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Objection Deadline: September 28, 2021, at 4:00 p.m. (prevailing Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHINA FISHERY GROUP LIMITED
(CAYMAN), *et al.*,¹

Debtors.

)
) Case No. 16-11895 (JLG)
)
) Chapter 11
)
)
) (Jointly Administered)
)

¹ The debtors in these chapter 11 cases are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGI (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Ltd. (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

In re:)	
)	Case No. 16-11914 (JLG)
CFG PERU INVESTMENTS PTE. LIMITED)	
(SINGAPORE))	Chapter 11
)	
Debtor.)	(Jointly Administered)
)	

**CREDITOR PLAN PROPONENTS' OMNIBUS MOTION
FOR ENTRY OF AN ORDER PURSUANT TO THE *CREDITOR
PLAN PROPONENTS' CHAPTER 11 PLAN FOR CFG PERU INVESTMENTS
PTE. LTD. (SINGAPORE)* AND SECTION 1129(a)(4) OF THE BANKRUPTCY CODE
(I) APPROVING ALL PRE-CONFIRMATION FEES, EXPENSES, COSTS, AND
DISBURSEMENTS INCURRED BY (A) KASOWITZ BENSON TORRES LLP,
COUNSEL TO CERTAIN HOLDERS OF SENIOR NOTES, (B) DLA PIPER HONG
KONG AND DLA PIPER LLC (U.S.), COUNSEL TO CERTAIN CLUB FACILITY
LENDERS, AND (C) MIRANDA & AMADO ABOGADOS SCRL, COUNSEL TO
CERTAIN CLUB FACILITY LENDERS AND (II) AUTHORIZING AND DIRECTING
THE PLAN ADMINISTRATOR TO CAUSE CFG PERU (OR THE PERUVIAN
OPCOS, OR NEWCO ON BEHALF OF CFG PERU) TO PROMPTLY PAY ALL
SUCH PRE-CONFIRMATION FEES, EXPENSES, COSTS, AND DISBURSEMENTS**

The Creditor Plan Proponents (as defined in the *Creditor Plan Proponents' Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Docket No. 2564] (as amended, supplemented, or modified from time to time, the "Plan")) respectfully state as follows in support of this motion:²

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (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 the Southern District of New York*, dated January 31, 2012. The Creditor Plan Proponents confirm their consent,

² Capitalized terms used in this motion but not otherwise defined in this motion shall have the meanings ascribed to such terms in the Plan.

pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy 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 pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 105(a) and 1129(a)(4) of title 11 of the United States Code (the “Bankruptcy Code”) and Article IV.X of the Plan, as confirmed by the Court on June 10, 2021 [Docket No. 2569].

Relief Requested

4. In light of the contributions to CFG Peru’s chapter 11 restructuring made by Kasowitz Benson Torres LLP (“Kasowitz”), as counsel to certain Holders of Senior Notes,³ DLA Piper Hong Kong and DLA Piper LLP (U.S.) (“DLA”), as counsel to certain Club Facility Lenders,⁴ and Miranda & Amado Abogados SCRL (“Miranda”), as counsel to Monarch, a Club Facility Lender and one of the Creditor Plan Proponents, the Creditor Plan Proponents believe that the Restructuring Expenses (including any fees, expenses, costs, and other disbursements) incurred by Kasowitz, DLA, and Miranda prior to the Confirmation Date⁵ are reasonable pursuant to section 1129(a)(4) of the Bankruptcy Code. Accordingly, the Creditor Plan Proponents request entry of an order, substantially in the form attached hereto as **Exhibit A**, approving payment of

³ Such Holders of Senior Notes include Burlington Loan Management DAC, Cowell & Lee Asia Credit Opportunities Fund, Serica Capital Asia Limited, Hutch Capital Management, Hansabay Pte. Ltd., Double Haven Capital Hong Kong Limited, and EG Capital Advisors (collectively, the “Kasowitz Client Group”).

⁴ Such Club Facility Lenders include Monarch Alternative Capital LP (“Monarch”), Deutsche Bank AG, and VCFG, LLC (collectively, the “DLA Client Group”).

