Pursuant to Bankruptcy Code Sections 327(e) and 330, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, Authorizing and Approving Retention and Employment of*

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<sup>1</sup> The Debtors in these chapter 11 cases are Ho Wan Kwok (also known as Guo Wengui, Miles Guo, and Miles Kwok, as well as numerous other aliases) (last four digits of tax identification number: 9595) Genever Holdings LLC (last four digits of tax identification number: 8202) and Genever Holdings Corporation. The mailing address for the Trustee, Genever Holdings LLC, and Genever Holdings Corporation is Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 c/o Luc A. Despina, as Trustee for the Estate of Ho Wan Kwok (solely for purposes of notices and communications).

*Kobre & Kim (GCC) LLP as Special Counsel in United Arab Emirates* (the “Application”)<sup>2</sup> in connection with Kobre & Kim’s retention as special counsel in the UAE , to assist the Trustee in his efforts to recover assets of Ho Wan Kwok’s (the “Debtor”) estate potentially located in the UAE (the “Engagement”).

2. In relation to the Engagement, Kobre & Kim’s professional client is the estate (the “Estate”) of the Debtor in his above-captioned chapter 11 case (the “Chapter 11 Case”). In relation to the Engagement, Kobre & Kim will seek to recover its fees from the Estate, and I will file fee applications in the Chapter 11 Case on Kobre & Kim’s behalf.

3. I studied at the University of Leeds where I received a Bachelor of Arts degree in 2001 , and I studied law at the College of Law (Chester), where I received a Graduate Diploma in Law in 2002. I qualified as a Solicitor in England & Wales in 2009. I am a leading practitioner in the Dubai International Financial Centre (DIFC), Abu Dhabi Global Market (ADGM) and English Courts, and have further extensive experience in fraud investigations, contentious shareholder disputes, and banking litigation. I also regularly engage in private client disputes for UHNWIs and has served as litigation counsel in high-value multi-jurisdictional bankruptcy matters.

4. Kobre & Kim will file applications for compensation of professional services rendered and for reimbursement of expenses incurred in connection with the Engagement pursuant to sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Bankruptcy Rule 2016-1, and any other applicable rules and orders with respect to this Chapter 11 Case.

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<sup>2</sup> Capitalized terms used but not otherwise defined have the meanings set forth in the Application.

5. Kobre & Kim will charge our hourly billing rates in connection with the Engagement. At present, the the 2024 hourly rate of Kobre & Kim are \$950 to \$1,875<sup>3</sup> for lawyers, and \$450 to \$875 for paraprofessionals. Kobre & Kim may also bill the Estate for any out-of-pocket expenses made on behalf of the Chapter 11 Trustee, including photocopying, postage and package deliveries, court fees, transcripts, witness fees, service fees, travel expenses, and computer-aided research.

6. To the best of my knowledge and belief after due inquiry, Kobre & Kim is a “disinterested person” within the meaning of section 101(14) of title 11 of the United States Code (the “Bankruptcy Code”) in that Kobre & Kim and its employees:

- a. are not creditors, equity security holders, or insiders of the Debtor;
- b. are not, and were not within two years before the date of filing of the Debtor’s petition, directors, officers, or employees of the Debtor; and
- c. do not have an interest materially adverse to the interest of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

7. I attach to this Declaration, as Schedule 1, a consolidated list of parties in interest in connection with the Chapter 11 Case (the “Interested Parties”) that has been produced by Paul Hastings and provided to Kobre & Kim before my signing this Declaration that I am informed includes:

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<sup>3</sup> Certain of Kobre & Kim’s lawyers charge up to \$2,750 per hour for highly specialized work. However, based on the scope of services currently envisaged, the Trustee does not presently expect such specialized work to be necessary. The Trustee reserves the right to engage Kobre & Kim lawyers with hourly rates of up to \$2,750 as may be necessary in connection with specialized legal or investigatory work in the UAE, but will seek separate court approval if that may become necessary.

- a. parties listed as creditors, executory contract counterparties, and co-debtors on the Debtor's Schedules D, F, G, and H [Docket No. 78];
- b. parties listed on the Debtor's Statement of Financial Affairs ("SOFA") [Docket No. 77], including (i) as recipients of payments within 90 days prior to the filing of the Chapter 11 Case (SOFA Part 3, Question 6); (ii) parties involved in litigation in which the Debtor is a party (SOFA Part 4, Question 9); and businesses owned by the Debtor (SOFA Part 11, Question 27).
- c. parties and counsel filing notice of appearances in the Chapter 11 Case;
- d. the Court and personnel of the office of the United States Trustee; and
- e. other parties in interest that I have become aware of as a result of the Chapter 11 Trustee's ongoing investigation of the Debtor's assets.

Kobre & Kim has conducted reasonable checks of the Interested Parties against our records and data, and has determined that to the best of our knowledge and belief, Kobre & Kim does not have any relationship or connection with the Interested Parties, subject to the following exceptions described in Schedule 2 attached hereto (the "Disclosure Schedule").

8. The Disclosure Schedule has been compiled with the assistance of attorneys and legal professionals at Kobre & Kim who have reviewed conflict records and/or provided additional information regarding relevant matters. The Disclosure Schedule identifies certain Interested Parties (or affiliates thereof) for which Kobre & Kim currently acts as counsel or has acted as counsel during the last three (3) years. It reflects that, to the extent Kobre & Kim currently represents or has previously represented any Interested parties or affiliate thereof, such matters are not related to these Chapter 11 Cases. Further, Kobre & Kim will not represent any Interested Parties in any matter relating to the Chapter 11 Cases or in connection with the Debtors.

9. Pursuant to section 327(c) of the Bankruptcy Code, Kobre & Kim is not disqualified from acting as special counsel merely because it has represented, represents, or may in the future represent certain Interested Parties in matters that are unrelated to the Debtors or these Chapter 11 Cases. As such, I do not believe that Kobre & Kim's representations disclosed on Schedule 2 preclude Kobre & Kim from being a disinterested party under the Bankruptcy Code.

10. While Kobre & Kim have made a diligent effort to ascertain the identity of any connections or potential conflicts with the Interested Parties, Kobre & Kim will undertake to use reasonable efforts to identify such further developments, and if any new relevant facts or relationships are discovered or arise with respect to parties related to this Engagement for which Kobre & Kim has been retained or the Debtors or the Estate, to the extent that any additional information comes to light, Kobre & Kim will review, disclose pursuant to Bankruptcy Rule 2014(a), and resolve any conflict or adverse interests that may appear.

