IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 17-12560 (KJC) (Jointly Administered) **Hearing Date: May 1, 2018 at 11:00 a.m. (ET)** **Objection Deadline: Apr. 24, 2018 at 4:00 p.m. (ET)** **Ref. Docket Nos. 123, 152, 289, 300 & 301**

NOTICE OF FILING OF AMENDED PROPOSED ORDER APPROVING (I) EMPLOYMENT OF MOELIS & COMPANY LLC AS INVESTMENT BANKER TO THE DEBTORS AND (II) A COMPROMISE AMONG THE CONSTITUENCIES UNDER FED. R. BANKR. P. 9019 REGARDING THE RETENTION

PLEASE TAKE NOTICE that, on December 20, 2017, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Application of Debtors for Order (I) Authorizing Retention and Employment of Moelis & Company LLC as Investment Banker to the Debtors* Nunc Pro Tunc *to December 12, 2017 Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a) and (II) Waiving Certain Information Requirements Imposed by Local Rule 2016-2* (the "Application") [Docket No. 123]. Attached as Exhibit A to the Application was a proposed form of order (the "Proposed Order").

PLEASE TAKE NOTICE that since the Application was filed, the Debtors and Moelis have engaged in discussions with various parties in interest, including the Committee, the Ad Hoc Noteholder Group, and the Ad Hoc Unitholder Group (the "Constituencies"). In response to those discussions, and after extensive negotiations with Moelis, the Debtors have revised the

[1] 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 14140 Ventura Boulevard #302, 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

Proposed Order (the "Revised Proposed Order") to reflect revised terms for Moelis's retention that are agreed with the Constituencies. The Revised Proposed Order approves the retention of Moelis and a settlement with respect to compensation that would be owed for the limited duration of its engagement. More specifically, the Revised Proposed Order provides that Moelis (i) shall receive $150,000 in fees and $77,467.85 for its reasonable itemized costs and expenses, (ii) shall not be required to file any fee applications with the Court for the allowance of fees and expenses and (iii) shall be deemed to have waived and released any and all claims, interests, or causes of action that it has, may have, or could assert against the Debtors, their estates, and any of the Debtors' officers, directors, employees, professionals, members managers or affiliates.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is the Revised Proposed Order. For ease of reference, attached hereto as Exhibit B is a copy of the Revised Proposed Order marked against the Proposed Order (the "Blackline"). Attached hereto as Exhibit C is a report detailing Moelis's time spent rendering professional services and expenses incurred in connection with these chapter 11 cases since December 12, 2017.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be filed on or before **April 24, 2018, at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any response or objection upon the undersigned 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 **MAY 1, 2018, AT 11:00 A.M. (ET)** BEFORE THE HONORABLE

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website of the Debtors' noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH 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 THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: April 10, 2018
Wilmington, Delaware

/s/ Betsy L. Feldman

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Counsel for the Debtors and Debtors in Possession

EXHIBIT A

REVISED PROPOSED ORDER

EXHIBIT B

BLACKLINE

EXHIBIT C

TIME AND EXPENSE REPORT

EXHIBIT A

REVISED PROPOSED ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 17-12560 (KJC) (Jointly Administered) **Ref. Nos. 123, 152, 289, 300 & 301**

ORDER (I) AUTHORIZING TO THE EXTENT SET FORTH HEREIN THE RETENTION AND EMPLOYMENT OF MOELIS & COMPANY LLC AS INVESTMENT BANKER TO THE DEBTORS NUNC PRO TUNC TO DECEMBER 12, 2017 PURSUANT TO SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 2014(a) AND (II) WAIVING CERTAIN INFORMATION REQUIREMENTS IMPOSED BY LOCAL RULE 2016-2

Upon the application (the "***Application***"),[2] dated December 20, 2017, of Woodbridge Group of Companies, LLC and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***") for entry of an order (the "***Order***") pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "***Bankruptcy Code***"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "***Local Rules***"), authorizing the Debtors to employ and retain, to the extent set forth herein, Moelis & Company LLC ("***Moelis***") as investment banker to the Debtors,

[1] 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 14140 Ventura Boulevard #302, 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, or by contacting the undersigned counsel for the Debtors.

