IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[1] Debtor.	Case Number: 26-02880-JD Chapter 11, Subchapter V

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF K&L GATES LLP AS BANKRUPTCY CO-COUNSEL TO DEBTOR EFFECTIVE AS OF THE PETITION DATE

Sea Palms Condominium Council of Co-Owners, (the "Debtor" or "Association") hereby submits this *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of K&L Gates LLP as Bankruptcy Co-Counsel to Debtor Effective as of the Petition Date* (this "Application"), seeking entry of an order approving the employment of the law firm K&L Gates LLP ("K&L Gates" or the "Firm"), effective as of the Petition Date (defined below), to represent Debtor as co-counsel in the above captioned bankruptcy proceeding (the "Chapter 11 Case"). In support of this Application, Debtor relies upon; (i) the *Declaration of Daniel M. Eliades in Support of Debtor's Application for Entry of an Order Authorizing the Employment and Retention of K&L Gates LLP as Bankruptcy Co-Counsel to Debtor Effective as of the Petition Date*, attached hereto as **Exhibit A** (the "Eliades Declaration"), and (ii) the *Disclosure of Compensation of Attorney for Debtor* (the "2016(b) Statement"). Also attached hereto as **Exhibit B** is a proposed form of order (the "Proposed Order") granting and approving this Application. In further support of this Application, Debtor respectfully states as follows:

[1] The last four digits of the Debtor's tax identification number are 0191.

JURISDICTION, VENUE AND STATUTORY PREDICATES

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for relief sought herein are sections 327(a), 328, 329, and 330 of title 11 of the United States Code (the "Bankruptcy Code"); rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); rule 2016-1 of the Local Rules for the United States Bankruptcy Court for the District of South Carolina (the "Local Rules").

BACKGROUND[2]

4. On June 26, 2026, the Debtor filed for protection under chapter 11 of the Bankruptcy Code. Debtor is operating its business and managing its affairs as debtor in possession pursuant to section 1184 of the Bankruptcy Code. No official committee has been appointed in the Chapter 11 Case, and no request has been made for removal of the Debtor as debtor in possession.

5. The Association is an unincorporated association of owners at the Property (defined below) organized under the laws of the State of South Carolina. (First Day Declaration ¶ 6).

6. The Bylaws for the Association were dated September 24, 1984, and recorded on October 10, 1984, in Book 302 at Page 249 with the Clerk of the Court's office for Colleton County, South Carolina (the "Clerk's Office"). (First Day Declaration ¶ 7).

7. The Association was created by the Declaration of Horizontal Property Regime, Master Deed and Bylaws, Sea Palms Condominium, Fairfield Ocean Ridge, Colleton County, South Carolina (the "Declaration of Horizontal Property Regime") dated September 24, 1984, and

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[2] For a detailed description of Debtor and its businesses, Debtor respectfully refers the Court and parties in interest to the *Declaration of Kent Lovett in Support of Debtor's Chapter 11 Petition and Application for First Day Relief* [Docket Number [8]] (the "First Day Declaration").

recorded on October 10, 1984 in Book 302 at Page 209 in the Clerk's Office. The Declaration of Horizontal Property Regime was amended by that certain Supplemental Declaration to Declaration of Horizontal Property Regime, Master Deed and By-Laws, Sea Palms Condominium, Fairfield Ocean Ridge, Colleton County, South Carolina ("Supplemental Declaration") dated July 22, 1985 and recorded on August 1, 1985 in Book 322 at Page 8 in the Clerk's Office; that certain Amendment to The Sea Palms Condominium Horizontal Property Regime, Elimination of Phase III ("Amendment") dated December 5, 1985 and recorded on December 16, 1985 in Book 334 at Page 98 in the Clerk's Office; and that certain Second Amendment to Horizontal Property Regime, Master Deed and By-Laws, Sea Palms Condominium ("Second Amendment") dated December 8, 2023 and recorded on February 12, 2024 in Book 3285 at Page 226 in the Clerk's Office. The Declaration of Horizontal Property Regime, Supplemental Declaration, Amendment, and Second Amendment are collectively referred to as the "Declaration." (First Day Declaration ¶ 9).

8. The Declaration submits the property identified in the Declaration to an interval ownership. (First Day Declaration ¶ 10).

9. Pursuant to Section l of Article II of the Declaration, "*'Unit' shall have the same meaning as the term '"Apartment'" as used in this Declaration and defined in the [Horizontal Property] Act.*" (First Day Declaration ¶ 11).

10. Pursuant to Section O(1) of Article II of the Declaration, "*'Interval Ownership' is a concept whereby Apartments and the share of common elements assigned to the Apartments are conveyed for periods of time, the purchaser receiving a stated time period for a period of years together with a remainder over in fee simple as a tenant in common with all other purchasers of "Unit Weeks" in each particular Apartment upon termination of the Interval Ownership program in accordance with this Master Deed.*" (First Day Declaration ¶ 12).

11. Pursuant to Section O(3) of Article II of the Declaration, "*'Unit Weeks' shall consist of individual Unit Weeks which shall each be an interest in a Unit and shall thereby constitute an interest therein for stated periods of time per year for a stated number of years together with a remainder interest in the Apartment in fee simple.*" (First Day Declaration ¶ 13).

12. Pursuant to Section O(4) of Article II of the Declaration, "*'Unit or Apartment Committed to Interval Ownership' shall be any Apartment sold under a plan of Interval Ownership.*" (First Day Declaration ¶ 14).

13. Pursuant to Section O(2) of Article II of the Declaration, "*'Unit Week Owner' or 'Interval Owner' shall mean a person owning one or more of said Unit weeks, whether entirely or jointly or in common with others.*" (First Day Declaration ¶ 15).

14. Pursuant to Section M of Article II of the Declaration, "*'Unit Week Purchaser' or 'Purchaser' shall mean any individual, person, corporation, partnership or other legal entity, including his or its heirs, assigns, or successors, who purchases a Unit Week from the Developer either by cash payment or by an installment sales contract.*" (First Day Declaration ¶ 16).

15. Pursuant to Article II of the Declaration, "*Unless it is plainly evident from the context that a different meaning is intended, [] general common elements (generally referred to herein as common elements) [] shall have [] the meanings stated in said 'Horizontal Property Act.'*"[3] (First Day Declaration ¶ 17).

16. Each Unit Week Owner or Interval Owner is also referred to herein individually as an "<u>Association Member</u>" and collectively as "<u>Association Members.</u>" (First Day Declaration ¶ 18).

[3] S.C. Code Ann. § 27-31-10 et seq.

17. The property subject to the Declaration, and governed by the Association, has its principal place of business at #1 King Cotton Road, Edisto Beach, South Carolina 29438; however, its physical address is 371-395 Sea Clouds Circle, Edisto Beach, SC 29438 and it is commonly known as *Sea Palms Condominium* (the "Property"). The Property consists of six (6) buildings containing between four (4) and six (6) Units each as well as common elements. (First Day Declaration ¶ 19).

18. The Property is operated as a timeshare community. (First Day Declaration ¶ 20).

19. The Property contains twenty-five (25) total Units, which are operated as a timeshare. Each Unit contains fifty-two (52) Unit Weeks. (First Day Declaration ¶ 24).

20. There are 1,300 Unit Weeks at the Property. (First Day Declaration ¶ 28).

21. As of May 8, 2026, the Association owns 58 Unit Weeks at the Property together with a concomitant share of the common elements (the "Association Interest"). The Association Interest comprises approximately 4.46% of the total Unit Weeks at the Property. The Association owns the Association Interest as a tenant-in-common with all Interval Owners at the Property. The Unit Weeks owned by the Association are sometimes referred to as maintenance weeks. (First Day Declaration ¶ 30).

22. According to the records of the Association, as of May 8, 2026, First American Trust, FSB, as Trustee, Duly Appointed Under the Declaration of Trust for the Club Wyndham Access Vacation Ownership Plan ("First American Trust, as Trustee") owns 798 Unit Weeks at the Property, and a concomitant share of the common elements at the Property. First American Trust, as Trustee, owns approximately 61.38% of the total Unit Weeks at the Property. First American Trust, as Trustee, is a tenant in common with all other Interval Owners at the Property as well as the Debtor. (First Day Declaration ¶ 31).

23. According to the records of the Association, as of May 8, 2026, Wyndham Vacation Resorts, Inc. ("WVR") owns 226 Unit Weeks at the Property, and a concomitant share of the common elements at the Property. WVR owns approximately 17.38% of the total Unit Weeks at the Property. WVR is a tenant in common with all other Interval Owners at the Property as well as the Debtor. (First Day Declaration ¶ 32).

24. According to the records of the Association, as of May 8, 2026, the remaining 218 Unit Weeks, and a concomitant share of the common elements, are owned by other Interval Owners. These Interval Owners own approximately 16.78% of the total Unit Weeks at the Property as tenants in common with all other Interval Owners as well as the Debtor. (First Day Declaration ¶ 33).

25. Upon information and belief, Club Wyndham Access Vacation Ownership Plan[4] has offered to acquire certain Interval Owners' Unit Weeks in the Property, in exchange for certain consideration. Debtor is not and will not be a party to any such transaction. (First Day Declaration ¶ 34).

26. Debtor is operating its business and managing its affairs as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

[4] Upon information and belief, pursuant to the Declaration of Covenants, Conditions and Restrictions; Grant and Reservation of Easements for Club Wyndham Access Vacation Ownership Plan ("CWA"), dated January 3, 2008, as amended, supplemented or restated from time to time (the "Club Declaration"), PTVO Owners Association, Inc. ("PTVO"), a non-stock, non-profit corporation duly organized and existing under the laws of the State of Delaware, and WVR created a multi-site timeshare program known as Club Wyndham Access. Upon information and belief, pursuant to a Declaration of Trust for CWA dated as of January 4, 2008, as amended, supplemented or restated from time to time, (the "Trust Declaration") PTVO and WVR created an irrevocable trust to hold legal title to certain real property interests in one or more resort properties ("Club Properties") that have been subjected to the Club Declaration. Upon information and belief, the Club Properties are deeded to First American Trust, a Federal Savings Bank ("First American Trust"). Upon information and belief, First American Trust, as Trustee is the trustee under the Trust. Declaration. Upon information and belief, PTVO is the beneficiary under the Trust Declaration.

RELIEF REQUESTED

27. By this Application, Debtor seeks authorization to employ and retain K&L Gates as its co-counsel in connection with the filing and prosecution of this Chapter 11 Case, effective as of the Petition Date, pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a), 2016, and 6003 and in accordance with the terms of the Engagement Letter (defined below). In support of this Application, Debtor submits the Eliades Declaration and the 2016(b) Statement.

28. Debtor believes that it is in the best interest of its estate to retain K&L Gates as co-counsel in this Chapter 11 Case. Debtor understands that the attorneys at K&L Gates engaged in this matter are authorized to practice in this Court, or will seek admission pro hac vice, and are qualified to advise Debtor on its relations with, and responsibilities to, the creditors and other interested parties in the Chapter 11 Case.

K&L GATES'S QUALIFICATIONS

29. Debtor seeks to retain K&L Gates as its co-counsel in light of the Firm's extensive knowledge, expertise, and experience in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code. K&L Gates is well qualified to serve as Debtor's co-counsel in this Chapter 11 Case. K&L Gates is a global law firm with a national and international practice and has substantial experience in virtually all aspects of the law that may potentially arise in connection with the Chapter 11 Case, including bankruptcy, not-for-profit corporations, finance, litigation, real estate, and transactional matters (including mergers and acquisitions). In addition, K&L Gates professionals have significant experience in representing developers, associations, and other parties in restructuring and/or the sale of timeshare resorts, including in bankruptcy cases. K&L Gates's restructuring and insolvency practice group consists of dozens of attorneys practicing in offices throughout the United States and overseas.

