

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

HEARING DATE: April 22, 1999
TIME: 10:00 a.m.

In re

BRADLEES STORES, INC., et al.

Chapter 11

Case Nos. 95 B 42777
Through 95 B 42784 (BRL)

(Jointly Administered)

Squire, Sanders & Dempsey L.L.P.
Special Real Estate Counsel to the Debtors

Interim Fees Sought \$42,585.00
Interim Expenses Sought \$712.00
Retainer Paid: None
Previous Fees awarded: \$21,125.50
Holdback: None
Previous Expenses Awarded: \$619.80

Name of Professional	Year Admitted	Hours	Rate(s)	Total	
Counsel					Hourly rates for similar work in non-bankruptcy matters are the same. Time Records Submitted as Exhibit B Blended Hourly Rate: \$288.33 (Excluding paraprofessionals)
David W. Thompson	1983	121.25	\$320	\$38,800.00	
Arnold Lehman	1984	.4	\$350	\$140.00	
Todd Kleinman	Pending	24.3	\$150	\$3,645.00	
TOTAL		1452.95		\$42,585.00	

Hearing Date: April 22, 1999
Time: 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re :
BRADLEES STORES, INC., et al., : Chapter 11
 : Case No. 95 B 42777
 : through 95 B 42784 (BRL)
 Debtors :
 : (Jointly Administered)

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FINAL APPLICATION OF SQUIRE, SANDERS & DEMPSEY L.L.P., FOR
ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AS
SPECIAL REAL ESTATE COUNSEL FOR BRADLEES STORES, INC., ET
AL., AND FOR REIMBURSEMENT OF EXPENSES AND
DISBURSEMENTS

TO THE HONORABLE BURTON R. LIFLAND,
UNITED STATES BANKRUPTCY JUDGE:

Squire, Sanders & Dempsey L.L.P. (“Applicant”) hereby submits this application (the “Application”) seeking final allowance of compensation and reimbursement of expenses pursuant to sections 330 and 331 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for services rendered during the period from January 1, 1999 through and including February 2, 1999 (the “Fee Period”) as special real estate counsel for Bradlees Stores, Inc. (“Stores”), Bradlees Administrative Co., Inc., Dostra Realty Co., Inc., Maximedia Services, Inc., New Horizons of Bruckner, Inc., and New Horizons of Westbury, Inc., debtors and debtors-in-possession herein (collectively, “Bradlees” or the “Debtors”), and in support of the

Application, respectfully represents as follows:

I. Introduction

1. On June 23, 1995 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. Pursuant to an Order of this Court dated June 23, 1995, the Debtors’ chapter 11 cases were consolidated for procedural purposes only and are being jointly administered. The Debtors operated their businesses and managed their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed in these cases. On July 6, 1995, an Official Committee of Unsecured Creditors (the “Creditors’ Committee”) was formed pursuant to Bankruptcy Code section 1102(a). On February 3, 1999, Debtors (other than New Horizons of Yonker, Inc.) emerged from the Chapter 11 proceedings pursuant to a plan approved by this Court.

2. The Debtors own and operate discount retail department stores in the northeastern United States.

3. Pursuant to Section II(B) of the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Under 11 U.S.C. § 330, made applicable to cases pending in the Southern District of New York by the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases (the “Guidelines”), Applicant is required to describe the status of the Debtors’ chapter 11 cases to the extent of Applicants’ involvement in same. In accordance with such requirement, the Applicant submits the following:

In the past month Applicant has assisted Debtors in various transactions relating to real estate assets owned or leased by Debtors. In connection therewith Applicant has participated in negotiations relating to real estate transaction with Debtors and third parties or as special real

estate counsel to Debtors and Dewey Ballantine LLP, Debtors' primary bankruptcy counsel. A more detailed list of specific assignments is contained in Paragraph 15 below.

4. By Order dated August 16, 1995 (the "Administrative Order"), the Court established, among other things, procedures for the submission of interim fee applications.