11. Based on the foregoing, insofar as I have been able to ascertain based on the information currently available to me: (a) Kobre & Kim has no connection with the Debtor, his creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party with an actual or potential interest in the Debtor or his respective attorneys or accountants; and (b) (i) neither Kobre & Kim nor its employees are creditors, equity security holders, or insiders of the Debtor or his affiliates, (ii) neither Kobre & Kim nor its employees have been, within two years before the Petition Date, a director, officer, or employee of the Debtor or his affiliates, and (iii) neither Kobre & Kim nor its employees have any interest materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor, or for any other reason. Therefore, I understand from my discussions with Paul Hastings that this means Kobre & Kim is



a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b).

12. I further understand from such discussions that Appendix B of the U.S. Trustee Guidelines (the “Larger Case Guidelines”) does not apply in this Chapter 11 Case, because the Debtor’s petition does not list \$50 million or more in assets and \$50 million or more in liabilities. In particular, I am informed that the Debtor estimated the value of his assets between \$50,001 and \$100,000.

13. In the interest of providing maximum disclosure, and notwithstanding my position concerning the inapplicability of the Larger Case Guidelines, I provide the following response on behalf of Kobre & Kim to the request for information set forth in Paragraph D.1. of the Larger Case Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Not applicable. Kobre & Kim has not previously represented the Chapter 11 Trustee.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Answer: Not applicable.

14. Kobre & Kim has neither shared nor agreed to share with any other person compensation received in connection with the Engagement, except as is permitted by §504(b)(1) of the Bankruptcy Code.

15. I consent that the following language may be included in any order by the Court approving the Chapter 11 Trustee's application in connection with my instruction in connection with the Engagement.

Allowance of any compensation for Kobre & Kim shall be limited to the extent of services actually performed, and expenses actually incurred, as special counsel instructed to act on behalf of the Chapter 11 Trustee Luc A. Despins, and shall not include compensation for the performance of any of the trustee duties that are generally performed by a Chapter 11 trustee without the assistance of an attorney.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the above statements are true and correct.

Dated: November 13, 2024, at Dubai, United Arab Emirates



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Paul Hughes  
Partner  
Kobre & Kim (GCC) LLP

The following schedules contain the names of individuals and entities reviewed for conflicts purposes. Where the names of the entities reviewed were incomplete or ambiguous, the scope of the search was intentionally broad and inclusive in order to match the incomplete or ambiguous name.

## **SCHEDULE 1**

### **Potential Parties-in-Interest List**

#### *List of Schedules*

<b><u>Schedule</u></b>	<b><u>Category</u></b>
1(a)	Debtor, Family Members, and Certain Related Entities
1(b)	Bankruptcy Judge and U.S. Trustee Personnel
1(c)	20 Largest Unsecured Creditors
1(d)	Other Interested Parties

**SCHEDULE 1(a)**

**Debtor, Family Members, and Certain Related Entities**

Ho Wan Kwok (a.k.a. Miles Gwok, Miles Guo, and Wengui Guo)

Hing Ch Ngok (a.k.a. Yue Qingzhi)

Qiang Guo (a.k.a Mileson Guo)

Mei Guo (a.k.a Mei Gui)

HK International Funds Investments (USA) Limited, LLC

Bravo Luck Limited

Genever Holdings Corporation

Genever Holdings LLC

**SCHEDULE 1(b)**

**Bankruptcy Judge and U.S. Trustee Personnel**

Honorable Julie A. Manning William Harrington  
Kim L. McCabe  
Holley Claiborn  
Joseph H. Flamini  
Erin Hogan  
Steven Mackey  
Frank Marino  
Jennifer J. Morey  
Nicole Neely  
Sharon Warner  
John Gervais

**SCHEDULE 1(c)**

**20 Largest Unsecured Creditors**

Pacific Alliance Asia Opportunity Golden Spring New York  
Rui Ma  
Cheng Jian Wu Jian She Ning Ye  
Guo Baosheng  
Yan Lan & Wu Zheng Hong Qi Qu  
Nan Tong Si Jian Jian Gong  
Yan Zhao  
Yua Hua Zhuang Shi  
Liehong Zhuang/Xiao Yan Zhu Weican Meng/Boxun Inc.  
Samuel Nunberg  
Lamp Capital LLC  
Jun Chen (a.k.a. Jonathan Ho  
Yue Hua Zhu Shi  
Xiong Xian Wei Ye  
Huizen Wang

**SCHEDULE 1(d)**

**Other Interested Parties**

1245 Factory Place, LLC	Allied Capital Global Limited
12476517 Canada Society	Alpine Fiduciaries S.A.
1322089 B.C. Ltd.	Amazing Sky Aviation Limited
1332156 B.C. Ltd	Amazon Web Services LLC
17 Miles, LLC	Amazon Web Services, Inc.
2 B Packing LLC	Amazon.com Inc.
270 W. 39th St. Co., LLC	American Arbitration Association, Inc.
2Lawrence River	American Express Company
3 Columbus Circle LLC	Amy Buck
5780 Saguaro LLC	An Hong
5ivetech Limited	Ana C. Izquierdo-Henn
7 Nod Hill LLC	Andrea Volpe
7 Star East Ny LLC	Andrew Childe
9 East 40th Street LLC	Andrew Sulner
A.Z. Bigiotterie S.A.S.	Forensic Document Examinations, LLC
Di Zanutto Gabriele & C.	Ann Marie Lee
AAGV Limited	Anthem Health Plans, Inc.
Aaron A. Mitchell	Anthony Dibattista
Aaron A. Romney	Anton Development Limited
Abrams Fensterman, LLP	Apple Inc.
ACA Capital Group Limited	Appsflyer Inc
ACA Capital Limited	Apsley Yachts Limited
ACA Investment Fund	Arethusa Forsyth
ACA Investment Management Ltd.	Ari Casper
ACASS Canada Ltd.	Arnall Golden Gregory LLP
ACASS U.S.A. Inc.	Arnold & Porter Kaye Scholer LLP
Ace Decade Holdings Limited	Arri Americas Inc.
Adam Chen Ni	Art Wolfe, Inc.
Affiliated Adjustment Group, Ltd.	ASAP SRL
Agora Lab, Inc.	Ascentiq Solutions Limited
AI Group Holdings Inc.,	Assets Sino Limited
AIG Property Casualty Company	Auspicious Coast Limited
Akerman LLP	Aviation E LLP
Alex Hadjicharalambous	Aviation Trust Company LLC
Alfa Global Ventures Limited	Aviva PLC
Alfonso Global Limited	Axos Bank
Alfonso Global Ventures Limited	Axos Financial, Inc.
Alliance Bank Of Arizona (A Division Of Western Alliance Bank)	B&H Foto & Electronics Corp.
	BAC Capital LLC