30. Since its initial engagement in August of 2025, K&L Gates has gained significant knowledge about the Association, its history, capital structure, governance, business operations, financial condition, the Property, and related matters. K&L Gates's professionals have worked closely with Debtor's Board of Directors, management and other professionals regarding, among other things, governance and financial matters, a pre-petition request to the Board for a special membership meeting of Association Members, the notice of a special meeting (prepared by K&L Gates) issued to all Association Members, and the special membership meeting (which K&L Gates attended and provided a presentation to Association Members)[5]. Due to the prior work performed by K&L Gates on behalf of Debtor as well as in preparing for the Chapter 11 Case, K&L Gates has become familiar with Debtor's business and affairs and many of the potential legal issues that may arise in the context of the Chapter 11 Case. K&L Gates's knowledge regarding Debtor and its management team will result in effective and efficient services in the Chapter 11 Case.

31. Debtor has reviewed the Firm's hourly rates and has determined that K&L Gates's rates are reasonable. K&L Gates further informed Debtor that the Firm operates in both national and regional marketplaces for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, the Firm's expertise, performance, and reputation, the nature of the work involved, as well as other factors. The hourly rates K&L Gates charged Debtor prior to the Petition Date are the same as the rates K&L Gates has indicated it will charge Debtor post-petition. K&L Gates has informed Debtor (and discloses herein) that the Firm's hourly rates are subject to periodic adjustments to reflect economic and other conditions.

[5] Pre-petition, at a duly called and conducted special meeting of the Association Members (pursuant to the Bylaws), the requisite number of Association Members voted to authorize the Board to file a chapter 11 bankruptcy petition for the Association to, among other things and subject to Bankruptcy Court approval, market and sell the entire Property, free and clear of the interests of all Interval Owners and other Association Members, with such interests to attach to the proceeds of sale, subject to distribution pursuant to Bankruptcy Court order. Over 99.99% of the voting interests present at the meeting (in person or by proxy) voted in favor of the questions on the ballot at the special meeting of Association Members.

32. Debtor supervises all legal fees and expenses in order to reasonably manage costs. Debtor recognizes that it is its responsibility to closely monitor the billing practices of its counsel to ensure that the fees and expenses paid by Debtor's estate remain consistent with Debtor's expectations and the exigencies of the Chapter 11 Case. As it did pre-petition, Debtor will continue to review and monitor professional fees and expense reimbursement requests for reasonableness.

33. In sum, Debtor believes that K&L Gates is both well-qualified and uniquely able to represent it in an efficient and timely manner, and that the services of K&L Gates are necessary and essential to Debtor's performance of its duties as debtor in possession.

SERVICES TO BE PROVIDED

34. Debtor seeks to retain K&L Gates to render general legal services as its bankruptcy co-counsel throughout its Chapter 11 Case. Among other things, K&L Gates has and would provide services to the Debtor and its estate including, but not limited to, services in connection with (i) governance of the Association; (ii) the marketing, bidding and sale procedures for the Property, and matters relating thereto; (iii) efforts to obtain judgment(s) against Association Members (by consent or otherwise) authorizing the sale of Debtor's undivided interest in the Property, jointly with the sale of the interests of the Association Members, pursuant to 11 U.S.C. §363(h) and/or other applicable provisions of the Bankruptcy Code, and matters relating thereto; (iv) seeking Bankruptcy Court authorization to sell the Property free and clear of the interests of all Association Members, liens and encumbrances, with such interests to attach to the proceeds of sale, subject to distribution by Bankruptcy Court order in accordance with 11 U.S.C. §§363(b), (f), (h), (i), and/or (j) and/or other applicable provisions of the Bankruptcy Code, and matters relating thereto; (v) closing the sale of the Property, and matters relating thereto, including but not limited to termination or amendment of the timeshare plan for the Property effective at or prior to closing of the sale; (vi) the process to obtain Bankruptcy Court authorization to distribute net sale proceeds

(after costs of administration and sale) as well as all remaining property, cash and reserves of the Association; (vii) consulting with the Board and other professionals retained by the Debtor regarding preparation and prosecution of a plan of liquidation for the Debtor, preparation of a plan, and pursuit of confirmation thereof; (viii) dissolution of the Association following sale and distribution pursuant to a confirmed plan of liquidation or other Bankruptcy Court order; and/or (ix) communicating with the Bankruptcy Court, United States Trustee, sub-chapter V trustee, professional engaged by Debtor, the Board, Association Members, and other parties in interest regarding all or some of the above.

35. K&L Gates will also provide the following services to Debtor in the Chapter 11 Case, which list is not exhaustive:

(i) advising Debtor with respect to its rights, powers, and duties as debtor-in- possession in the continued management and operation of its business and assets, as well as management of the Property;

(ii) advising Debtor with respect to the conduct of the Chapter 11 Case, including all legal and administrative requirements imposed by the Bankruptcy Code and Bankruptcy Rules;

(iii) taking all necessary actions to protect and preserve Debtor's estate, including the prosecution of actions on Debtor's behalf, the defense of any actions commenced against Debtor, the negotiation of disputes in which Debtor is involved, and the preparation of objections to claims filed against Debtor's estate;

(iv) preparing on behalf of Debtor all necessary motions, applications, answers, orders, reports, and other papers in connection with the administration of Debtor's estate;

(v) taking all necessary actions in connection with any chapter 11 plan and related disclosure statement and all related documents, and such further actions as may be required in connection with the administration of Debtor's estate;

(vi) appearing before the Court and any other courts to represent the interests of Debtor's estate;

(vii) attending meetings and representing Debtor in negotiations with representatives of creditors and other parties-in-interest;

(viii) negotiating and preparing documents and pleadings relating to the disposition of assets as requested by Debtor, including in connection with the marketing and sale of Debtor's interest in the Property together with the interests of all Association Members in the Property;

(ix) advising Debtor on transactions and matters relating to any sale of Debtor's assets, including the Association Interest together with the interests of all Association Members in the Property; and

(x) performing such other legal services for Debtor as may be necessary and appropriate in the administration of these Chapter 11 Case, including: (i) analyzing Debtor's leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against Debtor's assets; and (iii) advising Debtors on corporate matters and governance issues.

36. By separate applications, Debtor has asked or intends to ask the Court to approve the retention of (a) Omni Agent Solutions, Inc. as its notice, claims and solicitation agent, (b) Hilco Real Estate, LLC as its real estate broker and adviser, and (c) Campbell Law Firm ("Campbell") as co- and conflicts counsel to Debtor. Debtor may also file motions or applications to employ additional professionals in the future and may also seek authority to retain certain ordinary course professionals as well.

37. Each of the firms listed above works, and will continue to work, under the direction of Debtors' Board of Directors and management. Debtor's directors and management are committed to minimizing duplication of services to reduce professional costs. Debtor understands that K&L Gates will coordinate with Debtor and work closely with each professional to ensure that there is no unnecessary duplication of effort or cost.

PROFESSIONAL COMPENSATION

38. Debtor understands that, subject to the Court's approval, K&L Gates will be compensated at its proposed hourly rates, which are based on the professionals' level of experience. Debtor further understands that K&L Gates will seek Court approval of its compensation and reimbursement of its actual, necessary, and reasonable expenses, and other charges incurred by the Firm in connection with the Chapter 11 Case, upon the filing of appropriate applications for interim and final compensation and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The principal attorneys and paralegals presently designated to represent Debtor, and their current hourly rates in the Chapter 11 Case, are:

NAME	TITLE	HOURLY RATE
Jeff Kucera	Partner	$1165.00
Daniel M. Eliades	Partner	$865.00
Bill Waldman	Partner	$800.00
Jennifer Mazawey	Partner	$775.00
Carly Everhardt	Associate	$700.00
Ryan W. DeSimone	Associate	$540.00
Joy M. VanDerWeert	Paralegal	$380.00

NAME	TITLE	HOURLY RATE
Kyra Swinney-Darby	Paralegal	$380.00

39. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. It is the Debtor's understanding that these rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

40. Other attorneys and paralegals from K&L Gates may from time to time also serve Debtor in connection with the matters described herein. Debtor understands that K&L Gates will apprise and consult with Debtor regarding the identity and hourly rates of additional K&L Gates professionals who may provide services in the Chapter 11 Case.

41. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients, including Debtor, include, among other things, (a) copies, (b) outside printing, (c) telephone, (d) facsimile, (e) online research, (f) delivery services/couriers, (g) postage, (h) local travel, (i) out-of-town travel (including subcategories for transportation, hotel, meals, and ground transportation), (j) working meals (local), (k) court fees, (l) subpoena fees, (m) witness fees, (n) deposition transcripts, (o) trial transcripts, (p) trial exhibits, (q) litigation support vendors, (r) experts, (s) investigators, and (t) arbitrators/mediators. The Firm will charge Debtor for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. It is Debtor's understanding that the Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

42. It is Debtor's understanding that K&L Gates will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses (including, when appropriate, authority to apply the Retainer (defined below)).

43. As set forth in the Eliades Declaration, K&L Gates has not shared nor agreed to share any of its compensation from Debtor with any other person, other than as permitted by section 504 of the Bankruptcy Code.

PRE-PETITION COMPENSATION RECEIVED FROM DEBTOR

44. K&L Gates was initially retained by Debtor to provide pre-petition services pursuant to an engagement letter dated as of August 5, 2025. K&L Gates was subsequently retained by Debtor to provide pre-petition and post-petition services related to the Chapter 11 Case pursuant to an engagement letter dated as of May 26, 2026 (the "Engagement Letter"), a copy of which is attached as **Exhibit A** hereto.

45. Prior to the commencement of the Chapter 11 Case, Debtor paid the Firm $75,000, $74,355.50 of which was applied to pre-petition fees and expenses. Specifically, Debtor has made the following payments to K&L Gates[6]:

Payment Date	**Amount**
September 18, 2025	$50,000 (Retainer)
November 5, 2025	($4,768.50)
January 22, 2026	($18,945)
May 15, 2026	($10,654)
June 2, 2026	25,000 (Retainer)
June 18, 2026	($39,987.00)

[6] A formal disclosure pursuant to Bankruptcy Rule 2016 and Section 329 of the Bankruptcy Code was filed concurrently herewith.

Payment Date	**Amount**
TOTAL PAID	$75,000
TOTAL RECEIVED	$74,355.50
REMAINING RETAINER	$644.50

46. As noted, on September 18, 2025, and June 2, 2026, K&L Gates received retainer payments totaling $75,000 (the "Retainer"). Prior to the filing of Debtor's bankruptcy petition, K&L Gates applied $74,355.50 of the Retainer toward outstanding pre-petition fees and disbursements. After doing so, K&L Gates continues to hold a Retainer in the amount of $644.50, which will constitute a retainer for post-petition services and expenses in the Chapter 11 Case.

DISINTERESTEDNESS OF PROFESSIONALS

47. To the best of Debtor's knowledge, K&L Gates does not hold or represent an interest adverse to Debtor's estate.

48. To the best of Debtor's knowledge, in reliance upon the disclosures made in the Eliades Declaration (which is incorporated herein by reference), K&L Gates is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code[7] in that the Firm, its partners, counsel, and associates:

a. are not creditors, equity security holders, or insiders of Debtor;

b. are not, and were not within two years of the Petition Date, directors, officers, or employees of Debtor; and

c. do not have an interest materially adverse to the interests of Debtor's estate or of any class of Debtor's creditors or equity security holders, by reason of any direct or indirect

[7] The Bankruptcy Code defines a "disinterested person" as one that (a) is not a creditor, equity security holder, or "insider" of the debtor, (b) was not within the 2 years before the petition date, a director, officer, or employee of the debtor, and (c) does not have an interest "materially adverse" to the estate or any class of creditors or equity security holders of the debtors "by reason of any direct or indirect relationship to, connection with, or interest in, the debtor." *See* 11 U.S.C. § 101(14).

> relationship to, connection with, or interest in, Debtor, or for any other reason.