5. By Order dated February 18, 1997 (the "Fee Order"), the Court modified the interim compensation procedures in these chapter 11 cases. Specifically, effective for the period beginning January 1, 1997, inter alia, (i) the length of each budget period was increased to four months, with interim applications filed at the conclusions of each four month period; (ii) upon approval by the Fee Review Committee of a monthly fee statement, the Debtors were authorized to pay professionals eighty percent of the fees and one hundred percent of the disbursements set forth in such fee statement up to a cap calculated in accordance with the budgets submitted by each professional; and (iii) professionals were authorized to submit more abbreviated interim applications which provide only general descriptions of the services rendered during the fee period and dispense with a discussion of the legal standards for granting fee applications.

6. On September 26, 1997, by Order of the Court, Applicant was authorized to be retained by Debtor as special real estate counsel nunc pro tunc to March 31, 1997 (the "Retention Order"). Applicant has previously made its First Application For Allowance of Interim Compensation For Services on September 27, 1997, Revised Second Application for Allowance of Interim Compensations for Services on March 12, 1998 , Third Application for Allowance of Interim Compensation on July 9, 1998, Fourth Application for Allowance of Interim Compensation on November 10, 1998 and Fifth Application for Allowance of Interim

Compensation on February 24, 1999. Applicant has not submitted monthly bills for this period as this is the final bill to be rendered with respect to Debtor's Chapter 11 proceedings.

7. Applicant submits this Application seeking (a) allowance of reasonable compensation for the professional services rendered by the firm as special real estate counsel to the Debtors in these Chapter 11 cases during the Fee Period and (b) reimbursement of actual and necessary out-of-pocket disbursements and expenses incurred in the rendition of required professional services on behalf of the Debtors during such period.

8. All of the professional services for which compensation is sought were rendered solely on behalf of the Debtors in connection with these cases and not on behalf of any committee, creditor or other party.

9. Applicant has maintained detailed records of the time expended in rendering the professional services performed on behalf of the Debtors in these cases. Such time records were generated contemporaneously with the performance of the professional services described therein and in the ordinary course of Applicant's practice. The individual time records were recorded by the attorney or legal assistant who rendered the particular services described. Annexed hereto as Exhibit A is a schedule which shows a summary of the hours worked, the hourly billing rates and the total charges of each professional and paraprofessional performing services in this matter. Annexed hereto as Exhibit B is a copy of the actual time records maintained by Applicant for the Fee Period. The time records for Applicant are divided into categories representing the substantial matters worked on with separate categories for miscellaneous smaller matters and administrative matters in order to simplify review of applications for fee reimbursement.

10. Applicant's records reflect that, during the Fee Period, attorneys, clerks and legal assistants rendered an aggregate of 145.95 hours of legal services. These services represent a total charge of \$42,585.00, calculated in accordance with Applicant's normal hourly rates in effect at the time the services were rendered.

11. Applicant also maintains records of all expenses and disbursements incurred by Applicant which were necessary in connection with the performance of its services (collectively, the "Expenses"). Attached hereto as Exhibit C is a schedule, prepared from documents maintained by Applicant's billing department with respect to such Expenses, which schedule sets forth the amounts and types of Expenses incurred during the Fee Period. The amount of Expenses incurred by Applicant on behalf of the Debtors during the Fee Period aggregates \$712.00. Attached hereto as Exhibit D is a complete breakdown of all such expenses.

12. As Debtor has emerged from Chapter 11 proceedings, no further budget was required to be submitted to the Court at the fee committee for the period covered by this bill.

13. Bankruptcy Code section 330 authorizes bankruptcy courts to award professionals employed by a debtor, under Bankruptcy Code section 327, "reasonable compensation" for actual and necessary services rendered to the debtor by such professionals. Under Bankruptcy Code section 330, the reasonableness of the compensation sought by a professional is determined by consideration of the following factors: (a) the nature, extent and value of such services; (b) the time spent on such services; and (c) the cost of comparable services for non-bankruptcy cases.