Baiqiao Tang (a.k.a. Tang Baiqiao)  
 Baker Hostetler LLP  
 Banco Popular De Puerto Rico  
 Bank of America  
 Bank of China – New York Branch  
 Bank of China Limited  
 Bank of Montreal  
 Bank of the West  
 Bannon Strategic Advisors, Inc.  
 Barclay Damon LLP  
 Barclays Bank PLC  
 Beijing Bi Hai Ge Lin Yuan Lin Lu Hua, Ltd.  
 Beijing Cheng Jian Wu Jian She Group, Ltd.  
 Beijing Fu Le Hong Ma Jian Zhu Zhuang Shi  
 Gong Cheng, Ltd.  
 Beijing Pangu Investment Co.  
 Beijing Zenith Holdings Co.  
 Beijing Zhong Xian Wei Ye Stainless  
 Decoration Center  
 Beile Li  
 Bellerive Attorneys at Law  
 Benhar Office Interiors LLC  
 Bento Technologies, Inc.  
 Bering Yachts, LLC  
 Berkeley Rowe Limited  
 Bernardo Enriquez  
 Bestview1 Pty Ltd  
 Bingnan Cui  
 Bingshang Jiao  
 Birchstone Capital AG  
 Blackthorn Financen Inc.  
 Blue Capital  
 Blueberry Builders, LLC  
 BNY Mellon, N.A.  
 Boardwalk Motor Imports, LLC  
 Bofang Investment LLC  
 Bohonnon Law Firm  
 Boies Schiller Flexner LLP  
 Bonnie C. Mangan  
 Booming Sail New York LLC  
 Bouillor Holdings Limited  
 Boxun Inc.  
 Branch

Bravo Luck Limited  
 Brent Petro Inc.  
 Brian Hofmeister  
 Brown Harris Stevens Brown Rudnick, LLP  
 Brune Law Pc  
 BSA Strategic Fund  
 BSA Strategic Fund I  
 BSI Group LLC  
 Buck, Esq. LLC  
 Burnette Shutt and McDaniel PA  
 Cahill Gordon & Reindel LLP  
 Caiyan Ling  
 Callsign Ltd  
 Cameron Smee  
 Canadian Imperial Bank of Commerce  
 Capital One Bank  
 Capital One, NA  
 Caribe Condado, LLC  
 Carmody Torrance Sandak & Hennessey  
 LLP Cayuse Government Services, LLC  
 Cedric Dupont Antiques  
 Celestial Tide Limited  
 Cesare Attolini NY LLC  
 CFG Global Limited  
 Chao Kang Sun  
 Chao-Chih Chiu  
 Charles Schwab  
 Charmoy & Charmoy LLC  
 Chase Bank  
 Chen Xin Xin  
 Chenglong Wang  
 Chenxi Wang  
 Chi Wai Kwok  
 Chiesa Shahinian & Giantomasi PC  
 China CITIC Bank Int'l  
 China Golden Spring Group (Hong Kong)  
 Limited  
 Choice Financial Bank  
 Chong Shen Raphanella  
 Chris Lee (a.k.a. Nan Li, Chris Li, Mei Guo  
 Xiao Li)  
 Christie's International Real Estate New  
 Christine Chen



Christine Frosini  
 Christodoulos G. Vassiliades & Co. LLC  
 Chuan Ling Yang  
 Chuang Xin Ltd.  
 Chui Kuk Wu  
 Chunfeng Xia  
 Chunguang Han  
 Chunhui Song  
 Ci Chen  
 CIBC Inc. (d.b.a. CIBC)  
 CIMB Bank Berhad (a.k.a. CIMB Islamic Bank Berhad)  
 Cindy Zhang  
 Cirrus Design Corporation (d.b.a. Cirrus Aircraft)  
 Cirrus Industries, Inc.  
 Citibank  
 Citizens Financial Group, Inc.  
 City National Bank  
 Clark Hill PLC  
 Clayman & Rosenberg LLP  
 Clayman Rosenberg Kirshner & Linder LLP  
 Clear Treasury (UK Trading) Limited  
 Clear Treasury Limited  
 Cloudflare, Inc.  
 Cohn Birnbaum & Shea P.C.  
 Coldwell Banker  
 Cole Schotz P. C.  
 Comerica Incorporated (d.b.a. Comerica Bank) Community Federal Savings Bank  
 Compass, Inc.  
 Conservative Campaign Technology, LLC  
 Cotton Craft Textiles Intl  
 Trading Counsel Press Inc.  
 Cowdery, Murphy & Healy, LLC  
 Crane Advisory Group LLC  
 Creative Apex Investments Limited  
 Credit Agricole CIB Corp.  
 Crocker Mansion Estate LLC  
 Crowell & Moring LLP  
 Crystal Breeze Investments Limited  
 Cui Zhu Li  
 Cummings & Lockwood, LLC

Curiosity Corp. LLC  
 Cyberapt Recruitment Ltd  
 D&D Solutions LLC  
 D.P. Textile & Apparel, Inc.  
 D4zero S.R.L.  
 Daiho Zhou  
 Daniel Podhaskie  
 Daniel S. Alter  
 Danyu Lin  
 Dark Shadows LLC  
 David Fallon  
 Dawn State Limited  
 DBS Bank Ltd.  
 Dean M. Rabideau  
 Dedham Savings  
 Defeng Cao  
 Deltec Bank & Trust Limited  
 Deng Li  
 Deng Qian  
 Deutsche Bank Trust Company America  
 Deutsche Handelsbanken Ag  
 Dime Community Bank  
 Ding “Ivan” Lin  
 Ding G. Wang (a.k.a. Dinggang Wang)  
 Ding Qiang Shen  
 Direct Persuasion LLC  
 DJD Creative LLC  
 DLA Piper LLP (US)  
 DNM Beauty Distribution  
 Doaa Dashoush  
 Dongna Fang Dream Projects LLC  
 Du Jian Yi  
 DWF LLP  
 E.L.J.M. Consulting LLC  
 East West Bancorp, Inc.  
 East West Bank  
 Eastern Profit Corporation Limited  
 Eddy Aquino (a.k.a. Eddy I Sanchez Aquino)  
 Edmiston and Company Limited  
 Eduardo Eurnekian  
 Eficens Systems LLC  
 Ehsan Masud  
 Eisner Advisory Group LLC