49. The Eliades Declaration describes the relationships that K&L Gates has or had with creditors of Debtor and other interested parties. To the best of Debtor's knowledge, and except as disclosed herein and in the Eliades Declaration, K&L Gates has not represented Debtor, its creditors, or any other parties-in-interest, or their respective attorneys, in any matter relating to Debtor or its estate.

50. As disclosed to Debtor in each engagement letter with K&L Gates, and in the Eliades Declaration, K&L Gates has in the past represented, currently represents, and likely in the future will represent, certain parties-in-interest in the Chapter 11 Case. All such representations are or were in connection with matters unrelated to Debtor and the Chapter 11 Case.

51. Debtor consents to concurrent representation by K&L Gates of its Current Clients (as identified in the Eliades Declaration) and of Debtor on matters that are unrelated. As noted above, Debtor is also proposing to retain Campbell as co-counsel and as conflicts counsel. In the event any litigation, arbitration, or other adversarial proceedings arises between Debtor and a Current Client resulting in an actual conflict of interest for K&L Gates, K&L Gates will not represent either party in any such dispute, which would be handled by Campbell on behalf of Debtor and independent counsel (other than K&L Gates) on behalf of the Current Client.

52. K&L Gates has informed Debtor that the Firm will continue conducting a review of its files to ensure that no disqualifying circumstances arise. If any new relevant facts or relationships are discovered, K&L Gates will supplement its disclosure to the Court.

53. For the above reasons, Debtor submits that K&L Gates's employment is necessary and in the best interests of Debtor and its estate.

AUTHORITY FOR RELIEF

54. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession, with the court's approval, to "employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor in possession] in carrying out the [debtor in possession's] duties under this title." 11 U.S.C. § 327(a). Moreover, section 1107(b) elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 by explaining that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

55. Bankruptcy Rule 2014(a) requires 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, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

56. Debtor requests approval of the employment of K&L Gates effective as of the Petition Date. Such relief is warranted by the circumstances presented by this Chapter 11 Case. Debtor's selection of K&L Gates as its bankruptcy co-counsel necessitated that K&L Gates immediately commence work on time-sensitive matters and promptly devote resources to Debtor's case pending submission and approval of this Application.

57. Debtor submits that, for the reasons stated above, in the Eliades Declaration, and in the 2016(b) Statement as well, the retention of K&L Gates as its bankruptcy co-counsel, as

described herein, is warranted. Accordingly, the retention of K&L Gates as bankruptcy co-counsel to Debtor should be approved.

NO PRIOR REQUEST

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

NOTICE

59. Debtor will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (a) the Office of the United States Trustee for the District of South Carolina; (b) the Subchapter V trustee; (c) Debtor's 20 largest unsecured creditors; (d) the United States Attorney's Office for the District of South Carolina; (e) the Internal Revenue Service; (f) the Secretary of State for the State of South Carolina; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

CONCLUSION

WHEREFORE, Debtor respectfully requests entry of the Proposed Order submitted herewith granting the relief requested herein and such other and further relief as this Court may deem just and proper.

Dated: June 26, 2026

Respectfully submitted,

Sea Palms Condominium Council of Co-Owners,

By: */s/Kent Lovett*
Kent Lovett
President - Board of Administrators

EXHIBIT A

Eliades Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[1] Debtor.	Case Number: 26-02880-JD Chapter 11, Subchapter V

DECLARATION OF DANIEL M. ELIADES IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF K&L GATES LLP AS BANKRUPTCY CO-COUNSEL TO DEBTOR EFFECTIVE AS OF THE PETITION DATE

I, Daniel M. Eliades, Esq. pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief, and after reasonable inquiry, declare:

1. I am an attorney at law and partner of the law firm of K&L Gates LLP ("K&L Gates" or the "Firm"), with offices located at One Newark Center, 1085 Raymond Blvd, Newark, NJ 07102.

2. I have been duly admitted to practice in the State of New Jersey and the State of Washington,[2] and a motion to grant my admission pro hac vice has been filed at Docket No. [9]. This Declaration (the "Declaration") is submitted pursuant to sections 327, 329, and 504 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Federal Rules"), and in support of *Debtor's Application for Entry of*

[1] The last four digits of the Debtor's tax identification number are 0191.

[2] I am also admitted to the following bars: United States Court of Appeals for the Third Circuit, United States District Court for the Northern District of Florida, United States District Court for the Central District of Illinois, United States District Court for the District of Colorado, United States District Court for the District of New Jersey, United States District Court for the Eastern District of Michigan, United States District Court for the Western District of Michigan, United States District Court for the Western District of Washington, and United States District Court for the Western District of Wisconsin.

an Order Authorizing the Employment and Retention of K&L Gates LLP as Bankruptcy Co-Counsel to Debtor Effective as of the Petition Date (the "Application").[3]

3. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge after due and appropriate inquiry, information supplied to me by other K&L Gates professionals or paraprofessionals, and/or my review of relevant documents. To the extent any information disclosed herein requires amendment or modification, as additional information becomes available to me or K&L Gates, I will submit a supplemental declaration to this Court reflecting such additional information.

K&L GATES'S QUALIFICATIONS

4. K&L Gates has extensive knowledge, expertise, and experience in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code. K&L Gates is well qualified to serve as Debtor's co-counsel in this Chapter 11 Case. K&L Gates is a global law firm with a national and international practice and has substantial experience in virtually all aspects of the law that may potentially arise in connection with the Chapter 11 Case, including bankruptcy, not-for-profit corporations, finance, litigation, real estate, and transactional matters (including mergers and acquisitions). In addition, K&L Gates professionals have significant experience in representing developers, associations, and other parties in restructuring and/or the sale of timeshare resorts, including in bankruptcy cases[4]. K&L Gates's restructuring

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

[4] K&L Gates is proposed or approved counsel for associations that govern timeshare properties in the following pending chapter 11 cases: (i) *Orlando International Resort Club Condominium Association, Inc.*, No. 25-06813 (GER) (Bankr. M.D. Fla.); (ii) *Star Island Vacation Ownership Association, Inc.*, No. 25-07207 (GER) (Bankr. M.D. Fla.); (iii) *Skyline Tower Resort Vacation Condominium Association, Inc.*, No. 25-22156 (ABA) (Bankr. N.J.); (iv) *Maple Ridge Property Owners Association, Inc.*, No. 25-40271 (AAE) (Bankr. W.D.N.C.); (v) *Association of Apartment Owners of Kauai Beach Villas*, Case No. 25-01103 (RJF) (Bankr. Haw.); (vi) *The Fairfield Williamsburg Property Owners Association, Inc.*, No. 25-51179 (SCS) (Bankr. E.D. Va.); (vii) *Newport Overlook Association, Inc.*, No 25-1100 (JAD) (Bankr. R.I.); and (viii) *The Falls Condominium Property Owners Association, Inc.*, No. 25-60870 (BTF) (Bankr. W.D. Mo.); (ix) *Elk Run Property Owners Association, Inc.*, No. 26-10311 (TBM) (Bankr. D. Co.); (x) *Village Pointe Property Owners Association, Inc.*, No. 26-10314 (TBM) (Bankr. D. Co.); (xi) *Masters Place Condominiums Property Owners Association, Inc.*, No. 26-10313 (TBM)

and insolvency practice group consists of dozens of attorneys practicing in offices throughout the United States and overseas.

5. Since its initial engagement in August of 2025, K&L Gates has gained significant knowledge about the Association, its history, capital structure, governance, business operations, financial condition, the Property, and related matters. K&L Gates's professionals have worked closely with Debtor's Board of Directors, management and other professionals regarding, among other things, governance and financial matters, a pre-petition request to the Board for a special membership meeting of Association Members, the notice of a special meeting (prepared by K&L Gates) issued to all Association Members, and the special membership meeting (which K&L Gates attended and provided a presentation to Association Members)[5]. Due to the prior work performed by K&L Gates on behalf of Debtor as well as in preparing for the Chapter 11 Case, K&L Gates has become familiar with Debtor's business and affairs and many of the potential legal issues that may arise in the context of the Chapter 11 Case. K&L Gates's knowledge regarding Debtor and its management team will result in effective and efficient services in the Chapter 11 Case.

6. In sum, the Firm's combination of relevant experience and expertise, together with its knowledge of Debtor and Debtor's affairs, presents K&L Gates as well-qualified and uniquely situated to represent Debtor in this proceeding in an efficient and timely manner.

(Bankr. D. Co.); (xii) *Cliffside Lodge II Council of Co-Owners, Inc.*, No. 26-10478 (RDT) (Bankr. E.D. Ark.), (xiii) *Mountain Ridge Condominium Council of Co-Owners, Inc.*, No. 26-10474 (RDT) (Bankr. E.D. Ark.), (xiv) *The Fairways Townhouse Association, Inc.*, No. 26-10480 (RDT) (Bankr. E.D. Ark.), (xv) *The Mountain Meadows Association, Inc.*, No. 26-10476 (RDT) (Bankr. E.D. Ark.), and (xvi) *Hamilton Cove Townhouses Property Owners Association, Inc.*, No. 26-10479 (RDT) (Bankr. E.D. Ark.). The Debtor is not affiliate of any of the debtors in the foregoing matters, as defined in Section 101(2) of the Bankruptcy Code.

[5] Pre-petition, at a duly called and conducted special meeting of the Association Members (pursuant to the Bylaws), the requisite number of Association Members voted to authorize the Board to file a chapter 11 bankruptcy petition for the Association to, among other things and subject to Bankruptcy Court approval, market and sell the entire Property, free and clear of the interests of all Interval Owners and other Association Members, with such interests to attach to the proceeds of sale, subject to distribution pursuant to Bankruptcy Court order. Over 99.9% of the voting interests present at the meeting (in person or by proxy) voted in favor of the questions on the ballot at the special meeting of Association Members.

SERVICES TO BE PROVIDED

7. Debtor seeks to retain K&L Gates to render general legal services as its bankruptcy co-counsel throughout its Chapter 11 Case. Among other things, K&L Gates has and would provide services to the Debtor and its estate including, but not limited to, services in connection with (i) governance of the Association; (ii) the marketing, bidding and sale procedures for the Property, and matters relating thereto; (iii) efforts to obtain judgment(s) against Association Members (by consent or otherwise) authorizing the sale of Debtor's undivided interest in the Property, jointly with the sale of the interests of the Association Members, pursuant to 11 U.S.C. §363(h) and/or other applicable provisions of the Bankruptcy Code, and matters relating thereto; (iv) seeking Bankruptcy Court authorization to sell the Property free and clear of the interests of all Association Members, liens and encumbrances, with such interests to attach to the proceeds of sale, subject to distribution by Bankruptcy Court order in accordance with 11 U.S.C. §§363(b), (f), (h), (i), and/or (j) and/or other applicable provisions of the Bankruptcy Code, and matters relating thereto; (v) closing the sale of the Property, and matters relating thereto, including but not limited to termination or amendment of the timeshare plan for the Property effective at or prior to closing of the sale; (vi) the process to obtain Bankruptcy Court authorization to distribute net sale proceeds (after costs of administration and sale) as well as all remaining property, cash and reserves of the Association; (vii) consulting with the Board and other professionals retained by the Debtor regarding preparation and prosecution of a plan of liquidation for the Debtor, preparation of a plan, and pursuit of confirmation thereof; (viii) dissolution of the Association following sale and distribution pursuant to a confirmed plan of liquidation or other Bankruptcy Court order; and/or (ix) communicating with the Bankruptcy Court, United States Trustee, sub-chapter V trustee, professional engaged by Debtor, the Board, Association Members, and other parties in interest regarding all or some of the above.