14. Applicant respectfully submits that the professional services which it has rendered and the Expenses that it incurred on behalf of the Debtors were necessary and have resulted in very substantial benefits to the Debtors and their estates. Set forth in Paragraph 15 below is a

transaction summary of the services provided by Applicant to the Debtors during the Fee Period.

Based on an analysis of each of the foregoing and other relevant factors, Applicant respectfully submits that the compensation sought in this Application is reasonable.

II. Services Rendered

15. During the Fee Period, Applicant rendered professional legal services to the Debtors in a variety of areas. In general, Applicant worked closely with the Debtors and advised and assisted them with respect to a number of real estate matters and issues relating to these chapter 11 cases, including, but not limited to:

- a. Union Square, New York City – Work relating to the transfer and sale of the lease for Bradlees Store at 40 East 14th Street, New York City, including extensive negotiations with potential purchasers of the Leasehold interest, review and summarizing provisions of the lease and preparation of draft documentation to effect the sale.
- b. Norwalk, Connecticut – Continued work on defending claims made by Debtor's landlord with respect to prior transfers of the leasehold interests between Bradlees and Stop & Shop, including the obtaining of expert witnesses and information concerning the original parties who were involved with the transaction.

16. During the Fee Period, Applicant devoted an aggregate of 145.95 hours to the performance of legal services as special real estate counsel to the Debtors, representing aggregate time charges of \$42,585.00.

17. Applicant also seeks approval for the reimbursement of actual and necessary expenses incurred during the Fee Period in the sum of \$712.00. Applicant submits that the amount of expenses and disbursements it incurred in connection with the effective and efficient performance of services was necessary and are entirely reasonable. Annexed hereto as Exhibit F are certifications required by the Guidelines.

LBR 9013-1(b) Waiver

18. Applicant respectfully requests that the Court waive the requirement under LBR 9013-1(b) that a separate memorandum of law be filed in support of this Application. Applicant reserves the right to submit a reply memorandum of law in the event objections to the Application are filed.

Notice

19. Notice of this Application was given in accordance with the Court's Orders dated August 16, 1995 and February 29, 1996 establishing, inter alia, notice requirements for these chapter 11 cases with respect to interim fee applications. Applicant respectfully submits, and requests that this Court so find, that no other or further notice is necessary or required.

WHEREFORE, Applicant respectfully requests the entry of an Order (a) allowing Applicant interim compensation for legal services rendered during the Fee Period in the amount of \$42,585.00 and reimbursement for Applicant's actual and necessary expenses of \$712.00 during the same period in connection with such services, (b) directing payment of the unpaid portion thereof and (c) granting such other and further relief as may be just and proper.

Dated: New York, New York
March 11, 1999

SQUIRE, SANDERS & DEMPSEY L.L.P.

By: _____
David W. Thompson (DT 6727)

350 Park Avenue
New York, New York 10022
(212) 872-9840

Special Real Estate Counsel for Bradlees Stores,
Inc., et al., Debtors and Debtors-in-Possession

**SUMMARY OF PROFESSIONAL
AND PARAPROFESSIONAL TIME**

<u>Counsel</u>	<u>Hours</u>	<u>Rates</u>	<u>Total</u>
David W. Thompson	121.25	\$ 320	\$38,800.00
Arnold Lehman	.4	\$350	\$140.00
Todd Kleinman	24.3	\$ 150	\$3,645.00
Total	<u>145.95</u>		<u>\$42,585.00</u>

SQUIRE, SANDERS & DEMPSEY, L.L.P.
350 Park Avenue
New York, New York 10022

Federal Employer ID Number: 34-0648199

For Professional Services Rendered for the Period 1/1/99-1/31/99
Client Matter Number: BRA89-003-7 (Lease Modifications - General)