[2] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

effective *nunc pro tunc* to December 12, 2017 on the terms set forth in the engagement letter by and between the Debtors and Moelis, dated as of December 20, 2017 (the "***Engagement Letter***") as modified by this Order (the "***Modified Engagement Terms***"); and upon consideration of the Derrough Declaration filed in support of the Application; and the Court being satisfied that the Modified Engagement Terms are in the best interests of the Debtors' estates, the Debtors' creditors, and other parties in interest; and the Court being satisfied that the Modified Engagement Terms are reasonable terms for the purpose of section 328(a) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application 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 consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied that notice of this Application and opportunity for a hearing on this Application and Modified Engagement Terms was appropriate under the particular circumstances and that no other or further notice need be given; and the Court having reviewed the Application and the Modified Engagement Terms; and the Court having held a hearing on the Application and Modified Engagement Terms, if necessary; and all objections to the Modified Engagement Terms, if any, having been withdrawn, resolved or overruled and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court being satisfied that Moelis neither holds nor represents any interest adverse to the Debtors' estates with respect to the matters upon which it is to be employed; and the Court being satisfied that Moelis is a "disinterested person," as that term is defined in Bankruptcy Code section 101(14) of the Bankruptcy Code as modified by section

1107(b) of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted, subject to the Modified Engagement Terms, as set forth herein.

2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, to employ and retain Moelis as investment banker to the Debtors on the Modified Engagement Terms, for the period December 12, 2017 to February 9, 2018.

3. The Modified Engagement Terms are reasonable terms and conditions of employment and are hereby approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and the Debtors are authorized and directed to perform their payment obligations in accordance with the terms and conditions in accordance with the Modified Engagement Terms.

4. The Debtors are authorized to pay Moelis' fees in the aggregate amount of $150,000 ("***Aggregate Fees***") and to reimburse Moelis for its reasonable itemized costs and expenses as provided in the Engagement Letter in the total amount of $77,467.85[3] ("***Aggregate Expenses***"), Moelis shall not be required to file any fee applications for the allowance of the Aggregate Fees or Aggregate Expenses.

5. In consideration of payment of the Aggregate Fees and Aggregate Expenses, Moelis shall be deemed to have waived and released any and all claims, interests or causes of action that it has, may have or could assert against the Debtors, their estates, and any of the Debtors' officers, directors, employees, professionals, members managers or affiliates

[3] The Aggregate Expenses are inclusive of a voluntary reduction of $10,000 from the total costs and expenses incurred by Moelis.

pursuant to, in connection with or in any way related to, these Chapter 11 Cases, the Application, or the Engagement Letter, including without limitation the Restructuring Fee, Sale Transaction Fee and/or Capital Transaction Fee. In consideration of services performed to date the delivery of work product pursuant to Section 6 of this agreement, each of the Debtors shall be deemed to have waived and released any and all claims, interests or causes of action that each Debtor or its estates has, may have or could assert against Moelis or its investment banking affiliates or any of its or those investment banking affiliates respective directors, officers, partners, managers, or employees (including any person controlling us) pursuant to, in connection with or in any way related to, the Engagement Letter, the Application or Moelis' performance of the Engagement Letter

6. Without further consideration, Moelis has agreed to provide to the Debtors, its work-product set forth on Schedule A.

7. Without further consideration, Moelis has agreed to make itself available for a teleconference of no longer than ninety (90) minutes with the Debtors, the Committee, the Noteholder Group, and the Unitholder Group, including any of their respective professionals, to share its views of the Debtors' business and operations and respond to inquiries regarding the services provided and views formed.

8. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

9. The Debtors and Moelis are authorized to take all steps necessary or appropriate to carry out this Order.

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

Dated: _____, 2018
Wilmington, Delaware

_____
THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

01:22679369.7

Schedule A

1. Property decision making model

2. Distribution waterfall

3. Los Angeles and Colorado property mapping analaysis

4. 01/25/18 - Presentation to the Board of Directors

5. 12/12/17 - “Pitch” presentation to the Independent Managers

6. 12/18/17 - Initial meeting materials with Independent Manager and advisors

7. List of interested parties

EXHIBIT B

BLACKLINE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WOODBRIDGE GROUP OF COMPANIES, LLC, *et al.*,[1]	Case No. 17-12560 (KJC)
Debtors.	(Jointly Administered)
	Ref. ~~No. 123~~Nos. 123, 152, 289, 300 & 301

ORDER (I) AUTHORIZING TO THE EXTENT SET FORTH HEREIN THE RETENTION AND EMPLOYMENT OF MOELIS & COMPANY LLC AS INVESTMENT BANKER TO THE DEBTORS NUNC PRO TUNC TO DECEMBER 12, 2017 PURSUANT TO SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 2014(a) AND (II) WAIVING CERTAIN INFORMATION REQUIREMENTS IMPOSED BY LOCAL RULE 2016-2

Upon the application (the "***Application***"),[2] dated December 20, 2017, of Woodbridge Group of Companies, LLC and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***") for entry of an order (the "***Order***") pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "***Bankruptcy Code***"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "***Local Rules***"), authorizing the Debtors to employ and retain, to the

[1] 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~~14140 Ventura Boulevard #~~100,~~302, 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, or by contacting the ~~proposed~~ undersigned counsel for the Debtors.

[2] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

extent set forth herein, Moelis & Company LLC ("***Moelis***") as investment banker to the Debtors, effective *nunc pro tunc* to December 12, 2017 on the terms set forth in the engagement letter by and between the Debtors and Moelis, dated as of December 20, 2017 (the "***Engagement Letter***") as modified by this Order (the "***Modified Engagement Terms***"); and upon consideration of the Derrough Declaration filed in support of the Application; and the Court being satisfied that the ~~relief requested herein and the employment of Moelis is necessary and~~Modified Engagement Terms are in the best interests of the Debtors' estates, the Debtors' creditors, and other parties in interest; and the Court being satisfied that the ~~terms of the~~Modified Engagement ~~Letter~~Terms are reasonable terms for the purpose of section 328(a) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application 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 consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied that notice of this Application and opportunity for a hearing on this Application and Modified Engagement Terms was appropriate under the particular circumstances and that no other or further notice need be given; and the Court having reviewed the Application and the Modified Engagement Terms; and the Court having held a hearing on the Application and Modified Engagement Terms, if necessary; and all objections to the ~~Application~~Modified Engagement Terms, if any, having been withdrawn, resolved or overruled and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court being satisfied that Moelis neither holds nor represents any interest adverse to the Debtors' estates with respect to the matters upon which it is to be

employed; and the Court being satisfied that Moelis is a "disinterested person," as that term is defined in Bankruptcy Code section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted, subject to the Modified Engagement Terms, as set forth herein.

2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, to employ and retain Moelis as investment banker to the Debtors on the ~~terms and conditions set forth in the~~Modified Engagement ~~Letter, *nunc pro tunc* to~~Terms, for the period December 12, ~~2017.~~2017 to February 9, 2018.

3. The ~~terms of the Engagement Letter, including without limitation, the compensation and the indemnification provisions (as modified by this Order),~~Modified Engagement Terms are reasonable terms and conditions of employment and are hereby approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and the Debtors are authorized and directed to perform their payment~~, reimbursement, contribution, and indemnification~~ obligations~~ and their non-monetary obligations,~~ in accordance with the terms and conditions ~~and at the times specified,~~ in accordance with the Modified Engagement ~~Letter. Subject to paragraph six of this Order, all compensation, reimbursement of expenses, indemnification, contribution, and reimbursement to Moelis and any Indemnified Person under the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy~~

~~Code and shall not be subject to any other standard of review including, but not limited to, that set forth in section 330 of the Bankruptcy Code.~~Terms.