Elite Well Global Limited  
 Elixir Technical Consulting LLC  
 Elliott Kwok Levine & Jaroslaw LLP  
 Emile P De Neree  
 Empire Blue Cross Blue Shield  
 Empire Growth Holdings  
 Engineering Operations and Certification  
 Services, LLC  
 Epic It Ltd  
 Epiq Corporate Restructuring, LLC  
 Eric Goldsmith MD, LLC  
 Ernst & Young LLP  
 Evan Cramer  
 Evolve Bank and Trust  
 Faegre Drinker Biddle & Reath LLP Fam  
 United LLC  
 Fan Bingbing  
 Fan Jing  
 Fanggui Zhu  
 Fania Roofing Company  
 Farhad Zabeti  
 Farrant Group Limited  
 Fay Ye  
 Federal Corporation  
 Federal Express Corporation  
 Feibo Jiang  
 Feifei Ma  
 Feng Peng Rellos  
 Feng Yi  
 Feng Zhu  
 Fengguo Li  
 Fengjie Ma  
 FFP (BVI) Limited  
 Fiesta Investment Ltd. (f.k.a. Fiesta Property  
 Devel)  
 Fifth Third Bank, N.A.  
 Finn Dixon & Herling LLP  
 Fiona Yu  
 First Abu Dhabi Bank  
 First Bank (f.k.a. Malvern Bank)  
 First County Bank  
 First Fidelity Bank  
 First Republic Bank

Firstbank Puerto Rico  
 Flagstar Bank, N.A.  
 Flat Rate Movers, Ltd.  
 Flying Colours Corp  
 Foley Hoag LLP  
 Forbes Hare  
 Forbes Hare LLP  
 Fortnum Information Security Limited  
 Fox News Network, LLC  
 Freedom Media Ventures Limited  
 Fungwan Trading Inc.  
 Funing Zhang  
 Funky Foundations, Inc.  
 FV Bank International Inc.  
 G Club Holdco I LLC  
 G Club International Limited  
 G Club One  
 G Club Operations LLC  
 G Club Three  
 G Club Two  
 G Club US Operations Inc.  
 G Club US Operations LLC  
 G Clubthree  
 G Fashion  
 G Fashion (Ca)  
 G Fashion Hold Co A Limited  
 G Fashion Hold Co B Limited  
 G Fashion International Limited  
 G Fashion LLC  
 G Fashion Media Group Inc.  
 G Fashion Us Operations Inc.  
 G Live, LLC  
 G Music LLC  
 G News LLC,  
 G Translators Pty Ltd  
 G4S Security Systems (Hong Kong) Ltd.  
 Galaxy Ltd  
 Ganfer Shore Leeds & Zauderer, LLP  
 Gao Bingchen  
 Gbroadcast, LLC  
 G-Club  
 G-Club Investments Limited  
 GCP Investment Advisors SL

G-Edu Inc.  
George L. Su  
Georgiou Payne Stewien LLP  
Gettr USA, Inc.  
GF IP, LLC  
GF Italy LLC  
GFashion Media Group Inc.  
Gfny Inc.  
Ginnel Associates, Inc. (d.b.a. Ginnel Real Estate)  
Gladys Chow  
Glenn Mellor  
Global Group Limited  
Globalist International Limited  
GM 27 LLC  
Gmusic Gnews LLC  
Gnews Media Group Inc.  
G-News Operations, LLC  
Gold Leaf Consulting Limited  
Goldberg Weprin Finkel  
Goldstein LLP  
Golden Gate Himalaya Farm LLC  
Golden Spring (New York) Limited  
Goldfarb & Huck Roth Riojas, PLLC  
Goldfields Money (A Division Of BNK Corporation Limited)  
Golenbock Eiseman Assor Bell & Peskoe LLP  
Gonet & Cie SA  
Gong Jianfen  
Goodman Masson Ltd  
Gordon & Rees Scully Mansukhani LLP  
GPosts LLC  
GPP Srl  
Great Bowery Inc. (d.b.a Camilla Lowther Management)  
Great Lakes Drone Company, LLC  
Green & Sklarz LLC  
Greenberg Traurig, LLP  
Greenwich Land LLC  
Grocyber, LLC  
GS Security Solutions Inc.  
G-Service LLC

G-Translators Pty Ltd  
GTV Media Group, Inc.  
Gui Lin Gao  
Guo Lijie  
Guo Media  
Guo Wenoun  
Guo Wenping  
Guofeng Wan  
Guy Petrillo  
Gwgopnz Limited  
Gypsy Mei Food Services LLC  
Gypsy Mei Productions LLC  
H Shaw Enterprises LLC  
H.R. Owen Dealerships Limited  
H.R. Owen PLC  
Haa Group Pty Ltd.  
Hai Yao  
Haidong  
Haihong Wang  
Hailing Sheng  
Haisong Peng  
Haitham Khaled  
Haitong International Securities  
Halley Chen CPA Professional Corporation  
Hamilton Capital Holding Limited  
Hamilton Capital Holdings Inc  
Hamilton Digital Assets Fund SP  
Hamilton Investment Management Limited  
Hamilton M&A Fund SP  
Hamilton Opportunity Fund SPC  
Hamilton PE Fund SP  
Han Chunguang  
Hancock Whitney Bank  
Hanqiang Lin  
Hao Haidong  
Hao Li  
Hao Zhang  
Haoran He  
Haoyu Wang  
Harcus Parker Limited  
Harney Westwood and Riegels LP  
Hayashi Meiou