Date	Hours	Attorney	Rate	Fee	Narrative
01/04/99	5.25	Thompson,D	\$320	\$1680	Attended meeting at Dewey Ballantine to discuss Union Square Lease with DB, Client, Gabriel Capital and R.E. Brokers (5.25).
01/05/99	8.2	Thompson,D	\$320	\$2624	Work on memorandum for Union Square Lease (1.6); Review Union Square Lease (5.5); Multiple telephone calls to D.DiFelice re: Union Square Lease (1.1).
01/06/99	0.7	Kleinman, T.	\$150	\$105	Review memorandum on Union Square Lease for D.Thompson (.7).
01/06/99	11.0	Thompson, D.	\$320	\$3520	Continued review of Union Square Lease and work on memorandum covering Union Square Lease (10.0); Multiple telephone calls to D.DiFelice re. Union Square Lease (1.0); distribution to all parties (N/C).
01/07/99	7.7	Thompson,D	\$320	\$2464	Worked on draft leasehold assignment agreement and Letter of Intent (6.5); Multiple telephone calls to D. DiFelice re: Union Square Lease (.7); Continued work on Bradlees memorandum re: Union Square Lease (.5).
01/08/99	13.6	Kleinman, T.	\$150	\$2040	Drafting and proofreading draft leasehold assignment agreement and exhibits and distribution of same to all parties to the proposed sale transaction (13.6).
01/08/99	10.20	Thompson,D	\$320	\$3264	Continued work on draft leasehold assignment agreement, schedules to leasehold assignment agreement to conform to changing transaction (6.4); Finish Letter of Intent and distributed, to all parties (3.0); Multiple telephone calls Dan DiFelice, Skadden Arps and Dewey re: leasehold assignment issues (.8).

01/11/99	0.5	Kleinman, T.	\$150	\$75	Review faxes re: comments on draft leasehold assignment documentation (.3); organization of file (.1); telephone with D.Thompson (.1).
01/11/99	7.7	Thompson,D	\$320	\$2464	Lease assignment document revisions to incorporate multiple party comments (4.8); distributions of leasehold assignment documents (.3); multiple telephone calls to D.DiFelice, Hornacek, Hartley, Schick, Carr and Groper re: comments to leasehold assignment documents (2.4); Title policy update ordered from Chicago Title (.2).
01/12/99	1.8	Kleinman, T.	\$150	\$270	Review faxed comments to draft leasehold assignment documents (1.4); organization of files (.4).
01/12/99	0.2	Lehman, A.	\$350	\$70	Conference with D.Thompson re: Union Square Lease (.2).
01/12/99	8.2	Thompson,D	\$320	\$2624	Multiple revisions and distributions to all parties of the Union Square leasehold assignment documents (3.4); preparation and distribution of sublease to M.Hirshfeld (2.2); multiple telephone calls to parties negotiating the transaction, including DiFelice, Skadden Arps, Gabriel Corp., D.B., etc. (2.6).
01/13/99	1.0	Kleinman, T.	\$150	\$150	Drafting and proofreading draft leasehold assignment agreement (1.0).
01/13/99	0.2	Lehman, A.	\$350	\$70	Conference with D.Thompson re. Union Square Lease (.2).
01/13/99	4.6	Thompson,D	\$320	\$1472	Telephone call to M.Hirshfeld re: Union Square lease issues (.3); revisions to and redistribution of memo re: Union Square lease (2.0); multiple telephone calls to D.DiFelice and Carr (Kelly Drye) re: sale transaction (.7); Preparation of December bill (1.0); Telephone calls to Altschuler and Berman re. Union Square sale documents (.6).
01/15/99	3.0	Thompson,D	\$320	\$960	Telephone calls to D.DiFelice re. status of Union Square sale (.5); sublease and related documents revised to incorporate comments and distributed with Union Square lease memo (2.5).