⁵ It is possible that some professional time expended or expenses incurred prior to the Confirmation Date are not reflected in this motion. The Creditor Plan Proponents reserve the right to file subsequent motions requesting payment of such amounts as Restructuring Expenses.

the pre-Confirmation Date Restructuring Expenses of Kasowitz, DLA, and Miranda pursuant to section 1129(a)(4) of the Bankruptcy Code, as contemplated by Article IV.X of the Plan, and authorizing and directing the Plan Administrator to promptly cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to pay, or reimburse the relevant holders of Senior Notes or Club Facility Lenders for, any such Restructuring Expenses.⁶

Background

5. As described more fully below, the efforts of Kasowitz, DLA, and Miranda centered on resolving intercreditor disputes between holders of Senior Notes and Club Facility Lenders. The successful resolution of such intercreditor issues, including through the mediation process overseen by Judge Drain (the “Intercreditor Meditation”), facilitated the consensus needed for the formulation and confirmation of the Plan. Specifically, the work of Kasowitz, DLA, and Miranda helped secure the agreement of holders of approximately 94.2% and 89.9% of the principal amount of the Club Facility and Senior Notes, respectively, to support the Plan pursuant to the Restructuring Support Agreement. Given these accomplishments and the complexities and unusual nature of CFG Peru’s business and restructuring, the Creditor Plan Proponents submit that the compensation and expense reimbursement sought herein is reasonable and appropriate, commensurate with the scale, nature, and complexity of the chapter 11 case, and should be approved.

⁶ Certain holders of Senior Notes or obligations under the Club Facility previously paid Kasowitz, DLA, and Miranda approximately \$2,955,042.02 on account of fees, expenses, costs, and other disbursements incurred prior to the Confirmation Date. Pursuant to the Plan, the Plan Administrator is authorized, subject to Court approval, to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to reimburse the relevant holders of Senior Notes or Club Facility Lenders for any Restructuring Expenses previously paid. Accordingly, upon approval of this motion, the Creditor Plan Proponents request that the Court authorize and direct the Plan Administrator, on behalf of CFG Peru, to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to reimburse the relevant holders of Senior Notes and Club Facility Lenders for any amounts previously paid to Kasowitz, DLA, and Miranda.

6. Certain of the Restructuring Expenses requested herein were previously paid to Kasowitz, DLA, and Miranda as applicable, by certain holders of Senior Notes or Club Facility Lenders on account of fees, expenses, and other disbursements incurred prior to the Confirmation Date. Pursuant to Article IV.X of the Plan, the Court's approval is required for the payment of all Restructuring Expenses of Kasowitz, DLA, and Miranda incurred prior to the Confirmation Date. Upon and subject to approval of this motion, the Plan Administrator, on behalf of CFG Peru, will cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to reimburse the applicable holders of Senior Notes and Club Facility Lenders on account of all such prior payments that are associated with fees, expenses, and other disbursements approved by the Court.

Services Provided by DLA

7. Between June 27, 2017 and May 31 2019, DLA entered into engagement letters with each member of the DLA Client Group (the "DLA Engagement Letters"). DLA served as counsel to the DLA Client Group thereafter until approximately March 2021. DLA's work under the DLA Engagement Letters included: (a) providing advice regarding a dispute between certain holders of Senior Notes and Club Facility Lenders that was ultimately resolved in the Intercreditor Mediation that laid the foundation for the Plan; (b) providing advice on a potential interim distribution motion; (c) providing an analysis on a netting agreement and its impact on a settlement; (d) representing certain members of the DLA Client Group in the related mediation and negotiations related thereto; and (e) advising on trades of the obligations under the Club Facility. As part of the potential mediation resolutions, DLA coordinated advice with Miranda and drafted potential case resolution term sheets. As part of its advice, DLA also attended hearings, participated in negotiations, and attended mediation sessions.

8. The Creditor Plan Proponents request allowance of compensation for professional services provided by DLA prior to the Confirmation Date in the amount of \$1,222,333.24 and reimbursement of actual and necessary expenses incurred prior to the Confirmation Date in the amount of \$10,947.29, for an aggregate total of \$1,233,280.53.