Hayman Hong Kong Opportunities Onshore Fund LP  
Hays Specialist Recruitment Limited  
HCHK Property Management Inc.  
HCHK Technologies Inc.  
HCHK Technologies, LLC  
He Bei Yue  
Hua Zhuang Shi Gong Cheng Ltd.  
Head Win Group Limited  
Headwater Service, LLC  
Helen Manis  
Henan Yuda  
Herbert Smith Freehills New York LLP  
Hero Grand Limited  
HGA Property Management  
HHS Capital Inc.  
Hibernia National Bank  
Hidetoshi Fujiwara  
Hilton Management, LLC  
Himalaya Australia Athena Farm Inc.  
Himalaya Australia Pty Ltd.  
Himalaya Boston Mayflower LLC  
Himalaya Currency Clearing Pty Ltd.  
Himalaya Embassy  
Himalaya Exchange  
Himalaya Federal Reserve  
Himalaya International Clearing Limited  
Himalaya International Financial Group Limited  
Himalaya International Payments Limited  
Himalaya International Reserves Limited  
Himalaya Investment LLC  
Himalaya New World Inc.  
Himalaya New York Rock  
Himalaya Shanghai Farm LLC  
Himalaya Supervisory Organization  
Himalaya Uk Club  
Himalaya Ventures LLC  
Himalaya Worldwide Ls  
Hinckley, Allen  
Hing Chi Ngok  
Hiu Laam  
Haam Hiu Sing Chan  
HML Vancouver Sailing Farm Ltd.

Hodgson Russ  
Hogan Lovells International LLP  
Holy City Hong Kong Ventures, Ltd.  
Hong Kong International Funds Investments Limited  
Hong Qi Qu Jian She Group, Ltd.  
Hong Qiu Hong Zeng  
Hongwei Fu  
Hongxia Xu  
Hongxin Ash  
Hou Yuan Chan  
Houser & Allison, APC  
Houston Litstar LLC  
Hp Inc UK Limited  
HSBC Bank USA  
Hsin Shih Yu  
Hua An Xie  
Huang Yao  
Hudson Diamond Holding Inc.  
Hudson Diamond Holding LLC  
Hudson Diamond LLC  
Hudson Diamond Ny LLC  
Hugga LLC  
Hughes Federal Credit Union  
Hui Jin  
Huk Trading Inc.  
I.Com Solutions Limited  
Ice24 SRO  
Ihotry Ltd  
Immobiliara Barbara 2000 SRL  
Imperius Intl. Trade Co. Ltd.  
Indium Software Inc.  
Infinite Increase Limited  
Infinitum Developments Limited  
Infinity Treasury Management Inc.  
Insight Capital  
Insight Phoenix Fund  
Insight Title Services LLC  
International Treasure Group LLC  
Intesa Sanpaolo S.p.a.  
Investors Bank  
Israel Discount Bank Of New York  
Ivey, Barnum & O'Mara LLC

Ivy Capital Advisor Limited  
IW Group Services UK Ltd.  
J Tan Jewelry Design, Inc.  
Jack S. Lipson  
James Pizzarusso  
Jamestown Associates, LLC  
Janco Srl  
Janover LLC  
Japan Himalaya League, Inc.  
Jason Miller  
JDM Staffing Corp.  
Jenner & Block LLP  
Jennifer Fangfang Ding  
Jennifer Mercurio  
Jenny Li  
Jersey, Inc.  
Jesse Brown  
Jessica Mastrogiovanni  
Jetlaw LLC  
Jia Li Wang  
Jia Yang  
Jia Yang Li  
Jiahui Liu  
Jialin Qin  
Jiamei Lu  
Jiaming Liu  
Jian Fan  
Jian Hua Zhang  
Jian Zhong Hu  
Jiang Su Province  
Jian Gong Group Ltd Beijing Branch  
Jiang Yunfu Be  
Jianhai Jiao  
Jianhu Yi  
Jianhua Zheng  
Jianmin He  
Jianshengxie and Jiefu Zheng  
Jianxiao Chen  
Jiayao G  
Jie Zhang  
Jinfeng Wu  
Jing Geng  
Jing Wu

Jinlan Yan  
Jirong Zhang  
JK Chef Collections LLC  
JM Bullion Inc.  
JNFX Ltd.  
John B. Berryhill  
John P. Morgan  
John S Lau  
Jonathan Young  
Joseph Chen  
Joshua I. Sherman  
Jovial Century International Limited  
Joyord Sportswear Limited  
JPMorgan Chase Bank, N.A.  
Jumbo Century Limited  
Jun Chen  
Jun Liu  
Jun Qiao  
Jun Yun Zhang  
June Shi  
Junjie Jiang  
K Legacy Ltd.  
K&L Gates LLP  
Kaen Liu  
Kaixin Hong  
Kalixun Trading Limited  
Kamel Debeche  
Kan Chan  
Karin Maistrello  
Kathleen Sloane  
Kearny Bank  
Kercsmar Feltus & Collins PLLC  
Keyi Ziklie  
Khaled Ashafy  
Kim Thong Lee  
Kin Ming Je  
Kin Ming Je/William Je  
Kionasoft LLC  
Kirkland & Ellis LLP  
Kopple, Klinger & Elbaz, LLP  
Kroll, LLC  
Kui Cheng  
Kyle Bass

Kyrgyz-Swiss Bank CJSC  
LA International Foundation  
Labarbiera Custom Homes  
Lai Lau  
Lake City Bank  
Lalive Sa  
Lamp Capital LLC  
Lan Gu  
Lan Lin  
Lao Jiang  
Law Firm of Callari Partners, LLC  
Law Office of Richard E. Signorelli  
Law Offices of Ronald I. Chorchos, LLC  
Lawall & Mitchell, LLC  
Lax & Neville LLP  
Lazare Potter Giacomis & Moyle  
Leading Shine Limited  
Leading Shine Ny Ltd  
Lee Chu  
Lee Vartan  
Leewayhertz Technologies  
Legends Owo, LLC  
Leicester Hill Infomatics LLC  
Leonard Scudder  
Lexington Property And Staffing Inc.  
Li Liu  
Li Long  
Li Sho Yo  
Li Tang  
Li Zhang  
Liang Liu  
Lianying Su  
Liapull S.R.L.  
Liberty Jet Management Corp.  
Lihong Zhuang  
Lihong "Sara" Wei Lafrenz  
Limarie Reyes  
Limarie Reyes Molinaris  
Lin Dang  
Lin Xin  
Linda He Cheung  
Linwan "Irene" Feng  
Liu Dongfang