8. K&L Gates will also provide the following services to Debtor in the Chapter 11 Case, which list is not exhaustive:

(i) advising Debtor with respect to its rights, powers, and duties as debtor-in-possession in the continued management and operation of its business and assets, as well as management of the Property;

(ii) advising Debtor with respect to the conduct of the Chapter 11 Case, including all legal and administrative requirements imposed by the Bankruptcy Code and Bankruptcy Rules;

(iii) taking all necessary actions to protect and preserve Debtor's estate, including the prosecution of actions on Debtor's behalf, the defense of any actions commenced against Debtor, the negotiation of disputes in which Debtor is involved, and the preparation of objections to claims filed against Debtor's estate;

(iv) preparing on behalf of Debtor all necessary motions, applications, answers, orders, reports, and other papers in connection with the administration of Debtor's estate;

(v) taking all necessary actions in connection with any chapter 11 plan and related disclosure statement and all related documents, and such further actions as may be required in connection with the administration of Debtor's estate;

(vi) appearing before the Court and any other courts to represent the interests of Debtor's estate;

(vii) attending meetings and representing Debtor in negotiations with representatives of creditors and other parties-in-interest;

(viii) negotiating and preparing documents and pleadings relating to the disposition of assets as requested by Debtor, including in connection with the marketing and sale of Debtor's interest in the Property together with the interests of all Association Members in the Property;

(ix) advising Debtor on transactions and matters relating to any sale of Debtor's assets, including the Association Interest together with the interests of all Association Members in the Property; and

(x) performing such other legal services for Debtor as may be necessary and appropriate in the administration of these Chapter 11 Case, including: (i) analyzing Debtor's leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against Debtor's assets; and (iii) advising Debtors on corporate matters and governance issues.

9. By separate applications, Debtor has asked or intends to ask the Court to approve the retention of (a) Omni Agent Solutions, Inc. as its notice, claims and solicitation agent, (b) Hilco Real Estate, LLC as its real estate broker and adviser, and (c) Campbell Law Firm ("Campbell") as co- and conflicts counsel to Debtor. Debtor may also file motions or applications to employ additional professionals in the future and may also seek authority to retain certain ordinary course professionals as well.

PROFESSIONAL COMPENSATION

10. The Firm's fees for professional services will be based upon the amount of time spent by lawyers, paralegals, and other professionals who perform services on behalf of Debtor and their respective hourly rates as then in effect. Those hourly rates vary across the Firm and take

into account the timekeepers' experience in particular areas. The Firm operates in both national and regional marketplaces for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, the Firm's expertise, performance, and reputation, the nature of the work involved, as well as other factors. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

11. K&L Gates will seek Court approval of its compensation and reimbursement of its actual, necessary, and reasonable expenses, and other charges incurred by the Firm in connection with the Chapter 11 Case, upon the filing of appropriate applications for interim and final compensation and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The principal attorneys and paralegals presently designated to represent Debtor, and their current hourly rates in the Chapter 11 Case are:

NAME	TITLE	HOURLY RATE
Jeff Kucera	Partner	$1165.00
Daniel M. Eliades	Partner	$865.00
Bill Waldman	Partner	$800.00
Jennifer Mazawey	Partner	$775.00
Carly Everhardt	Associate	$700.00
Ryan W. DeSimone	Associate	$540.00
Joy M. VanDerWeert	Paralegal	$380.00
Kyra Swinney-Darby	Paralegal	$380.00

12. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals from K&L Gates may from time to

time also serve Debtor in connection with the matters described herein. K&L Gates will apprise and consult with Debtor regarding the identity and hourly rates of additional K&L Gates professionals who may provide services in the Chapter 11 Case. The hourly rates K&L Gates charged Debtor prior to the Petition Date are the same as the rates that K&L Gates will initially charge Debtor post-petition. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, (a) copies, (b) outside printing, (c) telephone, (d) facsimile, (e) online research, (f) delivery services/couriers, (g) postage, (h) local travel, (i) out-of-town travel (including subcategories for transportation, hotel, meals, and ground transportation), (j) working meals (local), (k) court fees, (l) subpoena fees, (m) witness fees, (n) deposition transcripts, (o) trial transcripts, (p) trial exhibits, (q) litigation support vendors, (r) experts, (s) investigators, and (t) arbitrators/mediators. The Firm will charge Debtor for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

13. The Firm will maintain detailed, contemporaneous records of time and any necessary costs and expenses incurred in connection with rendering the legal services described above and that it will be charged for all disbursements and expenses incurred in the rendition of services. K&L Gates will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses (including, when appropriate, authority to apply the Retainer (defined below)).

<u>PRE-PETITION COMPENSATION RECEIVED FROM DEBTOR</u>

14. K&L Gates was initially retained by Debtor to provide pre-petition services pursuant to an engagement letter dated as of August 5, 2025. K&L Gates was subsequently

retained by Debtor to provide pre-petition and post-petition services related to the Chapter 11 Case pursuant to an engagement letter dated as of May 26, 2026 (the "Engagement Letter"), a copy of which is attached as **Exhibit A** to the Eliades Declaration.

15. Prior to the commencement of the Chapter 11 Case, Debtor paid the Firm $75,000, $74,355.50 of which was applied to pre-petition fees and expenses. Specifically, Debtor has made the following payments to K&L Gates[6]:

Payment Date	**Amount**
September 18, 2025	$50,000 (Retainer)
November 5, 2025	($4,768.50)
January 22, 2026	($18,945)
May 15, 2026	($10,654)
June 2, 2026	25,000 (Retainer)
June 18, 2026	($39,987.00)
TOTAL PAID	$75,000
TOTAL RECEIVED	$74,355.50
REMAINING RETAINER	$644.50

16. As noted, on September 18, 2025, and June 2, 2026, K&L Gates received retainer payments totaling $75,000 (the "Retainer"). Prior to the filing of Debtor's bankruptcy petition, K&L Gates applied $74,355.50 of the Retainer toward outstanding pre-petition fees and disbursements. After doing so, K&L Gates continues to hold a Retainer in the amount of $644.50, which will constitute a retainer for post-petition services and expenses in the Chapter 11 Case.

[6] A formal disclosure pursuant to Bankruptcy Rule 2016 and Section 329 of the Bankruptcy Code was filed concurrently herewith.

DISINTERESTEDNESS OF K&L GATES AND ITS PROFESSIONALS

17. Insofar as I have been able to ascertain through diligent inquiry, neither K&L Gates, nor any partner or professional employee of K&L Gates hold an interest or represent in any entity having an adverse interest in to Debtor or its estate in the Chapter 11 Case.

18. Insofar as I have been able to ascertain through diligent inquiry, except as set forth in this Declaration, neither I, K&L Gates, nor any partner or professional employee of K&L Gates have any connection with Debtor, its creditors, any other party-in-interest, its current attorneys or professionals, the U.S. Trustee or any person employed in the Office of the U.S. Trustee.[7]

19. Except as set forth in this Declaration, K&L Gates is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code in that the Firm, its partners and professional employees:

a. are not creditors, equity security holders, or insiders of Debtor;

b. are not, and were not within two years of the Petition Date, directors, officers, or employees of Debtor; and

c. do not have an interest materially adverse to the interests of Debtor's estate or of any class of Debtor's creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, Debtor, or for any other reason.

20. Neither I, K&L Gates, nor any professional employee of K&L Gates is related professionally to Debtor, its creditors, or any other party-in-interest herein or their respective attorneys or professionals. Notwithstanding the foregoing, as discussed more fully below, K&L Gates currently represents, and in the past has represented certain entities with some relation to Debtor. K&L Gates's current and/or prior representations of these parties have been in matters unrelated to Debtor or the Chapter 11 Case. K&L Gates has not represented, and will not represent,

[7] I note that Peter J. D'Auria joined K&L Gates as Counsel on September 2, 2025, after terminating his employment as a Trial Attorney in the Newark, New Jersey field office of the United States Trustee Program on August 31, 2025.

any such parties in connection with any matter in this Chapter 11 Case during the pendency of the case. I do not believe that K&L Gates's current or prior representation of these parties precludes K&L Gates from meeting the disinterestedness standard under the Bankruptcy Code.

21. In preparing this Declaration, I used a set of procedures developed by K&L Gates to ensure full compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding the retention of professionals by a debtor in possession (the "Retention Procedures"). Pursuant to the Retention Procedures, and under my direction and supervision, K&L Gates performed a conflict of interest search to identify any actual or potential conflicts of interest. The Retention Procedures included:

(a) Through conversations with Debtor, and review of information provided by Debtor to K&L Gates, a list of the following entities was developed: (i) District of South Carolina Bankruptcy Judges; (ii) the United States Trustee; (iii) banks used by the Debtor (iv) governmental and taxing authorities, (v) vendors, creditors, parties to contracts, and other interested parties, and (vi) Debtor's Owners and Association Members; these parties are listed on the attached **Schedule 1** (collectively, the "Entity List").

(b) K&L Gates maintains a database of current and former clients and related information (the "Database"). K&L Gates searched the Database for the parties listed on the Entity List and compiled a list of those entities for which K&L Gates attorney fees were billed during the past two years, which is set forth on the attached **Schedule 2** (the "Client List").

(c) Based on the results of that search and by making general and, when applicable, specific inquiries of K&L Gates personnel, insofar as I have been able to ascertain after diligent inquiry, neither I, nor K&L Gates, nor any partner, counsel, or associate thereof have any connection with, or have an adverse interest to, the parties on the Entity List except as set forth on the Client List or disclosed in this Declaration.

22. As outlined in the Application, Wyndham Vacation Resorts, Inc. ("WVR") owns approximately 17.38% of the total intervals at the Property and is an Association Member. WVR is a Current Client of K&L Gates. K&L Gates's representation of WVR involves matters unrelated to Debtor or the Chapter 11 Case. K&L Gates has not represented, does not represent, and will

not represent WVR in matters directly related to Debtor or the Chapter 11 Case. K&L Gates's representation of WVR generated one tenth of one percent (.1%) or less of the Firm's revenue for each of the calendar years 2021, 2022, 2023, 2024, and 2025.

23. As also detailed in the Application, Vacation Resort Management, Inc. f/k/a Wyndham Vacation Management, Inc. is Debtor's Property Manager. The Property Manager is not a Current Client of K&L Gates. However, both WVR and the Property Manager are indirect subsidiaries of Travel + Leisure Co. Travel + Leisure Co. is not a creditor of Debtor or an Association Member. Travel + Leisure Co. and certain of its subsidiaries including WVR (collectively, "T+L") are current clients of K&L Gates. K&L Gates's representation of T+L involves matters unrelated to Debtor or the Chapter 11 Case. K&L Gates has not represented, does not represent, and will not represent T+L in matters directly related to Debtor or the Chapter 11 Case. K&L Gates's representation of T+L (including WVR) generated one tenth of one percent (.1%) or less of the Firm's revenue for each of the calendar years 2021, 2022, 2023, 2024, and 2025.

24. K&L Gates has represented, currently represents, and may in the future represent entities on the Client List (or their affiliates) in matters unrelated to Debtor's Chapter 11 Case. The Client List reflects that an entity is a "Current Client" if K&L Gates has any open matters for such entity or a known affiliate of such entity and attorney time charges have been recorded on any such matters within the past two (2) years. The Client List reflects that an entity is a "Former Client" if K&L Gates represented such entity or a known affiliate of such entity within the past two years based on recorded attorney time charges on a matter and such matter has been formally closed.

25. K&L Gates has not represented, does not represent, and will not represent any entities on the Client List in matters directly related to Debtor or the Chapter 11 Case. K&L Gates's representation of the parties on the Client List, excluding T+L and the Banks, in the aggregate generated less than one percent (1%) of the Firm's revenue for calendar year 2025.

26. Debtor has consented to concurrent representation by K&L Gates of its Current Clients and of Debtor on matters that are unrelated. Debtor is also proposing to retain Campbell as co-counsel and as conflicts counsel in the Chapter 11 Case. In the event any litigation, arbitration, or other adversarial proceedings arise between Debtor and a Current Client resulting in an actual conflict of interest for K&L Gates, K&L Gates will not represent either party in any such dispute, which would be handled by Campbell on behalf of Debtor and independent counsel (other than K&L Gates) on behalf of the Current Client.