4. The Debtors are authorized to pay Moelis' fees in the aggregate amount of $150,000 ("***Aggregate Fees***") and to reimburse Moelis for its reasonable itemized costs and expenses as provided in the Engagement Letter in the total amount of $77,467.85[3] ("***Aggregate Expenses***"), ~~including, but not limited to, in-sourced document production costs, travel costs, meals, and the fees, disbursements and other charges of Moelis' external legal counsel (without the need for such legal counsel to be retained as a professional in these chapter 11 cases and without regard to whether such legal counsel's services satisfy section 330(a)(3)(C) of the Bankruptcy Code). In the event that Moelis seeks reimbursement from the Debtors for attorneys' fees and expenses pursuant to the Application and the Engagement Letter, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Moelis' own applications, both interim and final, and these invoices and time records shall be subject to the U.S. Trustee Guidelines and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.~~Moelis shall not be required to file any fee applications for the allowance of the Aggregate Fees or Aggregate Expenses.

5. ~~Moelis shall file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; *provided, however*, that the requirements of the Bankruptcy Code,~~

[3] The Aggregate Expenses are inclusive of a voluntary reduction of $10,000 from the total costs and expenses incurred by Moelis.

~~the Bankruptcy Rules, the U.S. Trustee Guidelines, Local Rule 2016-2, and any other orders and procedures of this Court are hereby modified such that Moelis' restructuring professionals shall be required only to keep summary time records in hourly increments, Moelis' non-restructuring professionals and personnel in administrative departments (including legal) shall not be required to keep any time records, Moelis' restructuring professionals shall not be required to keep time records on a project category basis, and Moelis shall not be required to provide or conform to any schedule of hourly rates.~~In consideration of payment of the Aggregate Fees and Aggregate Expenses, Moelis shall be deemed to have waived and released any and all claims, interests or causes of action that it has, may have or could assert against the Debtors, their estates, and any of the Debtors' officers, directors, employees, professionals, members managers or affiliates pursuant to, in connection with or in any way related to, these Chapter 11 Cases, the Application, or the Engagement Letter, including without limitation the Restructuring Fee, Sale Transaction Fee and/or Capital Transaction Fee. In consideration of services performed to date the delivery of work product pursuant to Section 6 of this agreement, each of the Debtors shall be deemed to have waived and released any and all claims, interests or causes of action that each Debtor or its estates has, may have or could assert against Moelis or its investment banking affiliates or any of its or those investment banking affiliates respective directors, officers, partners, managers, or employees (including any person controlling us) pursuant to, in connection with or in any way related to, the Engagement Letter, the Application or Moelis' performance of the Engagement Letter

6. ~~Moelis shall be compensated in accordance with the terms of the Engagement Letter and, in particular, all of Moelis' fees and expenses in these chapter 11 cases are hereby approved pursuant to section 328(a) of the Bankruptcy Code. Notwithstanding~~

~~anything to the contrary herein, the fees and expenses payable to Moelis pursuant to the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except by the U.S. Trustee. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Moelis' compensation and expense reimbursements under sections 330 and 331 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Moelis' compensation.~~Without further consideration, Moelis has agreed to provide to the Debtors, its work-product set forth on Schedule A.

7. ~~The indemnification provisions set forth in the Engagement Letter are modified during the pendency of these chapter 11 cases as follows:~~Without further consideration, Moelis has agreed to make itself available for a teleconference of no longer than ninety (90) minutes with the Debtors, the Committee, the Noteholder Group, and the Unitholder Group, including any of their respective professionals, to share its views of the Debtors' business and operations and respond to inquiries regarding the services provided and views formed.

~~i. Moelis shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless the indemnification, contribution, or reimbursement is approved by the Court.~~

~~ii. Notwithstanding any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from the Indemnified Person's gross negligence, willful misconduct, bad faith, or self-dealing to which the Debtors have not consented; (b) for a contractual dispute in which the Debtors allege breach of the Indemnified Person's obligations to maintain the confidentiality of non-public information, unless the Court~~

~~determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (c) settled without the Debtors' consent prior to a judicial determination as to the Indemnified Person's gross negligence, willful misconduct, bad faith, or unconsented self-dealing, but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order.~~

~~iii. If, before the earlier of: (a) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal); and (b) the entry of an order closing these chapter 11 cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (iii) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, and/or reimbursement by any Indemnified Persons, and not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, and/or reimbursement.~~

~~iv. Any limitations on any amounts to be contributed by the parties to the Engagement Letter shall be eliminated. The Indemnified Persons shall retain any rights they may have to contribution at common law.~~

~~8. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.~~

8. ~~9.~~ To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

9. ~~10.~~ The Debtors and Moelis are authorized~~, empowered, and directed~~ to take all steps necessary or appropriate to carry out this Order.