LLC STZ Fund No. 1  
Lloyds Bank PLC  
Lobel Modern NYC  
Logan Cheng (f.k.a .Shuiyan Cheng)  
Long Gate Limited  
Loro Piana S.P.A.  
Lukasz Lasota  
Luminescence Co. Ltd  
Luxury Cleaning, Inc.  
Lyzon Enterprises Corporation  
M&T Bank  
Ma Xingchao  
Macaron Limited  
Macdonald  
Major Lead International Limited  
Makayla Randall  
Mandelli USA, Inc.  
Manhattan Motorcars, Inc.  
Manuel Martinez Anzaldua  
Manufacturers and Traders Trust Company  
Mar-A-Lago  
Mar-A-Lago Club LLC  
Marcella Monica Falciani  
Marcum LLP  
Marini Pietrantonio  
Muniz LLC Marino, Zabel & Schellenberg,  
PLLC  
Mark Gunderson  
Martha Jeffery  
Mary Dowdle (A.K.A. Muffin Dowdle)  
Mary Fashion S.P.A.  
Mary Jiang  
Maunakai Capital  
Max Fei  
Max Krasner  
Maya Fawaz  
Maywind Trading LLC  
McDonnell & Whitaker LLC  
McElroy, Deutsch, Mulvaney & Carpenter,  
LLP McLaren Racing Limited  
McManimon, Scotland & Baumann, LLC  
Medical Supply System International LLC  
Medici Bank International LLC

Mei Kuen Kwok  
 Meien Kikuchi  
 Meister Seelig & Fein PLLC  
 Melissa Francis  
 Melissa Mendez  
 Mengyao He  
 Mercantile Bank International Corp.  
 Mercantile Global Holdings, Inc.  
 Mercedes-Benz Manhattan, Inc.  
 Meta Platforms Inc.  
 Metro Bank PLC  
 Metro Credit Union  
 Metropolitan Commercial Bank  
 Metropolitan Bank Holding Corp.  
 MF19 Inc.  
 Mi Kyung Yang  
 Michael Baranowitz  
 Michael Li & Co.  
 Michael S. Weinstein  
 Microsoft Corporation  
 Midfirst Bank  
 Miho Nishimura  
 Miles Guo  
 Miles Gwok  
 Miller Motorcars Inc.  
 Mimaii Nz Limited  
 Min Yang  
 Mindy Wechsler  
 Ming Ni  
 Ming Wu  
 Minghua Zhang  
 Mingrui Zhao  
 Mintz & Gold LLP  
 Mishcon De Reya LLP  
 Moa-Fu  
 Modsquad Inc.  
 Moran Yacht Management, Inc.  
 Morgan Stanley  
 Moritt Hock & Hamroff  
 Morrison Cohen LLP  
 Morvillo Abramowitz Grand Iason & Anello  
 P.C.  
 Mos Himalaya Foundation Inc.

Mosaicon Shoes SRL  
 Mountains Of Spices Inc. Murtha Cullina  
 LLP Mzc Financial Inc.  
 N.A.R. Enterprises Inc.  
 N87 Inc.  
 Nadeem Akbar Name Corp LLC  
 Nardello & Co., LLC  
 National Australia Bank Limited  
 National Bank Of Arizona (A Division of  
 Zions Bancorporation NA)  
 National Sweepstakes Company, LLC  
 Nav Consulting Inc.  
 Nav Fund Services (Cayman) Ltd.  
 Nealon Law LLC  
 New Dynamic Development Limited  
 New Federal State Of China  
 New Mulberry Pte Ltd.  
 New Treasure LLC  
 New York Mos Himalaya LLC  
 Nexbank  
 Next Tycoon Investments Limited  
 Nicholas F. Savio  
 Ning Li Ning Zhao  
 Nium, Inc.  
 Noble Fame Global Limited  
 Nodal Partners, LLC  
 Norris Mclaughlin, P.A.  
 Novelty Hill Ltd.  
 NRT New England LLC (d.b.a. Coldwell  
 Banker Residential Brokerage)  
 Nuoxi Liu  
 NYC Department of Finance  
 O.S.C. Orbit II Service Company LLC  
 O.S.C. Orbit Service Company LLC  
 O'Melveny & Myers LLP  
 O'Neal Webster  
 Oasis Tech Limited  
 Ocorian Consulting Ltd  
 Offensive Shield Ltd  
 Ogier  
 Ohtzar Shlomo Solomon Treasure LLC  
 Old National Bank  
 Olina Clemens

Olshan Frome Wolosky LLP  
Omicron Nutraceutical LLC  
On The Spot Home Improvement, Inc.  
Open Bank  
Oriental Bank  
Oro Mont Alpi Srl  
Osc Orbit Service Company LLC  
O'Sullivan McCormack Jensen & Bliss PC  
Oxford Visionary Ltd.  
Pacific Alliance Asia Opportunity Fund L.P.  
Pak Siu Leung  
Pallas Partner LLP  
Parrett Porto Parese & Colwell, P.C.  
Pastore LLC  
Paul Weiss  
Payrnet Limited Peilun Hu  
Peiru Luo  
Pellettieri Di Parma SRL  
Pengcheng Zhang  
Petrillo Klein & Boxer LLP  
Pharos Capital Ltd.  
Phillips Nizer LLP  
Phoenix Crew IC Limited  
Pick & Zabicki LLP  
Pillsbury Winthrop Shaw  
Pittman LLP  
Pixshow Film Inc.  
PNC Bank  
PNC Bank Financial Services Group, Inc.  
PNC Financial Services Group, Inc.  
Post Oak Motor Cars LLC  
Post Oak Motors, LLC  
Prager Dreifuss Ag  
Premiere Accounting Solutions Ltd  
Prime Trust LLC  
Promemoria USA Inc.  
Prominent Properties Sotheby's  
Pullman & Comley, LLC  
Putnam's Landscaping LLC  
Qi Yong  
Qiang Cheng  
Qiang Fu  
Qiang Guo

Qiang Hu  
Qidong Xia Qin Yu  
Qing "Serena" Cai  
Qingtian Yuan  
Qiong Bin Fu  
Qionggui Yan  
Qiqhua Fan  
Qiu Yu  
Qiu Yue Shou  
Qiuria Li  
Qu Guojiao  
Quick-Equip LLC  
Quiju Jia  
Quinones Law PLLC  
Qun Ju  
Raich Ende Malter Co. LLP (a.k.a. Raich  
Ende Malter & Company)  
Randazza Legal Group, PLLC  
RBB Bancorp / Royal Business Bank  
Reach Manufacturing, LLC  
Red Team Partners  
Redfin Corporation  
Redis Lab, Inc.  
Reid and Riege PC  
Reinhard Plank S.R.L.  
Renfeng Shi  
Restoration Hardware, Inc  
Reverence Capital Partners Opportunities  
Fund I Revolut Ltd.  
Richard Leahy  
Richard N. Freeth  
Richmond Strategic Advisors, LLC  
Ridwan Mamode Saib  
Rilievi Group S.R.L.  
Rising Sun Capital Ltd.  
River Valley Operations LLC  
Rm Auctions Deutschland Gmbh  
RM Sotheby's / RM Auctions 2022  
Roadway Moving and Storage, Inc.  
Roadway Moving Inc.  
Robinson & Cole LLP  
Rockland Trust Company  
Roger Smee