01/18/99	2.7	Thompson,D	\$320	\$864	Work on title related issues with Hornacek and Kleinman (2.7).
01/19/99	3.2	Thompson,D	\$320	\$1024	Review of and comments to Sandy Schick on DB Motion for US Sale (.8); telephone calls to Matt Hartley and D.DiFelice re: U.S. sale issues (1.2); worked on monthly bill (.3); review and distribution of title policy from Chicago Title (.9).
01/20/99	1.25	Thompson,D	\$320	\$400	Telephone calls to M.Hartley and Nigel DePaul (.25); work on title related matters (1.0).
01/21/99	7.1	Thompson,D	\$320	\$2272	Multiple telephone calls to Carr, DiFelice, Hirshfeld and Hornacek and other parties re: Union Square sale and outstanding issues raised by various parties (3.0); drafted post closing lease (for sale lease back) (3.1); started revisions to other lease sale documents (1.0).
01/22/99	0.2	Kleinman, T.	\$150	\$30	Review title policy for information requested by DT (.2).
01/22/99	7.3	Thompson,D	\$320	\$2336	Revisions to lease sale documents (4.6); multiple conference calls to DiFelice, Carr and other parties to the transaction to resolve outstanding issues (2.2); review of title comments (.5).
01/23/99	2.0	Thompson,D	\$320	\$640	Multiple conference calls with Hornacek, DiFelice and other parties re: open issues of U.S. Sale (2.0).
01/24/99	1.1	Kleinman, T.	\$150	\$165	Review title policy (1.1).
01/24/99	6.00	Thompson,D	\$320	\$1920	Multiple conference calls with Carr, DiFelice, Hornacek, Skadden Arps re: open issues for U.S. sale (2.0); redrafting and distribution of principal leasehold sale documents (4.0).
01/25/99	2.5	Kleinman, T.	\$150	\$375	Review title policy and leasehold sale agreement (2.2); conference with D.Thompson and D.DiFelice via telephone (.3).
01/25/99	9.2	Thompson,D	\$320	\$2944	Prepared letter re: overbid fee (1.1); revised and distributed NBLOI to all parties (2.7); telephone comments from Carr, DiFelice, Skadden, DB and other parties regarding changes to transaction

					documents (4.0); Revised lease sale agreement and related documents (3.0); telephone with D.DiFelice re: Norwalk hearing with Alan Vernon (.4).
01/26/99	2.9	Kleinman, T.	\$150	\$435	Drafting and proofreading draft leasehold assignment agreement (2.9).
01/26/99	7.5	Thompson,D	\$320	\$2400	Continued negotiation of Union Square LOI and LSA all day with all parties (3.1); Revised documents and distributed to all parties (4.4).
01/27/99	0.50	Thompson,D	\$320	\$160	Union Square files organized and sent to file room (.3); phones with D.DiFelice on status (.1); telephone call to Dan Loseo re: Norwalk and expert (.1).
01/28/99	5.25	Thompson,D	\$320	\$1680	Attendance at the confirmation hearing for Union Square sale (2.5); revised documents in accordance with change in transaction (2.5); telephone with D.DiFelice re: results of hearing (.25).
02/02/99	3.4	Thompson,D	\$320	\$1088	Phone Dan DiFelice and Mike Sawyer re: expert for Norwalk hearing (.4); Phone D. Loseo re: use and need for expert (.3); Phone Manuel Halper (expert) to discuss issues and his availability to serve as expert witness (1.3); Review lease provisions for Norwalk (0.5); Phone Dan DiFelice with results of conversation with Halper (.3); Phone Halper to confirm his participation and to review issues on the matter (.6)

Total Hours: 145.95

Total Fees: \$42,585

Out-of-Pocket Expenses Incurred
From January 1, 1999 Through February 2, 1999¹

<u>Category</u>	<u>Total</u>
Hand Delivery	\$0.00
Local Travel	\$674.00
Overnight Delivery/Express Mail	\$0.00
Photocopying -- Internal ²	\$0.00
Telecommunications (external) ³	\$38.00
TOTAL DISBURSEMENTS	\$712.00

