

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

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC,  
*et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date: January 10, 2018, at 10:00 a.m. (ET)

Obj. Deadline: January 3, 2018, at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR AN ORDER PURSUANT TO  
11 U.S.C. §§ 105 AND 363 AUTHORIZING THE DEBTORS TO RETAIN EXPERT  
CONSULTANT NUNC PRO TUNC AS OF DECEMBER 18, 2017**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby move (the "Motion") pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") for the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), authorizing the Debtors to pay the fees and expenses of Province, Inc. ("Province") in connection with the Debtors' ongoing Chapter 11 proceedings (the "Chapter 11 Cases").<sup>2</sup> In support of this Motion, the Debtors respectfully state as follows:

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for*

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<sup>1</sup> The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14225 Ventura Boulevard #100, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors' noticing and claims agent at [www.gardencitygroup.com/cases/WGC](http://www.gardencitygroup.com/cases/WGC), or by contacting the proposed undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Declaration of Lawrence R. Perkins in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* [D.I. 12] (the "First Day Declaration").

*the District of Delaware*, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Debtors consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The statutory predicates for the relief requested herein are sections 105 and 363 of the Bankruptcy Code.

### **BACKGROUND**

#### **A. The Chapter 11 Cases**

4. On December 4, 2017 (the “Petition Date”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”).

5. Each Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered for procedural purposes pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

6. On December 14, 2017, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the official committee of unsecured creditors (the “Committee”) pursuant to section 1102 of the Bankruptcy Code.

7. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the Chapter 11 Cases can be found in the First Day Declaration, which is incorporated herein by reference.

**B. The Adequate Protection Properties**

8. The Debtors intend to file a chapter 11 plan that implements the Debtors' proposed restructuring and that transitions the Debtors' real estate investment business to institutional financing sources. To this end, the Debtors have entered into an agreement with Hankey Capital, LLC (the "DIP Lender"), subject to the approval of the Court, pursuant to which it will provide the Debtors with up to \$100 million in debtor in possession financing, (the "DIP Financing") that will be secured by first priority priming liens on 28 properties (the "Core Assets") each owned individually by 27 of the Debtors.

9. Prior to filing the bankruptcy petition, the Debtors engaged in a private fundraising operation managed by WMF Management, LLC ("WMF Management"), which directly owns seven fund entities (the "Funds"). The Funds issued short-term notes secured by a pledge of certain promissory notes and related loan and security agreements, deeds of trusts, or mortgages owned by the Funds (the "Notes" issued to the "Noteholders").

10. Because the DIP Lender will receive first priority priming liens on the Core Assets, the Noteholders' interests in the Core Assets will be subordinate to those of the DIP Lender.

11. While the Debtors believe that the Noteholders' liens on the Core Assets are not properly perfected, and thus subject to avoidance, out of an abundance of caution, at this stage in the proceedings, the Debtors are making available conditional adequate protection to the

Noteholders (the “Adequate Protection”) in the form of replacement liens on certain of the Debtors’ properties other than the Core Assets (the “Adequate Protection Properties”).

**C. Province Engagement Contract**

12. Province is a consulting firm specializing in valuation analyses, financial advisory, corporate reorganization, and trustee-related services, with extensive experience in bankruptcy proceedings. The Debtors wish to retain Province to assist them in connection with the valuation of certain properties including, but not limited to, the Adequate Protection Properties. The Debtors believe that Province is well-qualified to assist them in connection with the Chapter 11 Cases.

13. On December 18, 2017, the Debtors agreed to the terms of a contract with Province, attached hereto as Exhibit B (the “Contract”). Pursuant to the Contract, Province has agreed to provide expert consulting and testifying services in connection with the Chapter 11 Cases. In particular, Province and its employees will prepare and present affidavits, reports, or other summaries of their expert opinions to Debtors’ counsel and/or testify regarding their expert opinions at court hearings, depositions or other proceedings. The Contract provides that Province will be compensated on a time and materials basis and the Province employees involved in the engagement will be billed at their standard rates as follows:

<b>Province employee</b>	<b>Rate</b>
Paul Huygens	\$730.00/hour
Frederick Chin	\$550.00/hour
Mark Kemper	\$420.00/hour
Jin Dong	\$375.00/hour

The Debtors also agreed to pay all reasonable out-of-pocket expenses for travel, hotels, and meals.