Rong Hu  
 Rong Jiang  
 Rong Zhang  
 Rongliang Starks  
 Rongrong Li  
 Roscalitar2  
 Ross Heinemeyer  
 Rosy Acme Ventures Limited  
 Roy D. Simon  
 Rui Hao  
 Ruizheng An  
 Rule of Law Foundation III Inc.  
 Rule of Law Society IV Inc  
 Ruquin Wang  
 RV Retailer East, LLC  
 Ryan Chengran Zhang  
 Sail Victory Limited  
 Samuel Dan Nunberg  
 Santander Bank, N. A.  
 Saraca Media Group Inc.  
 Savio Law LLC  
 Saxe Doernberger & Vita, P.C.  
 Scarabaeus Wealth Management AG  
 Schulman Bhattacharya, LLC  
 Scott Barnett  
 Seacoast National Bank  
 Sean Lynch  
 Sedgwick Realty Corp.  
 Selas Montbrial Avocats  
 Seven Mission Group LLC  
 SGB Packaging Group, Inc.  
 Shalom B. LLC (d.b.a. Asher Fabric  
 Concepts) Shalyen Music LLC  
 Shane D Shook  
 Shao Hong Chiu  
 Shaobing Li  
 Shapiro Arato Bach LLP  
 Shapiro, Dorry, & Masterson LLC  
 Shengjie Fu  
 Sherry-Lehmann, Inc  
 Sherry-Netherland, Inc.  
 Shi Jia Zhuang Zhen Yuan Jian Zhu An  
 Zhuang Gong Cheng Ltd Beijing First

Shibin Zhang  
 Shin Hsin Yu  
 Shing Seung Ankerite Engineering Ltd  
 Shiny Ace Innovation Co Ltd  
 Shiny Ace Limited  
 Shiny Times Ltd.  
 Shipman and Goodwin  
 Shipman, Shaiken & Schwefel, LLC  
 Shiqi Wang  
 Shiyong Li  
 Shiyuan Zhang  
 Shizhong Zhang  
 Shuang Wang  
 Shujuan Milne  
 Shunjun Li  
 Sidley Austin LLP  
 Signature Bank, N.A.  
 Silvergate Bank  
 Sing Ting Rong  
 Sirius Networking Inc.  
 Siu Ming Je  
 Slaughter Law Group, PC  
 Smaragdus Mamzeris  
 Sod Stone Offroad Design Gmbh  
 Softcat PLC  
 Solazzo Calzature S.R.L.  
 Solomon Treasure Antiques  
 Songyi Chen  
 Sotheby's International Realty  
 Sotheby's International Realty Affiliates LLC  
 Spears & Imes, LLP  
 Spears Manning & Martini LLC  
 Spirit Charter Investment Limited  
 Spotify Technology S.A.  
 Spotify USA, Inc.  
 Standard Chartered Bank  
 Standard Chartered Bank USA  
 Staples (d.b.a. Staples Building Solutions)  
 Starling Bank Ltd  
 Stephen Kindseth  
 Stephen Wong  
 Steptoe LLP  
 Sterling National Bank

Steve Bannon  
 Stevenson Wong  
 Stichting Duurzame  
 Stokes Lawrence, PS  
 Stokesbury, Shipman & Fingold, LLC  
 Strategic Vision LLC  
 Streusand, Landon, Ozburn And Lemmon,  
 LLP Stroock & Stroock & Lavan LLP  
 Structure Design Build LLC  
 Studio Cataldi Group Srl  
 Style Eyes Inc. (d.b.a. Ginger Finds)  
 Summer L. Bridges  
 Super Star Project Limitedo  
 Supreme Ebanq Global Ltd.  
 Supreme Fintech U.S. LLC  
 Supreme Sg Pte Ltd  
 Swans Team Design Inc.  
 Taixin Fu  
 Takahashi Hiroyuki  
 Talha Zobair  
 Tao An  
 Tao Zhang  
 Tao Zheng  
 Target Enterprises, LLC  
 Tarter Krinsky Drogin, LLP  
 Taurus Fund LLC  
 Taurus Management LLC  
 Tavares Cutting Inc.  
 TD Avenue (The Diamond Avenue)  
 TD Bank, N.A.  
 Telehouse International Corporation Of  
 Europe Ltd  
 Teli Chen  
 Teneo Ltd UK  
 Teris-Phoenix, LLC  
 The Bancorp Bank  
 The Bank Of Princeton  
 The Casper Firm  
 The Clear Creek Group, LLC  
 The Currency Cloud Limited  
 The Deputy Group, LLC  
 The First Bank Of Greenwich  
 The Francis Firm PLLC

The Gertz File Investigative Reporting  
 Project Inc  
 The Golden Sealine Limited  
 The Law Office Of Matthew Matheney LLC  
 The Law Offices Of Rafael A. Vargas  
 The Lost Draft LLC  
 The Quinlan Law Firm, LLC  
 The Sherry-Netherland Hotel  
 The Sherry-Netherland, Inc.  
 The Strong Firm, P.C.  
 Theriault Law, P.C.  
 Thomas Guarino (a.k.a. Thomas Guarino II)  
 Thomas McHale  
 Thomas Ragland  
 Three Treasure LLC  
 Tian Liang  
 Tian Shu Huang  
 Tingyi Wei  
 Tm Primrose Limited  
 Togut, Segal and Segal LLP  
 Tokyoseiki Co. Ltd.  
 Tong Le International  
 Trading Co., Ltd.  
 Top California Beach Corp.  
 Top Target General  
 Trading LLC  
 Trasco Bremen GMBH  
 Triple2 Digital LLC  
 Troutman Pepper Hamilton Sanders LLP  
 Troy Law PLLC  
 Troy Legal, PLLC  
 Trustco Bank  
 TT Resources 1 Pty Ltd.  
 Tut Co. Limited  
 U.S. Bank National Association  
 U.S. Legal Support, Inc.  
 UBS Ag  
 UBS Ag (London Branch)  
 UK Himalaya Ltd.  
 UK Import Services Limited  
 Una Manyee Wilkinson  
 United Bank  
 United States of America