27. Despite the efforts described above to identify and disclose K&L Gates's connections with the Entity List, because Debtor has numerous relationships, K&L Gates is unable to state with certainty that every client representation or other connection has been disclosed. If K&L Gates discovers additional information that requires disclosure, K&L Gates will file supplemental disclosure(s) with the Court as promptly as possible. To be clear, K&L Gates's review of its connection with the Entity List is ongoing and K&L Gates intends to supplement this Declaration as needed.

28. To the best of my knowledge, K&L Gates has not been retained to assist any entity or person other than Debtor on matters relating to, or in connection with, this case. If this Court approves the proposed employment of K&L Gates as co-counsel to Debtor, K&L Gates will not accept any engagement or perform any services in this case for any entity or person other than Debtor. K&L Gates may, however, continue to provide professional services to, and engage in

commercial or professional relationships with, entities or persons that may be creditors of Debtor or parties-in-interest in this case; *provided*, *however*, that such services do not and will not relate to, or have any direct connection with, this case.

29. Thus, pursuant to section 327(a) of the Bankruptcy Code, K&L Gates does not hold or represent any interests adverse to Debtor, its creditors, or its estate. K&L Gates also is a disinterested person within the meaning of section 101(14) of the Bankruptcy Code.

30. No promises have been received by K&L Gates nor any partner or associate thereof as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

31. Pursuant to section 504 of the Bankruptcy Code, no agreement or understanding exists between K&L Gates and any other person to share any compensation or reimbursement of expenses to be paid to K&L Gates in these proceedings.

32. The proposed engagement of K&L Gates is not prohibited by Bankruptcy Rule 5002.

33. K&L Gates will abide by the terms of any orders entered in this case governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

34. By reason of the foregoing, I believe K&L Gates is eligible for employment and retention by Debtor pursuant to section 327(a) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

I hereby declare under the penalty of perjury that the foregoing is true and correct. Executed on June 26, 2026.

<u>/s/ Daniel M. Eliades</u>
DANIEL M. ELIADES
K&L GATES LLP
One Newark Center, Tenth Floor
Newark, NJ 07102
Telephone: (973) 848-4000
Email: daniel.eliades@klgates.com
(*Pro Hac Vice* Application Pending)

Exhibit A

Engagement Letter

SCHEDULE 1

Entity List

District of South Carolina Bankruptcy Judges
Honorable Helen E. Burris
Honorable L. Jefferson Davis, IV
Honorable Elisabetta G.M. Gasparini

Judges Staff
M. Bozeman
M. Moorehead
Lauren Schumann
Amanda Hoefer
Sarah Kistler
Sadie Mehr

U.S. Trustee
Linda K. Barr

Banks
Comerica Securities
Comerica Bank
Truist

Board of Directors:
Kent Lovett
Dr. C. Alan Legg
Jennifer Espinoza

Governmental / Taxing Authorities
South Carolina Department of Revenue
Becky S. Hill, Colleton County Tax Collector
US Department of Treasury, IRS
Secretary of State for the State of South Carolina (Mark Hammond)
Office of the US Attorney (Bryan P. Stirling)
Colleton County Treasurer

Insurance
HDI Global Specialty SE

Professionals:
Omni Agent Solutions, Inc.
Hilco Real Estate, LLC
Campbell Law Firm, PA

Vendors/Creditors/Interested Parties
First American Trust, FSB, a federal savings bank, as Trustee, duly appointed under the Declaration of Trust for the Club Wyndham Access Vacation Ownership Plan
PTVO Owners Association, Inc.
Travel + Leisure Co.
Club Wyndham Access
Anaptyx LLC
Apex
Apex Pest Management, Inc.
Appalachian Springs Bottled Water Inc
Armstrong Consulting
ATT
Avery Products Corporation
B.B.D.S.
Better Business Bureau
Bintelli Power Sports
Brady Industries LLC
Canon Solutions
Carolina Waste
Clearview Auto Glass
Colleton County Treasurer
Comcast Holdings Corporation
Compucom
DLL Finance LLC
Dominion Energy South Carolina Inc
Edisto Chamber Of Commerce
Enplug

*K&L Gates formerly represented Comerica Bank ("Comerica") and currently represents Truist Bank ("Truist" and together with Comerica, the "Banks") and certain of their affiliates in matters unrelated to the Debtor and this Chapter 11 Case. Debtor's relationship with the Banks is as a depositor and bank services client. The Banks are not lenders to the Debtor in this Chapter 11 Case.

Etto Leisure Cars-Co
GE Appliances A Haier Co
Globalstar
Gregory M Davis & Associates
Herold LLC
HHS Exceptional Hospitality LLC
Hoplite Financial LLC
Iron Mountain
Joanne Powell, CPA, PA
Jungle Shores LLC
Kipsu
Kronos
Master Tech Transmission
N&D Technical Services
Nalco
New Island Landscaping LLC
Nordis
Ocean Ridge Poa Inc
Palmetto Custom Cart
Plantation Course At Edisto LLC
Pro Chem
Rae Management Services, LLC
Resort Service Group Inc
Resort Services Group
Saflok
Sbc Global
Sbc Global Services Inc
Sea Cloud Owners Association
Semaconnect LLC
Sesac LLC
Shred-It Usa Inc
Simplecom
South Carolina Department Of
Stephens Insurance LLC
The Plantation Course At Edisto LLC
Town Of Edisto Beach
Town Of Edisto Beach
United Parcel Service Inc
Us Environmental Resource
Us Environmental Services
Verizon
Vessel Cleaning Serv

Property Management Entities
Vacation Resort Management, Inc.
Wyndham Vacation Management, Inc. d/b/a
Vacation Resort Management, Inc.

Owners / Association Members:
All parties listed on Schedule A to the List of Equity Security Holders filed with the Bankruptcy Petition at docket entry #1 were included as parties searched for connections to K&L Gates

SCHEDULE 2

Client List

NAME(S) OF ENTITY SEARCHED	NAME OF ENTITY AND/OR AFFILIATE OF ENTITY THAT IS A K&L GATES CLIENT	STATUS OF REPRESENTATION
Club Wyndham Access Wyndham Vacation Resorts, Inc. Travel + Leisure Co. f/k/a Wyndham Destinations, inc. f/k/a Wyndham Worldwide Corporation Wyndham Vacation Management, Inc. d/b/a Vacation Resort Management, Inc. Wyndham Vacation Resorts	Travel + Leisure Co. and Wyndham Vacation Resorts, Inc.	Current Client
Carolina Waste & Recycling LLC	Waste Connections, Inc.; Carolina Waste & Recycling LLC	Current Client
Comerica Bank Comerica Securities, Inc.	Comerica Incorporated, Comerica Bank*	Former Client
DLL Finance Inc	Rabobank Australia Limited	Current Client
Hilco Real Estate, LLC	Hilco Real Estate, LLC; Hilco IP Merchant Banking	Current Client
Hoplite Financial LLC	Hoplite Capital Management L.P.	Current Client
Iron Mountain	Iron Mountain Associates LLC	Current Client

*K&L Gates formerly represented Comerica Bank ("Comerica") and currently represents Truist Bank ("Truist" and together with Comerica, the "Banks") and certain of their affiliates in matters unrelated to the Debtor and this Chapter 11 Case. Debtor's relationship with the Banks is as a depositor and bank services client. The Banks are not lenders to the Debtor in this Chapter 11 Case.

NAME(S) OF ENTITY SEARCHED	NAME OF ENTITY AND/OR AFFILIATE OF ENTITY THAT IS A K&L GATES CLIENT	STATUS OF REPRESENTATION
Stephens Insurance LLC	Stephens Inc.; SI Holdings LLC	Former Client
Truist Financial Corporation	Truist Financial Corporation; Truist Bank; Truist Securities, Inc.	Current Client
United Parcel Service, Inc.	United Parcel Service Italia s.r.l.; UPS Healthcare Italia S.r.l.; UPS Europe SRL/BV; United Parcel Service SCS (Italy) S.r.l.	Current Client
Verizon	Verizon Investment Management Corp. (VIMCO); Cellco Partnership d/b/a Verizon Wireless	Current Client

EXHIBIT B

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[1] Debtor.	Case Number: 26-02880-JD Chapter 11, Subchapter V

ORDER GRANTING DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF K&L GATES LLP AS BANKRUPTCY CO-COUNSEL TO DEBTOR EFFECTIVE AS OF THE PETITION DATE

THIS MATTER having come before the Court upon *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of K&L Gates LLP as Bankruptcy Co-Counsel to Debtor Effective as of the Petition Date* [ECF No. **[_]** (the "Application")][2] filed by the above captioned debtor and debtor in possession (the "Debtor"), seeking entry of an order authorizing the employment of K&L Gates LLP ("K&L Gates" or the "Firm"), pursuant to sections 327(a), 328, 329, and 330 of the Bankruptcy Code and Bankruptcy Rule 2014 as co-counsel to Debtor as more fully set forth in the Application. The Court finds that: (i) it has jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); (iii) it may enter a final order consistent with Article III of the United States Constitution; (iv) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (v) notice of the Application and the Hearing were appropriate under the circumstances and no other notice need be provided; (vi) the relief requested in the Application is in the best interests of Debtor, its estate, its creditors, and other parties-in-interest; (vii) the Court having found that based on the representations made in the Eliades Declaration that K&L Gates does not

[1] The last four digits of the Debtor's tax identification number are 0191.
[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

hold or represent an interest adverse to Debtor's estate, the Eliades Declaration contains a verified statement as required by Bankruptcy Rule 2014 demonstrating that K&L Gates is disinterested as required by 11 U.S.C. §327(a), and the Eliades Declaration together with the Eliades 2016(b) Statement makes relevant disclosures as required by Bankruptcy Rules 2014 and 2016; and (viii) upon review of the record before the Court, including the legal and factual bases set forth in the Application, the Eliades Declaration and the First Day Declaration, and the record of the Hearing, all of which are incorporated herein, the Court determines that good and sufficient cause exists to grant the relief requested in the Application. Accordingly, it is

ORDERED that:

1. The Application is **APPROVED**.

2. In accordance with sections 327(a), 329, and 330 of the Bankruptcy Code, Debtor is hereby authorized and empowered to employ and retain K&L Gates as its co-counsel in this Chapter 11 Case effective as of the Petition Date.

3. K&L Gates shall apply for compensation and reimbursement of costs, pursuant to 11 U.S.C. §§ 330 and 331, at its proposed rates, as they may be adjusted from time to time, for services rendered and costs incurred on behalf of Debtor.

4. Compensation will be determined later in accordance with 11 U.S.C. § 330. The hourly rates in the Application are not guaranteed and are subject to review. No payment may be made to K&L Gates after the Petition Date absent submission of an application for payment of compensation and Court approval thereof.

5. Debtor is authorized and empowered to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Application.

6. Any interested party may object to this Order within fourteen (14) days from the date of service of this Order. If an interested party files such an objection within this time period, the Court will schedule the Application and objection for hearing on notice to Debtor, the Subchapter V Trustee, the United States Trustee, and committee that may be formed and to its counsel, and to the objecting party.

7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

DATED: ________________

____
United States Bankruptcy Judge

K&L GATES

May 26, 2026

Daniel Eliades
Daniel.Eliades@klgates.com

T +1 973 848 4018

Sea Palms Condominium Council of Co-Owners
P.O. Box 27
Edisto Beach, South Carolina 29438
Attn: Board of Administrators

Re: Confirmation of Engagement – Chapter 11 Bankruptcy

Dear Board Members:

Thank you for asking K&L Gates LLP ("K&L Gates", the "Firm", "we" or "us" as the context requires) to represent Sea Palms Condominium Council of Co-Owners (the "Client", the "Association" or "you" as the context requires) as a debtor in a chapter 11 bankruptcy proceeding. We welcome this opportunity and look forward to working with you on this engagement.