**RELIEF REQUESTED**

14. By this Motion, the Debtors seek the entry of an order (a) approving the retention of Province as the Debtors' valuation expert *nunc pro tunc* to December 18, 2017, which is the date on which Province began rendering services to the Debtors; and (b) permitting the Debtors to pay the fees and expenses of Province in accordance with the terms of the Contract.

**BASIS FOR RELIEF**

15. In pertinent part, section 363(b) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). When interpreting section 363(b), courts within this district have held that transactions should be approved when, as here, they are supported by management's sound business judgment. *See, e.g., Dai-Ichi Kangyo Bank, Ltd., Chi. Branch v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (Bankr. D. Del. 1999); *In re Del. & H.R. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991). Moreover, pursuant to section 105(a) of the Bankruptcy Code, a bankruptcy court “may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

16. It is well established that courts are unwilling to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence, and will uphold a board's decisions as long as they are attributable to “any rational business purpose.” *Unocal Corp. v. Mesa Petroleum Co.*, 493 A.2d 946, 954 (Del. 1985) (citing *Sinclair Oil Corp. v. Levien*, 280 A.2d 717, 720 (Del. 1971)). Whether or not there are sufficient business reasons to justify the use of assets of the estate depends upon the facts and circumstances of each case. *See Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983).

17. In this case, the Debtors have ample justification to enter into the Contract and to pay the fees and expenses of Province pursuant to the Contract. Province will assist the Debtors in connection with the Chapter 11 Cases by, among other things, providing an appraisal of the Adequate Protection Properties in order to assess whether liens on those properties will serve as adequate protection for the Noteholders.

18. In the exercise of their business judgment, the Debtors believe that the fees and expenses provided for in the Contract are normal and customary for such services, and that the payment of those fees and expenses is reasonable and appropriate. As discussed above, Province has the requisite expertise and is qualified to assist the Debtors in connection with this matter.

19. The Debtors respectfully submit that the retention of Province and the payment of Province's fees and expenses are proper under section 363 of the Bankruptcy Code. Many courts have held that experts are not "professionals" under section 327 and need not be formally retained to testify. *In re Napoleon*, 233 B.R. 910, 913 (Bankr. D. N.J. 1999) (finding that expert witnesses are not "professionals" under section 327 because they do not "play an integral role in the administration of the bankruptcy case"); *In re Zenith Elecs. Corp.*, 241 B.R. 92 (Bankr. D. Del. 1999) (holding that investment banking firm and its representatives that had provided prepetition services for the debtor were not disqualified from testifying in the debtor's bankruptcy case notwithstanding the fact that the firm had not, and could not, be retained pursuant to section 327); *In re Babcock Dairy Co. of Ohio, Inc.*, 70 B.R. 691, 692 (Bankr. N.D. Ohio 1987) (expert witness' relationship to the administration of the debtor's estate is too tangential for the expert to be considered a section 327 professional); *Elstead v. M. Nolden (In re That's Entm't Mktg. Grp., Inc.)*, 168 B.R. 226, 230 (N.D. Cal. 1994) (same).

20. Province has not and will not provide any significant services that could be described as central to the administration of the bankruptcy cases. Indeed, the Debtors anticipate that the only material services that Province has provided or will provide will be the expert consulting and testifying services relating to the valuation of certain properties in connection with the Chapter 11 Cases. As such, the retention of Province and the payment of any fees and expenses related thereto are appropriate pursuant to section 363 of the Bankruptcy Code.