Unitedlex  
Updike, Kelly & Spellacy P.C.  
Urban Legend Media, Inc  
US Himalaya Capital Inc.  
US Himalaya Ltd.  
V.X. Cerda & Associates P.A.  
Valley National Bank  
Vandenloom Inc.  
Vantage West Credit Union  
Verdolino & Lowey  
Veritext  
Versace USA, Inc.  
VFT Solutions Inc.  
Victor Cerda  
Victor-Oasis Consultancy Limited  
Vision Knight Capital (China) Fund  
Voice Of Guo Media, Inc.  
Vx Cerda & Associates  
Wa & Hf LLC  
Wallex Digital LLC  
Wallex Pay LLC  
Wallex Technologies Pte Ltd.  
Wanci Jiao  
Wang's Realty Management Service Inc.  
Ward & Berry, PLLC  
Warren Law Group  
Warroom Broadcasting & Media  
Communications LLC  
Waycap S.P.A.  
Weathertest Company Inc.  
Webster Financial Corporation  
Weddle Law PLLC  
Wedlake Bell LLP  
Wei Hong Xie  
Wei She  
Wei Zhang  
Weican ("Watson") Meng  
Weiguo Sun  
Weihua Li  
Weiwei Qian  
Weixiang Ge  
Weiyi Wang  
Well Origin Ltd.

Wells Fargo Bank, N.A.  
Wen Lin  
Wencong Wang  
Wenfeng Hu Weng  
Wenhua Gong  
Westy's Storage  
Whitecroft Shore Limited  
Whitman Breed Abbott & Morgan LLC  
Whole Alpha Trading LLC  
Wildes & Weinberg, P.C.  
William Bradley Wendel  
William Gertz  
William Je (Je Kin Ming)  
Williams & Connolly  
Wilson Elser Moskowitz Edelman & Dicker  
LLP  
Wings Insurance Agency, Inc.  
Wise Creation International Limited  
Wise Us, Inc.  
Wolf Haldenstein Adler Freeman & Herz  
LLP Womble Bond Dickinson (US) LLP  
World Century Limited,  
Worldwide Opportunity Holdings Limited  
Wu Zheng  
Xia Chunfeng  
Xianhong Zhang  
Xiao Huang  
Xiao Rui Wang  
Xiao Yan Zhu  
Xiaobo He  
Xiaodan Wang  
Xiaolan Zhao  
Xiaoli Ma  
Xiaoli Xu  
Xiaomei Zhao  
Xiaoming Liu  
Xiaoxiao Lin  
Xiaoyan Ba  
Xili Zhai  
Xin Li  
Xingyu Yan  
Xinhui Liao  
Xinrong Li

Xiqui ("Bob") Fu  
Xiuling Tang  
Xue Wang  
Xuebing Wang  
Xuehai Liu  
Xun Deng  
Ya Li  
Yachtzoo Sarl  
Yafan Chang  
Yan Chun Liu  
Yan Gao  
Yan Huang  
Yan Liu  
Yancheng Chen  
Yang Hai  
Yang Jun Zheng  
Yang Lan  
Yang Yang  
Yangping Wang  
Yankwitt LLP  
Yanming Wang  
Yanping Wang  
Yanping Yvette Wang  
Yanyun Ren  
Yaping Zhang  
Yaz Qingua  
Yeliang Xia  
Yi Li  
Yi Lin  
Yi Wen  
Yi Zhao  
Yi Zhou  
Yieldesta L.P.  
Yiming Zhang  
Ying Liu  
Yinying Wang (a.k.a. Xiao Fei Xiang)  
Yong Chun Li  
Yong Zhang  
Yongbing Zhang  
Yongping Yan (a.k.a. Shan Mu)  
Yossi Almani  
Youtube, LLC

Yu Xia Li  
Yuan Zhou  
Yuanlin Liu  
Yue Hua Zhu Shi  
Yue Zhou  
Yuechen Lan  
Yuhong Pei  
Yujia Wang  
Yuk Moey Mary Yap  
Yuky Yun Liu  
Yulin Yao  
Yumei Hu  
Yunfa Wang  
Yunfu Jiang  
Yunteng Lu  
Yunxia Wu  
Yuqiang Qin  
Yuxiang Chen & Jia You JT Ten  
Yvette Wang  
Zeichner Ellman & Krause LLP  
Zeisler & Zeisler, P.C.  
Zendesk Inc  
Zeta Global Corp.  
Zhang Lin  
Zhang Wei  
Zheng Rui He  
Zheng Wu (a.k.a. Bruno Wa)  
Zhenghua Shen  
Zhengjun Dong  
Zhenpeng Li  
Zhixuan Li  
Zhixuan Li  
Zhizhe "Frank" Dong  
Zhongyi Ma  
Zhou Baojin  
Zhou Hai Yang  
Zhuoer "Joe" Wang  
Zi Ye  
Ziba Limited  
Zihan Liu  
Zikun Wang  
Zyb & Associates, LLC

**SCHEDULE 2****Disclosure Schedule**

<b>Matched Entity</b>	<b>Relationship to Debtor</b>	<b>Relationship to K&amp;K</b>
UBS AG (London Branch)	Other Interested Parties	Affiliate of current client in unrelated matters
JPMorgan Chase Bank	Other Interested Parties	Current client (in its capacity of Trustee for certain pension trust funds) in unrelated matters
East West Bank	Other Interested Parties	Former client in an unrelated matter
FFP (BVI) Limited	Other Interested Parties	Current client (in its capacity as Court-appointed Liquidator) in an unrelated matter
JNFX LTD.	Other Interested Parties	Current client in an unrelated matter
M&T Bank/People's United Bank	Other Interested Parties	Former client in an unrelated matter
Andrew Childe	Other Interested Parties	Current client (in his capacity as Court-appointed Liquidator) in an unrelated matter
Deutsche Bank Trust Company America	Other Interested Parties	Affiliate of current client in unrelated matters
U.S. Bank National Association	Other Interested Parties	Former client in unrelated matters