I enclose our Terms of Engagement for Legal Services (the "Terms") which supplement this letter and include additional information regarding our legal services, our relations with our clients, our billing and payment arrangements, potential conflicts, and other matters. These Terms will apply to this engagement, except as the Association and the Firm may otherwise expressly agree and except as otherwise provided by the Bankruptcy Court (defined below), the United States Bankruptcy Code (the "Code") and/or the Federal Rules of Bankruptcy Procedure (the "Rules").

Please review this letter and the Terms carefully. If they are not consistent with your understanding of our engagement in any respect or if you have any questions concerning the nature and terms of our engagement, please contact me as soon as possible so that we can promptly address your concerns.

<u>The Scope of Our Engagement</u>

The Firm is engaged to act as counsel solely for the Association and not for any affiliated entity (including parents and subsidiaries), shareholder, partner, member, manager, director, administrator, officer or employee not specifically identified herein. The Association has retained the Firm to represent the Association as a debtor in a chapter 11 bankruptcy proceeding (a "Bankruptcy Case") to be filed in the United States Bankruptcy Court (the "Bankruptcy Court"). If the Association files a Bankruptcy Case, the Firm's ongoing employment by Client will be subject to the approval of the Bankruptcy Court. In such event, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as counsel.

The Association agrees that we are authorized to take instruction in this matter from its Board of Administrators and any officer of the Association. The Association also agrees that we are authorized to communicate and exchange information and documents with any management company, legal counsel, accountant, financial advisor, restructuring advisor, broker or notice agent engaged by the Association regarding the Association and/or to assist the Firm in carrying out this engagement.

K&L Gates will only provide legal services. We have not been retained, and expressly disclaim any obligation, to provide business or investment advice.

More specifically, the scope of K&L Gates' engagement will be limited as follows:

1. In connection with our work for the Association, K&L Gates will be representing only the Association itself. We will not be representing any of the individuals who are officers or members of the Association.

2. In the course of our work for the Association, we will establish an attorney-client relationship solely with the Association. Unless approved by the Association, the Firm will not establish an attorney-client relationship with any of the members of the Association and will not receive confidential information from them other than information specifically related to our representation of the Association.

3. The Association understands that K&L Gates may currently represent, and may represent from time to time in the future, various persons and entities that are adverse to members of the Association, including adversity in litigation, enforcement actions, commercial transactions, and other matters. The Association agrees that K&L Gates' representation of the Association will not adversely affect K&L Gates' ability to represent clients who currently are, or who in the future may be, adverse to the members of the Association, and that K&L Gates' representation of the Association will not be asserted to constitute a conflict that would preclude or otherwise limit K&L Gates' ability to represent such clients.

Our Charges

Our statements for professional services will be substantially based upon the amount of time spent by lawyers, paralegals, and other professionals who perform services on your behalf and their respective hourly rates as then in effect. Those hourly rates vary by office across the Firm, take into account the timekeepers' experience in particular areas, and are adjusted periodically. Our charges for fees, disbursements, and other charges and the basis for our invoices are addressed in more detail in the enclosed Terms.

In connection with this matter, the Firm requires payment of any outstanding amount due to the Firm prior to filing a Bankruptcy Case. The Firm also requires a $25,000 advance fee deposit retainer (the "Deposit") prior to filing a Bankruptcy Case. The Deposit will be applied against any outstanding amount due to the Firm prior to filing a Bankruptcy Case and the balance of the

Deposit will be applied to future time and costs. If applicable, the unused balance of any advance fee deposit previously paid by the Association to the Firm will be added to the Deposit. The Deposit is a deposit and not a fixed fee arrangement. Please refer to the enclosed Terms for more detail concerning advance payments.

Our Billing and Payment Arrangements

We will generally render statements for professional services and related charges on a monthly basis consistent with applicable provisions of the Code, the Rules and/or order of the Bankruptcy Court. Payment is due upon the earlier of the time provided for in the Code, the Rules, or Bankruptcy Court order, as applicable, without regard to the consummation or outcome of the matter for which we have been engaged.

In the event our statements are not timely paid, we reserves the right, subject to Bankruptcy Court approval, to suspend our services until satisfactory payment arrangements are made or to terminate our services if such arrangements are not made and if such termination is otherwise appropriate. The Association may, of course, terminate our services at any time, subject to Bankruptcy Court approval.

Our Staffing of Your Engagement and Communications with You

I will be your principal contact with respect to the Firm's representation of the Association. My current hourly rate for this matter is $865. We will notify you of any increase in hourly rates of Firm professionals.

Our representation of the Association will be staffed by other partners, associates and other professional staff as may be appropriate under the circumstances. We will keep you apprised of significant developments in the course of our engagement, to consult with you about our work on an ongoing basis and to obtain your direction on critical issues.

You should contact me with any questions you may have about our work or any other aspect of our representation of the Association. You can reach me at the office (973) 848-4018 or on my mobile telephone (201) 741-7409 at your convenience.

Conflicts of Interest

We have searched the Firm's conflicts database and have disclosed to you any ethical conflicts of interest, as defined by the applicable rules of professional conduct, that existed at the time. Such conflicts, if any, have been resolved to your and to our satisfaction.

If the Association files a Bankruptcy Case, the Firm will prepare a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the Bankruptcy Court to retain the Firm. To the extent any actual conflict were to arise with any interested party listed on the Disclosure Schedule, the Firm will not represent either the Association or the other party in the matter, and Conflicts Counsel (defined below) will represent your interests.

Disclosure of Relationship with Travel + Leisure Co.

Travel + Leisure Co. and/or certain of its subsidiaries or affiliates (collectively, "T+L") (i) are members of the Association, and (ii) are parties to agreements with the Association, including a management agreement. The Firm has not represented T+L in either regard.

The Firm currently represents T+L in connection with various legal matters and may represent T+L in future matters unrelated to the Association (the "T+L Matters"). The T+L Matters do not relate to the Association. The Firm also currently represents the Association in connection with various legal matters that do not relate to T+L (the "Association Matters"). The Association and T+L previously consented to concurrent representation by the Firm in the T+L Matters and Association Matters and waived any conflict of interest that could be said to be presented by same.

Because our representation of the Association in a Bankruptcy Case and the T+L Matters are unrelated, we believe that we can competently and diligently represent each client consistent with our obligations under the relevant rules of professional conduct and without any material limitations. We believe our current representation of T+L is not adverse to our current representation of the Association, nor is our representation of either client materially limited by our responsibilities to the other. Additionally, the Association has retained (or will retain) local and conflicts counsel ("Conflicts Counsel") with respect to a Bankruptcy Case, which will handle any adversity that may arise between the Association and T+L. Nevertheless, the Association should consider for itself, with the assistance of independent or in-house legal counsel if desired, whether it agrees with our conclusions and is prepared to consent to our representation of the Association and T+L as described above. We have asked T+L to consent in writing to the Firm's continued representation of T+L, and the Association's consent is not effective unless we receive reciprocal consent from T+L. This waiver would exclude the commencement of any litigation, arbitration, or other adversarial proceedings, whether actual or threatened, and the Firm will not represent either party in any such matter, which would be handled by Conflicts Counsel on behalf of the Association and independent counsel on behalf of T+L.

The Association hereby consents to: 1) the Firm's concurrent representation of the Association and T+L in their respective matters, 2) agrees that the Association will not object to our representation of, or seek to disqualify us from representing, T+L in the T+L Matters, except with respect to any litigation, arbitration, or other contested matters or adversary proceedings, whether actual or threatened, between the Association and T+L, which will be handled exclusively by Conflicts Counsel; and 3) waives any conflict that otherwise could be said to be presented by the foregoing.

Disclosure of Relationship with Other Association.

The Association and Sea Oaks Condominium Council of Co-Owners, Inc. (the "Other Association") each govern real property within a master development commonly known as *Ocean Ridge* in or around Edisto Beach, South Carolina.

The Firm currently represents each of the Other Association in connection with various legal matters and may represent the Other Association as a debtor in future chapter 11 bankruptcy proceedings and other matters (the "Other Association Matters"). The Firm also represents the Association in connection with various legal matters and may represent the Association as a debtor in a Bankruptcy Case (the "Association Matters"). The Association represents that it is not aware of any claims or disputes by or between the Association and the Other Association.

Because our representation of the Association in Association Matters and the Other Association in the Other Association Matters do not conflict, we believe that we can competently and diligently represent each client consistent with our obligations under the relevant rules of professional conduct and without any material limitations. The Firm does not represent any interest adverse to the Association, and we believe our current representation of the Other Association is not adverse to our representation of the Association, nor is our representation of any client materially limited by our responsibilities to the other. The Firm would not represent the Other Association in any matter adverse to the Association. Nevertheless, the Association should consider for itself, with the assistance of independent legal counsel if desired, whether it agrees with our conclusions and is prepared to consent to our representation of the Association and Other Association as described above. We have asked the Other Association to consent in writing to the Firm's continued representation of all parties, and the Association's consent is not effective unless we receive reciprocal consent from the Other Association. This waiver would exclude the commencement of any litigation, arbitration, or other adversarial proceedings, whether actual or threatened, and the Firm will not represent either party in any such matter.

The Association hereby consents to: 1) the Firm's concurrent representation of the Association and the Other Association in their respective matters, 2) agrees that the Association will not object to our representation of, or seek to disqualify us from representing, the Other Association in the Other Association Matters, except with respect to any litigation, arbitration, or other contested matters or adversary proceedings, whether actual or threatened, between the Association and the Other Association; and 3) waives any conflict that otherwise could be said to be presented by the foregoing.

Our Agreement

In providing legal services to the Association, absent timely advice from you to the contrary, we will act in reliance upon the understanding that this letter and the enclosed Terms constitute our mutual understanding with respect to the terms of our retention. If the Association proceeds with the use of our services, please sign and return this letter.

On behalf of K&L Gates, I thank you for the opportunity to represent the Association. We look forward to serving you.

Very truly yours,

Daniel M. Eliades

Daniel Eliades

Enclosure: Terms of Engagement for Legal Services

Sea Palms Condominium Council of Co-Owners confirms its engagement of K&L Gates LLP as set forth herein and in the enclosed Terms of Engagement.

Sea Palms Condominium Council of Co-Owners

Kent Lovett

Name: Kent Lovett

Title: President

Date: May 27, 2026 , 2026

May 26, 2026

1603598975.3

K&L GATES LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Thank you for selecting K&L Gates LLP ("K&L Gates") to represent you and to provide legal services as described in our engagement letter. These Terms of Engagement for Legal Services (the "Terms"), together with our engagement letter, set forth the basis upon which K&L Gates will provide legal services to you. Absent a contrary agreement between us, we will understand that our engagement letter and these Terms supersede any prior oral understandings between us and together form the contract ("Engagement Contract") for our initial engagement and any subsequent assignments upon which you and we may mutually agree.

We believe it is important to establish clearly the basic terms of our engagement at the outset. Accordingly, if you have any questions concerning these Terms, please contact the lawyer responsible for your engagement so that your questions or concerns may be addressed and resolved promptly.

INTRODUCTION

K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP organized under the laws of Delaware ("K&L Gates-US," the "Firm," or "we" or "us" as the context requires) and maintaining offices in certain states throughout the United States and in a number of international multiple affiliated entities.[1]

OTHER K&L GATES ENTITIES

You agree that, as your agent, we may engage other K&L Gates entities to assist us in carrying out our engagement, where appropriate and with notice to you.

Numerous countries in which our offices are located have enacted Anti-Money Laundering ("AML") laws. If K&L Gates lawyers in any of these offices are engaged to assist you in matters within the scope of our engagement, it will be necessary to comply with the applicable AML laws. In connection therewith, we or lawyers from the appropriate office may be required to obtain additional, specific evidence of client identity from you and/or to report certain transactions to the authorities. If these AML requirements are applicable, you will be informed of the details needed for compliance.