21. For the reasons set forth above, the Debtors submit that the retention of Province pursuant to the terms of the Contract, are in the best interests of the Debtors' estates and creditors and therefore should be approved.

**NOTICE**

22. Notice of this Motion will be provided to: (i) the U.S. Trustee; (ii) counsel to the DIP Lender; (iii) counsel to the Committee; and (iv) all parties that have requested notice in these Chapter 11 Cases pursuant to Local Rule 2002-1. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

*[Remainder of this page intentionally left blank]*

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that this Court enter an order, substantially in the form of the Order submitted concurrently herewith as Exhibit A, (i) authorizing the Debtors to retain Province as a valuation expert *nunc pro tunc* to December 18, 2017; (ii) authorizing payment of compensation to Province in accordance with the Contract terms; and (iii) any such other and further relief as this Court deems just and proper.

Dated: December 20, 2017  
Wilmington, Delaware

*/s/ Lawrence R. Perkins*  
\_\_\_\_\_  
Lawrence R. Perkins  
Chief Restructuring Officer



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

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC,  
*et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date: January 10, 2018, at 10:00 a.m. (ET)

Obj. Deadline: January 3, 2018, at 4:00 p.m. (ET)

**NOTICE OF MOTION**

TO: (I) THE U.S. TRUSTEE; (II) COUNSEL TO THE DIP LENDER; (III) THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS; AND (IV) ALL PARTIES THAT HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO LOCAL RULE 2002-1.

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for an Order Pursuant to 11 U.S.C. §§ 105 and 363 Authorizing the Debtors to Retain Expert Consultant Nunc Pro Tunc as of December 18, 2017* (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that any objections to the Motion must be filed by **January 3, 2018** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON JANUARY 10, 2018, AT 10:00 A.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5<sup>th</sup> FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.**

**PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH**

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<sup>1</sup> The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14225 Ventura Boulevard #100, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ noticing and claims agent at [www.gardencitygroup.com/cases/WGC](http://www.gardencitygroup.com/cases/WGC), or by contacting the proposed undersigned counsel for the Debtors.

**THIS NOTICE, THEN HE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: December 20, 2017  
Wilmington, Delaware

/s/ Allison S. Mielke  
YOUNG CONAWAY STARGATT & TAYLOR,  
LLP  
Sean M. Beach (No. 4070)  
Edmon L. Morton (No. 3856)  
Ian J. Bambrick (No. 5455)  
Allison S. Mielke (No. 5934)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Tel: (302) 571-6600  
Fax: (302) 571-1253

-and-

GIBSON, DUNN & CRUTCHER LLP  
Samuel A. Newman (*pro hac vice*)  
Oscar Garza (*pro hac vice*)  
Daniel B. Denny (*pro hac vice*)  
333 South Grand Avenue  
Los Angeles, California 90071  
Tel: (213) 229-7000  
Fax: (213) 229-7520

-and-

J. Eric Wise (*pro hac vice*)  
Matthew K. Kelsey (*pro hac vice*)  
Jennifer L. Conn (*pro hac vice*)  
Matthew P. Porcelli (*pro hac vice*)  
200 Park Avenue New York,  
New York 10166  
Tel: (212) 351-4000  
Fax: (212) 351-4035

*Proposed Counsel for the Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

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

In re

WOODBRIIDGE GROUP OF COMPANIES,  
LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Docket Ref. No. \_\_\_\_\_

**ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 363 AUTHORIZING THE DEBTORS  
TO RETAIN EXPERT CONSULTANT *NUNC PRO TUNC* AS OF DECEMBER 18, 2017**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order pursuant to sections 105 and 363 of the Bankruptcy Code authorizing the Debtors to pay fees and expenses of Province in connection with the Debtors’ Chapter 11 Cases; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion and opportunity for objection having been given under the circumstances; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and any objections to the Motion having been withdrawn or