¹ To the best of our knowledge and belief, the charges for out-of-pocket expenses listed herein comply with the cost accounting requirements imposed by the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases (the "Guidelines"). Standard client charges from which the expense charges are derived are established in the ordinary course of Squire, Sanders & Dempsey L.L.P.'s business, however, and include other overhead components and certain amortization of the cost of investment, equipment and capital outlay over and above these costs which are not permitted by the Guidelines. The following footnotes explain any differences which may exist between amounts of expenses charged to clients in Squire, Sanders & Dempsey L.L.P.'s ordinary course of business (as listed in Exhibit D to this application), and amounts charged to the estates in these cases in compliance with the Guidelines (as summarized herein).

² For purposes of complying with the Guidelines, internal copying charges have been reduced to 12.0¢ per copy. Velobinding charges have been reduced to \$2.50 per document.

³ For purposes of complying with the Guidelines, telephone charges reflect only charges charged to Applicant by outside telecommunication service providers; telefax charges have been reduced to estimated cost.

**Bradlees, Inc.
Lease Modifications-Gen'l
(BRA89-003-7)**

Category	Date	Standard Value		Matter Value		Narrative
		Expenses & Disbursements	Other Charges	Expenses & Disbursements	Other Charges	
Fax						
	12/21/98	4.50		3.00		Fax: 781-380-5879
	12/21/98	4.50		3.00		Fax: 617-770-6416
	1/7/99	10.50		7.00		Fax: 781-380-8309
	1/7/99	10.50		7.00		Fax: 781-380-5879
	1/8/99	9.00		6.00		Fax: 781-380-8309
	1/8/99	9.00		6.00		Fax: 302-407-0774
	1/8/99	9.00		6.00		Fax: 781-586-9429
Local Travel						
	12/23/98	111.00		111.00		Cold Spring Harbor D. Thompson
	12/27/98	43.50		43.50		Bronx Zone 10467 Voltaire Pickett
	12/30/98	92.50		92.50		Cold Spring Harbor D. Thompson
	1/5/99	103.50		103.50		Cold Spring Harbor D. Thompson

	1/7/99	97.50		97.50		Cold Spring Harbor D. Thompson
	1/8/99	112.50		112.50		Cold Spring Harbor D. Thompson
	1/9/99	21.00		21.00		Riverside Drive Todd Kleinman
	1/12/99	92.50		92.50		Cold Spring Harbor D. Thompson

Return Date: March 19, 1999
Time: 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
BRADLEES STORES, INC., <u>et al.</u> ,	:	Case No. 95 B 42777
	:	Through 95 B 42784 (BRL)
Debtors	:	(Jointly Administered)

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STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

David W. Thompson, being duly sworn, deposes and says:

I am counsel to the firm of Squire, Sanders & Dempsey L.L.P., Applicant in the above-captioned chapter 11 cases, and make a solemn oath that the statements contained in the foregoing Application are true according to the best of my knowledge, information and belief.

s/s David W. Thompson

Sworn to before me this
__ day of March, 1999

Arnold S. Lehman, Notary Public

Return Date: March 19, 1999
Time: 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re :
BRADLEES STORES, INC., et al., : Chapter 11
Debtors : Case No. 95 B 42777
Through 95 B 42784 (BRL)
(Jointly Administered)

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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

David W. Thompson, being duly sworn, deposes and says:

1. I am an attorney admitted to practice before this Court and am counsel to the firm of Squire, Sanders & Dempsey L.L.P. ("SS&D"), which firm maintains offices for the practice of law at 350 Park Avenue, New York, New York 10022. SS&D has acted and rendered professional services as counsel for the Debtors in the above-captioned chapter 11 cases.