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

Dated: _____, 2018
Wilmington, Delaware

_____
THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Schedule A

1. Property decision making model
2. Distribution waterfall
3. Los Angeles and Colorado property mapping analaysis
4. 01/25/18 - Presentation to the Board of Directors
5. 12/12/17 - “Pitch” presentation to the Independent Managers
6. 12/18/17 - Initial meeting materials with Independent Manager and advisors
7. List of interested parties

EXHIBIT C

TIME AND EXPENSE REPORT

Project Waterfront

MOELIS & COMPANY

DECEMBER HOURS SUMMARY

	Bill Derrough	Robert Flachs	Alex Rubin	Bob Crowley	Augusto Sasso	Adam Steinberg	Joe Salerno	Total Hours
	Managing Director[1]	*Managing Director*	*Managing Director*	*Managing Director*	*Managing Director*	*Executive Director*	*Executive Director*	
Preparation of Analysis and Materials	0	0	0	2	2	15	2	21
Client Calls and Meetings	16	1	2	5	3	7	8	42
Internal Calls and Meetings	8	2	2	2	2	12	8	35
Diligence	1	0	0	1	0	2	1	4
Travel	17	0	0	13	0	20	3	52

	Zach Willner	Phil Sheridan	Brandon Luo	Max Baren	Cecilia Ma	Total Hours
	Associate	*Associate*	*Analyst*	*Analyst*	*Analyst*	
Preparation of Analysis and Materials	10	83	14	94	10	210
Client Calls and Meetings	12	3	12	3	7	37
Internal Calls and Meetings	6	12	6	12	4	40
Diligence	10	4	8	1	4	27
Travel	12	9	0	7	1	29

Total Hours - December	**497**

1. Global Co-Head of Recapitalization & Restructuring

JANUARY HOURS SUMMARY

	Bill Derrough	Robert Flachs	Alex Rubin	Bob Crowley	Augusto Sasso	Adam Steinberg	Joe Salerno	Total Hours
	Managing Director[1]	*Managing Director*	*Managing Director*	*Managing Director*	*Managing Director*	*Executive Director*	*Executive Director*	
Preparation of Analysis and Materials	0	0	0	0	0	5	0	5
Client Calls and Meetings	12	0	2	3	0	2	5	24
Internal Calls and Meetings	17	0	3	0	0	3	2	26
Diligence	1	0	2	2	0	5	2	12
Travel	8	0	0	7	0	20	3	38

	Zach Willner	Phil Sheridan	Brandon Luo	Max Baren	Cecilia Ma	Total Hours
	Associate	*Associate*	*Analyst*	*Analyst*	*Analyst*	
Preparation of Analysis and Materials	3	28	3	31	20	85
Client Calls and Meetings	2	2	2	1	5	12
Internal Calls and Meetings	0	3	2	3	4	12
Diligence	0	11	0	4	7	22
Travel	0	20	0	7	3	30

Total Hours - January	**265**

1. Global Co-Head of Recapitalization & Restructuring

Project Waterfront

MOELIS & COMPANY

DECEMBER OUT-OF-POCKET EXPENSES

Summary

Airfare	$27,824.11
Car/Taxi	2,211.85
External Legal	5,211.50
Lodging	3,472.75
Meals	2,194.27
Other	235.09
December Total	**$41,149.57**

JANUARY OUT-OF-POCKET EXPENSES

Summary

Airfare	$15,900.09
Car/Taxi	3,652.64
External Legal	14,353.50
Lodging	5,821.36
Meals	2,563.67
Other	4,027.02
January Total	**$46,318.28**