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

overruled on the merits; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. The Debtors are hereby authorized to execute and enter into the Contract, which is hereby approved *nunc pro tunc* as of December 18, 2017.
3. The Debtors are hereby authorized and empowered to pay all fees and expenses set forth in the Contract.
4. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements and prohibitions imposed on the Debtors under any approved postpetition financing facility, any order regarding the use of cash collateral approved by this Court in these cases, any confirmed chapter 11 plan, or as otherwise ordered by this Court, as applicable.
5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2018  
Wilmington, Delaware

\_\_\_\_\_  
KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**Province Contract**

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue  
Los Angeles, CA 90071-3197  
Tel 213.229.7000  
www.gibsondunn.com

Samuel A. Newman  
Direct: +1 213.229.7644  
Fax: +1 213.229.6644  
SNewman@gibsondunn.com

December 17, 2017

Mr. Paul Huygens  
Principal  
Province, Inc.  
2360 Corporate Circle  
Suite 330  
Henderson, NV 89074

Re: Woodbridge Group of Companies, LLC, et al., Chapter 11 Case No. 17-12560 (KJC),  
United States Bankruptcy Court for the District of Delaware

Dear Mr. Huygens:

The purpose of this letter is to confirm the engagement by Gibson, Dunn & Crutcher LLP (“GD&C”) of Province, Inc. and Frederick Chin (collectively, “Province”) as an expert consultant and expert witness in connection with the Chapter 11 case referenced above (“Chapter 11 Case”), on behalf of our clients the Woodbridge Group of Companies, LLC and affiliated debtors and debtors in possession (collectively “Woodbridge”).

In connection with Province’s engagement hereunder, Mr. Chin and/or other Province employees have and/or will provide consulting services related to the valuation of assets held by certain of the Debtors in this Chapter 11 Case and, should it be required, may serve as a testifying expert. Mr. Chin and/or other Province employees may be asked to prepare and present to GD&C affidavits, reports, and other summaries of their expert opinions on asset valuations in this Chapter 11 Case. Mr. Chin and/or other Province employees may also be asked to testify regarding their expert opinion at court hearings, depositions or other proceedings. Province employees will provide research, data analysis and other related support to Mr. Chin on behalf of Woodbridge. Such work will be performed at the direction of Mr. Chin and GD&C. In addition, Province may provide additional research and analytic consulting assistance to GD&C at GD&C’s direction.

Subject to the approval of the Court, Woodbridge will compensate Province for its work on a time and materials basis. The Province employees performing such work may include Frederick Chin, Paul Huygens, Mark Kemper, and Jim Dong, at their standard rates of \$550.00, \$730.00, \$420.00, and \$375.00 per hour, respectively. Our express authorization is required for any work Province undertakes. In addition to the fees described above,

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Mr. Paul Huygens  
December 17, 2017  
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Woodbridge agrees to promptly reimburse Province for all reasonable out-of-pocket expenses reasonably incurred by Province in connection with the analysis contemplated by this Agreement including, but not limited to, travel expenses and room, food and board charges related thereto. All such fees and expenses will be billed on a monthly basis and shall be paid promptly.

Province will submit all invoices directly to us for review, and we will promptly forward them to Woodbridge for payment. Although Province has been retained by GD&C, Province understands that Woodbridge is its ultimate client and is solely responsible for payment of all invoices. Province and GD&C mutually acknowledge that court approval of Province's engagement or the payments due in relation thereto is required by applicable court rules or laws in order to effectuate the intent of the parties hereto. Woodbridge, through GD&C, shall promptly prepare and file appropriate pleadings seeking such approval. Additionally, Province agrees not to undertake work on behalf of anyone else with respect to this Chapter 11 Case without the consent of GD&C.