2. No agreement or understanding exists between SS&D and any other person for the sharing of the firm's compensation received or to be received for professional services rendered in connection with these cases.

3. No division of compensation shall be made by SS&D and no Agreement prohibited by 18 U.S.C. § 155 has been made.

s/s David W. Thompson

Sworn to before me this
__day of March, 1999

Arnold S. Lehman, Notary Public

Return Date: March 19, 1999
Time: 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
BRADLEES STORES, INC., <u>et al.</u> ,	:	Case No. 95 B 42777
	:	Through 95 B 42784 (BRL)
Debtors	:	(Jointly Administered)

-----x

CERTIFICATION REQUIRED BY THE AMENDED GUIDELINES
FOR FEES AND DISBURSEMENTS FOR PROFESSIONALS
IN SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY CASES

David W. Thompson, an attorney admitted to practice before this Court and before the courts of the State of New York, certifies that:

1. I am counsel to the law firm Squire, Sanders & Dempsey L.L.P. (“SS&D”) for the Allowance of Compensation for Services Rendered as Counsel for Debtors and Debtors in Possession and for Reimbursement of Expenses (the “Fee Application”).

2. This certification is made in accordance with the Administrative Order, dated April 16, 1995, of this Court, which established the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York bankruptcy Cases (the “Guidelines”).

3. I have read the attached Fee Application, and to the best of my knowledge, information and belief formed after reasonable inquiry, the Fee Application complies with the

Guidelines as such were modified by the Court's Orders dated August 16, 1995 and February 10, 1997 (together, the "Fee Procedures Orders") establishing, among other things, procedures for the submission of interim fee applications in these chapter 11 cases; to the best of my knowledge, information and belief formed after reasonable inquiry, the fees and disbursements sought fall within the Guidelines; and except to the extent that such fees or disbursements are prohibited by or exceed the rates permitted by the Guidelines, the fees and disbursements sought are billed at rates and in accordance with practices customarily employed by SS&D and generally accepted by SS&D's clients.

4. As the Fee Application is the first application for payment of SS&D's fees and disbursements, the Fee Review Committee has not been previously provided with prior statements of the fees and disbursements of SS&D accrued during the period covered by the Fee Application.

5. In seeking reimbursement of necessary expenses, disbursements and other charges incurred and paid by Applicant in connection with the performance of its legal services, SS&D does not make a profit on such reimbursements; in seeking reimbursement for a particular expense, SS&D does not include in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment or capital outlay, and in seeking reimbursement for a service which SS&D justifiably purchased or contracted for from a third

party, SS&D requests reimbursement only for the amount billed to SS&D by the third party vendor and paid by SS&D to such vendor.

Dated: New York, New York
March __, 1999

SQUIRE, SANDERS & DEMPSEY L.L.P.

s/s David W. Thompson (DT 6727)

350 Park Avenue
New York, New York 10022
(212) 872-9840

Special Real Estate Counsel for Bradlees Stores,
Inc., et al., Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

BRADLEES STORES, INC., et al.

Debtors.

Chapter 11

Case Nos. 95 B 42777
Through 95 B 42784 (BRL)
(Jointly Administered)

FINAL APPLICATION OF
SQUIRE, SANDERS & DEMPSEY L.L.P.
FOR ALLOWANCE OF COMPENSATION FOR
SERVICES RENDERED AS SPECIAL REAL ESTATE
COUNSEL FOR BRADLEES STORES, INC., ET AL.,
AND FOR REIMBURSEMENT OF EXPENSES AND
DISBURSEMENTS

SQUIRE, SANDERS & DEMPSEY L.L.P.

SPECIAL REAL ESTATE COUNSEL FOR
BRADLEES STORES, INC., ET AL.

350 PARK AVENUE
NEW YORK, NY 10022
TELEPHONE (212) 872-9800

COPY RECEIVED

THIS _____ DAY OF _____