OUR LAWYER-CLIENT RELATIONSHIP

The Firm has been engaged to represent only the client(s) named in our engagement letter ("you" or the "Client"), even if someone other than you, including an insurer, is responsible for paying, or has agreed to pay, our statements. Accordingly, absent a specific, separate engagement to represent such other persons or entities, (1) if our Client is an individual, the Firm has not agreed to represent, and is not representing, any other person or any affiliated entity; (2) if our Client is a corporation, partnership, joint venture or other entity, the Firm has not agreed to represent, and is not representing, any of your constituents, including directors, officers, employees, managing agents, partners, members, shareholders, affiliates (including parents and subsidiaries) or other persons associated with you; and, (3) if our Client is a trade association or other member organization, the Firm has not agreed to represent, and is not representing, any director, officer, member of or other entity represented by you or any of your other constituents.

In addition, the Firm's engagement to represent you is limited to the matter(s) described in our engagement letter and to any additional matters for which the Firm expressly agrees to provide legal representation.

You acknowledge that the Firm has not provided you with legal advice concerning the terms and conditions of our Engagement Contract.

OUR CHARGES FOR LEGAL SERVICES

A. Legal Fees

Our statements for professional services will be substantially based upon the time spent by

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professionals, including lawyers, paralegals and other staff members operating under the supervision of lawyers, who perform services on your behalf. The hourly rates for those individuals are based upon their experience and vary by office across the Firm. Time spent on your matters will include meetings with you and others; traveling; considering, preparing and working on documents, pleadings and other papers; written and electronic correspondence; and, making and receiving telephone calls. Whether or not a matter proceeds to completion, our statements will include all work done and all expenses incurred, unless otherwise agreed.

Our hourly rates are periodically reviewed and adjusted. In preparing our statements for professional services, we will use our hourly rates in effect when our services were rendered.

Information regarding standard hourly rates and other charges established by the Firm is proprietary to the Firm. You agree not to disclose such information to third parties without the Firm's prior written consent. In the event that you are served with a demand or legal process that you believe requires you to disclose such information, you agree to notify the Firm immediately of such demand or process, and to reasonably cooperate with the Firm in protecting the Firm's proprietary information from disclosure without the Firm's consent.

Where requested, we may provide you an estimate of the overall costs that may be incurred in connection with a particular engagement. Any such estimate is necessarily based on a number of uncertain factors and future developments and may be influenced by your decisions and by the actions of third parties. Accordingly, any estimate we provide shall not constitute a promise or agreement that we will render the necessary services within a specific time or for a specific amount. The Firm's statements for professional services will be based on the Firm's billing policies, as set forth herein, and the charges reflected in such statements may vary from any estimates previously given.

B. Disbursements

You will be billed for disbursements and other charges relating to our professional services. With respect to disbursements incurred on your behalf to vendors and other third parties for incidental expenses (such as filing fees and travel expenses), you will be billed at our invoiced cost. With respect to internally-generated and other charges (such as photocopying), you will be billed in accordance with our Schedule of Standard Charges in effect when the charge is incurred. Our current Schedule is attached to these Terms. Where the nature of our engagement requires the retention of third parties (e.g., expert witnesses, accountants, actuaries or other consultants, mediators or arbitrators), we will obtain your approval for such retention, and we will forward their statements for services and expenses directly to you for payment.

C. Other K&L Gates Entities Charges

Where, with notice to you, we have engaged another K&L Gates entity to assist us in our representation of you, we will include their charges in our statement for professional services unless you ask us to arrange for the other K&L Gates entity to invoice you separately.

OUR BILLING AND PAYMENT ARRANGEMENTS

A. Billing

It is our general practice to render statements for professional services and related charges on a monthly basis. We will send a final statement after completion of our work.

You have agreed to send us an advance payment and we will deposit and hold that advance in a separate trust account. Our statements for professional services and related charges, as described in these Terms, will be presented to you and will be payable upon presentation. When our engagement is concluded or our services are terminated, you authorize us to withdraw funds from that account to pay any outstanding balance due at that time. We shall refund to you any amount remaining after the application of the advance to any outstanding balance. Should the scope of our engagement change significantly, we may request an additional advance before performing additional services.

B. Payment

We will expect payment to be made within thirty days after your receipt of our statement, without regard to the consummation of any proposed transaction or the outcome of any matter. Payment should be made by you in the full amount of our statement and you will be responsible also for any withholding tax or other deduction that may be chargeable to you by the relevant taxing authorities or by a governmental entity. In the event our statements are not paid in a timely manner, we reserve the right to defer further work on your account and, where such arrearage is not resolved after notice of delinquency is given to you, to terminate our representation of you. Under such circumstances, you agree to consent to, and not oppose, such termination and to sign a substitution of counsel and/or such other document as may be reasonably necessary to effect the Firm's termination of our lawyer-client relationship, including the Firm's withdrawal of its prior appearance in any court or other litigated proceeding. The termination of our lawyer-client relationship shall not affect your ongoing responsibility for any fees or other charges incurred as of the date of our notice of termination.

C. Liens

You hereby grant K&L Gates a lien, to the extent permissible under applicable law, on any and all claims that are the subject of our representation under the Engagement Letter and Terms of Engagement. K&L Gates's lien will be for any sums owing to the Firm for any unpaid costs, or attorney's fees and expenses, at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that K&L Gates may be able to compel payment of fees and costs from any such funds recovered on your behalf even if our representation of you has terminated before the end of the matter. Because a lien may affect your property rights, you may seek the advice of an independent lawyer of your own choosing before agreeing to such a lien. By accepting and agreeing to be bound by the Engagement Letter and Terms of Engagement, you represent and agree that you have had a reasonable opportunity to consult such an independent lawyer and—whether or not you have chosen to consult such an independent lawyer— you agree that K&L Gates will have a lien as specified above.

D. Third Party Payment Responsibility

If a third party (including an insurer) undertakes to pay any portion of the Firm's bills, 1) you will remain responsible for payment of any amounts billed by the Firm and not paid by that third party, 2) you hereby consent to the application of those funds to the outstanding balance of your account with the Firm and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion, and 3) to the extent any such third party makes payment to us on your behalf accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, you hereby consent to us adhering to those directions and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion. If you are awarded legal fees or costs by a court or other party, you will remain responsible for payment of the Firm's billed fees and other charges, even if the award to you is less than the amounts we have billed you. Where we have agreed to represent multiple clients in a matter, each client will be jointly and severally responsible for payment of the Firm's statements.

E. Questions

If you have any questions about any statement that we submit to you, you should contact the lawyer responsible for your engagement as soon as you receive it so that we may understand and address your concerns promptly.

TERMINATION

A. Your Right to Terminate

You may terminate our engagement on any or all matters at any time, with or without cause. Your termination of our services will not affect your responsibility to pay for billed and unbilled legal services rendered or other charges incurred as of the date of termination and, where appropriate, for such expenses as we may incur in effecting an orderly transition to successor lawyers of your choice.

B. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you prior to the conclusion of our services, subject to such permission from any court or tribunal as may be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding statements in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

C. Termination Upon Conclusion

Unless it is previously terminated, the Firm's representation of you, and our lawyer-client relationship with you, will terminate automatically as of the date of the last task performed by the Firm, regardless of whether (1) the Firm sends you a closing letter, (2) the Firm sends you invoices for unpaid expenses or fees, (3) a matter for you is open in the Firm's accounting records, or (4) the Firm refers to any matter for you on its website.

D. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in our engagement letter and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

OUR COMMUNICATIONS WITH CLIENTS

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

CONFIDENTIALITY

A. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

Information regarding standard hourly rates and other charges established by the Firm is proprietary to the Firm. Information regarding the Firm's security procedures, policies, and systems is proprietary and confidential to the Firm. Disclosure of this information to outside parties poses a significant security risk to the Firm and its clients. Accordingly, you agree not to disclose such information to third parties without the Firm's prior written consent. In the event that you are served with a demand or legal process that you believe requires you to disclose such information, you agree to notify the Firm immediately of such demand or process, and to reasonably cooperate with the Firm in protecting the Firm's proprietary and confidential information from disclosure without the Firm's consent.

B. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide details to them of any matter or matters on which we have represented you.

C. Disclosure to Other K&L Gates Entities

You agree that we may disclose confidential information relating to you, or any matters on which we are representing you, to other K&L Gates entities.

D. Disclosure of Representation

You agree that, in Firm brochures, attorney biographies, and other materials or information about our practice, we may indicate the general nature of our representation of you, your identity as a Firm client, and examples of engagements handled on your behalf. Consistent with our ethical obligations, we will not disclose any confidential information. If you do not wish to have your name mentioned in our materials, please so inform us in writing.

E. Internet/Cloud-Based Services and Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors, vendors, consultants, professional advisors, and other service providers as we engage to assist us in our practice or to meet our clients' legal needs (collectively, "contractors"), and may be transferred to and through any country, including countries that may not have privacy (data protection) legislation and regulations comparable, for example, to countries in the European Economic area. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time.

In addition, we may use internet/cloud-based infrastructure, services and applications for storing information and files, sharing information with clients and contractors, and for ease of access. These internet/cloud-based services and applications may include, among others, email, mobile phone applications, voice services, electronic data/document websites, artificial intelligence, generative artificial intelligence, appointment/event tracking, contact information storage, time tracking, file sharing with you and other authorized persons or entities, and file synchronization services to keep such information up to date. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

Whether we control, store, or process this information in our offices or with internet/cloud-based service providers or other contractors, we have an obligation under the applicable rules of professional conduct to protect your confidential information and not reveal such information without your informed consent. We are therefore advising you of the likelihood that during the course of this engagement we may use internet/cloud-based services and applications in your representation. Consistent with applicable rules and ethics opinions, we will take reasonable steps to prevent the disclosure of confidential information, including reviewing the various policies, procedures, and security safeguards that any internet/cloud-based service providers have in place. Although the use of these services and applications involves some degree of risk that third parties may access confidential information, we believe and, by signing this letter, you agree that the benefits of using these services and applications outweigh the risk of any accidental disclosure.

When we handle personal data in connection with the services we provide to you, including any data we outsource to internet/cloud-based service providers or other contractors or share within our offices around the world, we will comply with applicable data privacy regulations (e.g., the EU General Data Protection Regulation 2016/679, the California Consumer Privacy Act, the Chinese Personal Information Protection Law).

F. Artificial Intelligence

In connection with our representation of you, we may use artificial intelligence services, including generative AI ("GenAI") to enhance and streamline certain aspects of our services. For example, we may use this technology to aid in document analysis, summarize information, and assist in legal research. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of GenAI-generated outputs. Accordingly, we believe and, by accepting our services, you agree, that the benefits of using this technology outweigh the related risks, and you consent to the use of this technology and to our uploading confidential documents or other information relating to our representation for use with GenAI services.

CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide and will provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability 1) to represent you in any matter involving, directly or indirectly, another client, and 2) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions, we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement, (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially related to any current or concluded matter in which the Firm has represented you; (b) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and, (c) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and, (2) you agree that you will not seek to disqualify us from representing other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule or statute or tribunal with jurisdiction precludes us from doing so.

We have a large and diverse transactional patent practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render patentability, infringement and validity opinions regarding, and advance patentability arguments over, patents and/or patent applications owned, licensed or controlled by you, but not handled by our law firm. However, no attorney at the firm may simultaneously work on your matters and also render any of the aforementioned opinions or otherwise advance any arguments regarding any of your patents. In order to avoid any misunderstanding, we request that our clients, by accepting our engagement letter and these Terms, confirm that they do not think it is a conflict of interest (or that any conflict of interest is waived) when we opine for one client with respect to a patent owned by another client of the firm or distinguish same during prosecution of a patent application.

We also have a large and diverse transactional trademark practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render registrability, infringement and validity opinions regarding, and advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed or controlled by you, but not handled by our law firm. However, no attorney at the firm may simultaneously work on your matters and also render any of the aforementioned opinions or otherwise advance any arguments regarding any of your trademarks. In order to avoid any misunderstanding, we request that our clients, by accepting our engagement letter and these Terms, confirm that they do not think it is a conflict of interest (or that any conflict of interest is waived) when we opine for one client with respect to a trademark owned by another client of the firm or distinguish same during prosecution of a trademark application.