Province's work on behalf of Woodbridge is confidential and may include access to both attorney-client privileged communications and attorney work product. Province agrees to maintain the confidentiality of all of its work, and any proprietary or privileged information it acquires through this engagement, at all times and from time to time, in order to preserve and maintain the confidentiality and/or privilege over all such information and agrees that Province will use such information solely for purposes of its consultation in this matter. Province will not disclose its conclusions or its written work product to any third party without express prior written permission from GD&C, or take any action to waive or in any way impair the status of such information as confidential and/or privileged material. It is further understood that all work performed by Province in connection with this engagement, including all communications between Province and Woodbridge, its consultants, and/or GD&C, will be done exclusively for and at the direction of GD&C and is confidential and privileged, and that such work, including the assessment, correspondence, reports, studies, work-papers and other documentary or recorded material generated by Province, is to be considered part of GD&C's work product and the property of GD&C, in addition to all other legal protections afforded such information, including the attorney-client privilege.

Province shall not disclose any confidential or privileged information to any third party; provided, however, that Province may disclose confidential or privileged information (a) to your employees or agents who are to provide services under this agreement, (b) with our prior written consent, and (c) when legally required to do so. The parties agree that confidential and proprietary information will not be construed to include information that: (i) was already in Province's possession prior to its being furnished to Province by or on behalf of Woodbridge or GD&C, provided that such information was lawfully received; (ii) is or becomes generally available to the public other than as a result of a disclosure by



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Mr. Paul Huygens  
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Province or its representatives; (iii) is independently developed by Province or its representatives; or (iv) becomes available to Province on a non-confidential basis from a source other than Woodbridge, its consultants, or GD&C or their respective representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to Woodbridge, GD&C, or another party.

In the event that Province is served with legal process or any other demand that might require disclosure of any confidential or privileged information obtained or prepared by Province in connection with this engagement, Province will provide GD&C with prompt notice of and the opportunity to raise objections to such process or demand so that Woodbridge may, at its option, object to or seek protection from such process or demand at Woodbridge's sole cost and expense. If no protective order or other remedy is obtained, Province will furnish only that information that it is advised by counsel to be legally required. All other individuals employed by or contracted with Province to work on this engagement shall be subject to and shall comply with all of the terms and provisions of this agreement.

Province's obligations with respect to confidentiality and the attorney-client and work-product protections shall survive the expiration or termination of this engagement. Upon the expiration or termination of this engagement, Province shall promptly deliver copies of all privileged and confidential information in its possession to GD&C or confirm its destruction.

Province's liability in respect of this engagement shall be limited to the amount of fees paid to Province by Woodbridge during the twelve (12) months preceding the assertion of any claim asserted. In any dispute between the parties, the prevailing party thereto shall be entitled to an award of all its reasonably expended attorneys' fees and taxable costs, including such fees and costs on any appeal thereof. The parties agree that the exclusive venue for any court dispute between the parties shall be the United States Bankruptcy Court for the District of Delaware. The provisions of this paragraph shall all survive any termination of this agreement. In addition to and not in limitation of the foregoing, Province and GD&C mutually agree that this engagement letter and any claims arising out of or relating to this engagement shall be governed by the laws of the State of New York without further application of its choice of laws principles.

If you agree to the terms of the engagement, please countersign the enclosed copy of this letter and return it to me, both by email at [snewman@gibsondunn.com](mailto:snewman@gibsondunn.com), and by U.S. mail.

We look forward to working with you towards the successful completion of this project.

# GIBSON DUNN

Mr. Paul Huygens  
December 17, 2017  
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Very truly yours,

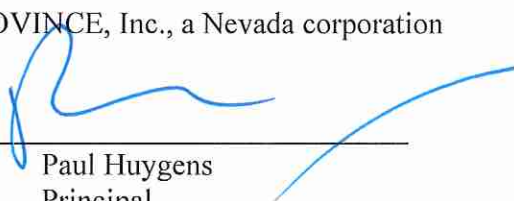
GIBSON, DUNN & CRUTCHER LLP



\_\_\_\_\_  
BY: SAMUEL A. NEWMAN

Agreed to this 18<sup>th</sup> day of December 2017

PROVINCE, Inc., a Nevada corporation



\_\_\_\_\_  
By: Paul Huygens  
Principal