The Firm represents various third party funders ("TPFs") that provide financing for, without limitation, court based litigation, arbitration proceedings, and court judgment and arbitral award enforcement proceedings in various countries around the world (collectively, "Financing Activities"). There may be situations (known or unknown to the Firm) in which a client of the Firm (which we do not represent in relation to its Financing Activities) is providing or has provided financing to the adverse party in a matter in which the Firm is representing you. The Firm has determined that it would be able to provide competent and diligent representation to both the TPF and you in such a situation and that our representation of each will not be materially limited by our responsibilities to the other. As a condition of this engagement, you consent to the Firm's representation of you and TPFs (in matters unrelated to our work for you). In the event you seek funding or related services (known or unknown to the Firm), from TPFs, you agree that the Firm will not consider the TPF to be a client of the Firm solely as a result of the TPF providing funding and related services to you. Furthermore, you agree the Firm is in no way precluded from representing other clients in any matters adverse to TPFs that have provided or are currently providing financing or related services to you.

Finally, you agree that, for the purposes of determining whether any conflict may exist, only the client(s) identified in our engagement letter, and not any affiliated entity or person, shall be considered our client.

SANCTIONS

The firm and its lawyers are subject to legal requirements relating to international sanctions enforced in various jurisdictions. These various laws and regulations may at any time impose restrictions or prohibitions on our ability to continue work on your matter due to the parties or activity involved. In such event, we may have legal obligations, or otherwise determine it is appropriate, to take certain steps including potentially reporting matters to relevant authorities and pausing or stopping work for you immediately. Where appropriate we also may decide to apply for a government license under which work may be permitted to continue, but we are under no obligation to do so. Should additional work become necessary as a result of international sanctions, we will advise you about the estimated costs and timescales that may be involved.

OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in the legal field. We believe that these relationships with other lawyers will not adversely affect our ability to represent you.

DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon request at the conclusion of our representation of you and upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you also will have the opportunity to receive the remainder of your client file (other than any original documents previously returned to you). Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time our representation of you is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers working on your behalf and the Firm's internal or outside counsel.

NEW YORK FEE DISPUTE PROCESS

If any of our New York licensed lawyers work on this matter and if a material portion of the legal services we provide to you takes place in New York, you may have an option to invoke arbitration should a fee dispute arise between you and us during or at the conclusion of this engagement. Specifically, in any civil matter where the fee dispute involves a sum of up to $50,000, you may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both you and we are encouraged to seek resolution of lawyer-client disputes, including fee disputes, through mediation, and the New York Courts and Bar have established a program for mediation of such disputes by an impartial mediator. In the event that any fee dispute should arise in this engagement which is not promptly and satisfactorily resolved between us, we shall furnish you with further details concerning the procedures and effects of arbitration and mediation, so that you can make an informed decision as to how to proceed in the circumstances.

CLIENT RESPONSIBILITIES

It is possible that you may have insurance policies relating to the matter that is the subject of our engagement. You should carefully check the insurance policies you have purchased and, if coverage may be available, you should provide notice to all insurers that may provide such coverage as soon as possible. Although we will be pleased to assist you in assessing the potential for coverage under any policies you may have, our engagement will not include advising you with respect to the existence or availability of insurance coverage for matters within the scope of our engagement unless you supply us with copies of your insurance policies and expressly request our advice on the potential coverage available under such policies.

It is possible that you may be obligated under the Corporate Transparency Act ("CTA") to file beneficial ownership reports with the Financial Crimes Enforcement Network ("FinCEN"), a bureau within the United States Treasury Department. Our engagement will not include advising you with respect to your obligations under the CTA or the filing of any reports with FinCEN, except to the extent that we have specifically agreed to include such work in the scope of our engagement in an engagement letter. The **CTA** requires certain entities created by the filing of a document with a secretary of state (or a non-US entity registered to do business by filing a document with a secretary of state) to file beneficial ownership reports with the **FinCEN.** This filing must include information on the Reporting Company itself, its Beneficial Owners, and up to two Company Applicants. Penalties may be incurred if these obligations are not met.

Please be advised that K&L Gates does not provide patent annuity or maintenance fee services to our clients. As such, we do not docket or remind our clients with respect to any patent annuity or maintenance fees (the "Fees"). Therefore, in order to keep patent and patent applications in force, you as the client must pay the Fees and track the due dates or retain an outside vendor to do so on your behalf. If the Fees are not timely paid, patents or patent applications can expire and patent rights can be lost. A number of outside vendors provide services to pay the Fees. In general, each of these companies provide services that include docketing fee payment dates, informing a client in advance when payments are due, obtaining a client's instructions on what fees to pay, making payments on a client's behalf, and providing the client with a receipt confirming that the fees are paid in accordance with the client's instructions. We can provide vendor referrals upon request. However, K&L Gates does not endorse or recommend any particular vendor, and we cannot and do not assume any responsibility for your choice of vendor or its services.

SEVERANCE OF TERMS

If all or any part of our Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

THIRD PARTY RIGHTS

No provision of our Engagement Contract is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of our Engagement Contract.

ASSIGNMENT

A. Permitted Assignment

We may assign the benefit of our Engagement Contract to any partnership or corporate entity that carries on the business of K&L Gates-US in succession to us and you will accept the performance by such assignee of the Engagement Contract in substitution for our performance. References in these Terms (other than in this paragraph) and in any relevant engagement letter to the Firm or to K&L Gates-US shall include any such assignee.

B. Other Assignment

Subject to the foregoing paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our Engagement Contract without the written consent of the other party.

DEFINITIONS

In these Terms a reference to a **"matter"** is to a transaction, case or other matter as to which at any time you have engaged us to represent you; and, any reference to **"our services"** is to the legal services to be provided by us to you as described in our engagement letter and any other legal services provided by us to you at any time in relation to a matter.

INCONSISTENCIES

In the event of any inconsistency between our engagement letter and these Terms, the engagement letter shall prevail.

RESOLVING PROBLEMS AND DISPUTES

If you have any complaints or concerns about our work for you, please raise these in the first instance with the lawyer responsible for your engagement or with the Firm's Chairman or Global Managing Partner. We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties to your satisfaction.

APPLICATION OF TERMS

These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any engagement letter accompanying these Terms and all subsequent legal services we provide to you.

Last Updated: March 14, 2026

K&L GATES LLP

SCHEDULE OF STANDARD CHARGES

2026

DESCRIPTION OF CHARGE:	STANDARD CHARGE	UNIT BASIS
Photocopying/Image Printing	$0.20	Each copy
Color Copying/Printing	$1.00	Each copy
Media Duplication	$25.00	Per CD/DVD

Legal Research: The Firm pays for Lexis and Westlaw under monthly fixed fee contracts. The actual, monthly fixed fee is allocated to all users of the database each month, and client charges for such usage are directly proportional to the actual research conducted on their behalf.

Secretarial Overtime: As required by client specific circumstances, secretarial overtime will be charged at the Firm's average hourly rate for secretarial overtime.

The following are examples of items that will be charged at their out-of-pocket cost to K&L Gates:

Courier (Federal Express, UPS, etc.)

Business Meals

Off-site Storage Retrieval

docusign

Certificate Of Completion

Envelope Id: 381AF443-A4BB-8EC1-818B-6928F80DE367		Status: Completed
Subject: Docusign: Sea Palms Engagement Letter - Bankruptcy - 327(a).pdf		
Source Envelope:		
Document Pages: 15	Signatures: 1	Envelope Originator:
Certificate Pages: 4	Initials: 0	Rhonda.Devine
AutoNav: Enabled		6277 Sea Harbor Drive
EnvelopeId Stamping: Enabled		Orlando, FL 32821
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		rhonda.devine@travelandleisure.com
		IP Address: 170.85.133.2

Record Tracking

Status: Original 5/27/2026 1:12:02 PM	Holder: Rhonda.Devine rhonda.devine@travelandleisure.com	Location: DocuSign

Signer Events	Signature	Timestamp
Kent Lovett Kent.Lovett@qorvo.com President Security Level: Email, Account Authentication (None)	Kent Lovett Signature Adoption: Pre-selected Style Using IP Address: 63.166.216.241	Sent: 5/27/2026 1:16:06 PM Viewed: 5/27/2026 1:18:38 PM Signed: 5/27/2026 1:19:05 PM

Electronic Record and Signature Disclosure:
Accepted: 2/23/2023 2:33:15 PM
ID: 56bbdb00-cc83-4fc1-9b13-6534429442c9

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/27/2026 1:16:06 PM
Certified Delivered	Security Checked	5/27/2026 1:18:38 PM
Signing Complete	Security Checked	5/27/2026 1:19:05 PM
Completed	Security Checked	5/27/2026 1:19:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Club & Association Governance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Club & Association Governance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cory.chambers@wyn.com

To advise Club & Association Governance of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cory.chambers@wyn.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Club & Association Governance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cory.chambers@wyn.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Club & Association Governance

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cory.chambers@wyn.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Club & Association Governance as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Club & Association Governance during the course of your relationship with Club & Association Governance.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[1] Debtor.	Case Number: 26-02880-JD Chapter 11, Subchapter V

STATEMENT OF K&L GATES LLP
PURSUANT TO 11 U.S.C. § 329(a) AND RULE 2016(b)
OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE

I, Daniel M. Eliades, Esq., a partner with the law form of K&L Gates, LLP ("K&L Gates"), in accordance with 11 U.S.C. § 329(a) and F.R.B.P. 2016(b), states as follows:

1. K&L Gates was retained by Debtor to provide pre-petition services pursuant to an engagement letter between K&L Gates and the Debtor dated as of August 5, 2025. K&L Gates was subsequently retained by the Debtor to provide pre-petition and post-petition services related to these Chapter 11 Cases pursuant to an engagement letter between K&L Gates and the Debtor dated as of May 26, 2026 (the "Engagement Letter").

2. Prior to the commencement of the Chapter 11 Case, Debtor paid the Firm $75,000, $74,355.50 of which was applied to pre-petition fees and expenses. Specifically, Debtor has made the following payments to K&L Gates:

Payment Date	**Amount**
September 18, 2025	$50,000 (Retainer)
November 5, 2025	($4,768.50)
January 22, 2026	($18,945)
May 15, 2026	($10,654)

[1] The last four digits of the Debtor's tax identification number are 0191.

Payment Date	**Amount**
June 2, 2026	25,000 (Retainer)
June 18, 2026	($39,987.00)
TOTAL PAID	$75,000
TOTAL RECEIVED	$74,355.50
REMAINING RETAINER	$644.50

3. As noted, on September 18, 2025, and June 2, 2026, K&L Gates received retainer payments totaling $75,000 (the "Retainer"). Prior to the filing of Debtor's bankruptcy petition, K&L Gates applied $74,355.50 of the Retainer toward outstanding pre-petition fees and disbursements. After doing so, K&L Gates continues to hold a Retainer in the amount of $644.50, which will constitute a retainer for post-petition services and expenses in the Chapter 11 Case.

4. Debtor has been advised that, upon application and subject to Court approval, Debtor and its estate shall be responsible for all fees and actual expenses incurred by K&L Gates.

5. K&L Gates informed the Debtor that it operates in both national and regional marketplaces for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, and that the Firm's expertise, performance, and reputation, the nature of the work involved, as well as other factors. The hourly rates K&L Gates charged Debtor prior to the Petition Date are the same as the rates K&L Gates has indicated it will charge Debtor post-petition. K&L Gates has informed Debtor (and discloses herein) that the Firm's hourly rates are subject to periodic adjustments to reflect economic and other conditions.

6. K&L Gates has not shared or agreed to share compensation with any other entity.

Executed on June 26, 2026.

<u>/s/ Daniel M. Eliades</u>
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Newark, NJ 07102
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