Services Provided by Miranda

9. On August 7, 2019, Miranda entered into an engagement letter with Monarch (the “Miranda Engagement Letter”). Miranda assisted DLA in its representation of Monarch by providing Peruvian law advice to DLA and Monarch with respect to a variety of issues facing Monarch in these chapter 11 cases. These services were critical to DLA’s ability to advise Monarch effectively during their engagement. The Creditor Plan Proponents request allowance of compensation for professional services provided by Miranda prior to the Confirmation Date in the amount of \$76,755.31 and reimbursement of actual and necessary expenses incurred prior to the Confirmation Date in the amount of \$4,142.44, for an aggregate total of \$80,897.75.

Services Provided by Kasowitz

10. From approximately April 2019 to February 2021, Kasowitz entered into a series of engagement letters with each member of the Kasowitz Client Group (the “Kasowitz Engagement Letters”). Kasowitz’s work focused on advocating for the interests of the Kasowitz Client Group, facilitating the Chapter 11 Trustee’s sale process for CFG Peru’s equity interest in CFGI, and advising the Kasowitz Client Group in connection with intercreditor disputes with the Club Facility Lenders.

11. More specifically, Kasowitz’s work included: (a) researching, drafting, arguing, and negotiating objections⁷ to the Chapter 11 Trustee’s renewed motion seeking corporate governance

⁷ Docket Nos. 1749, 1797.

authority necessary to enable an interim distribution of cash by CFGI;⁸ (b) researching, drafting, arguing, and negotiating resolution of objections⁹ to the Chapter 11 Trustee's motion seeking to amend the intercompany loan agreement;¹⁰ (c) preparing and prosecuting an adversary proceeding asserting claims related to the intercreditor disputes;¹¹ (d) pursuing and participating in discovery relevant to the intercreditor disputes, including drafting, arguing, and negotiating resolution of a Rule 2004 motion;¹² and (e) mediating and resolving the intercreditor disputes, including drafting a mediation statement, participating in mediation discussions, and negotiating settlement term sheets.

12. The Creditor Plan Proponents request allowance of compensation for professional services provided by Kasowitz prior to the Confirmation Date in the amount of \$1,774,586.68 and reimbursement of actual and necessary expenses incurred prior to the Confirmation Date in the amount of \$8,981.80, for an aggregate total of \$1,783,568.48.

Basis for Relief

13. Section 1129(a)(4) provides that “[a]ny payment made or to be made by the proponent, by the debtor, or by a person issuing securities or acquiring property under the plan, for services or for costs and expenses in or in connection with the case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of, the court as reasonable.” 11 U.S.C. § 1129(a)(4). Article IV.X of the Plan states that the Restructuring Expenses shall be paid unless a party in interest files an objection to the reasonableness of such fees under section 1129(a)(4) of the Bankruptcy Code.

⁸ Docket No. 1710.

⁹ Docket No. 1771.

¹⁰ Docket No. 1755.

¹¹ Adversary Case No. 20-01186, Docket No. 2078.

¹² Docket No. 1843.

14. The “reasonableness” standard of section 1129(a)(4) is a factual test, and depends on the unique circumstances of each payment. *See e.g., In re J. Reg. Co.*, 407 B.R. 520, 537 (Bankr. S.D.N.Y. 2009). This Court has historically taken an expansive view as to the universe of reasonable fees, finding that even a showing that fees were incurred solely to “increase one’s share of the pie, or some other private agenda, in the absence of more, is insufficient by itself to make a creditor’s group’s fees unreasonable.” *In re Adelpia Commc’ns Corp.*, 441 B.R. 6, 19 (Bankr. S.D.N.Y. 2010). Fees are generally found to be unreasonable only when such fees are “excessive” or tied to some sort of “outrageous behavior.” *Id.* at 19–20.

15. Here, Kasowitz, DLA, and Miranda played an integral role in CFG Peru’s years-long restructuring, particularly in resolving key intercreditor disputes through the Intercreditor Mediation. That resolution helped lay the groundwork for the Restructuring Support Agreement and, ultimately, confirmation of the Plan. Accordingly, the Creditor Plan Proponents believe that all of the pre-Confirmation Date Restructuring Expenses (including any fees, expenses, costs, and other disbursements) of Kasowitz, DLA, and Miranda that are requested in this motion are reasonable pursuant to section 1129(a)(4) of the Bankruptcy Code and should be paid in full. Therefore, the prompt payment (or reimbursement) by CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) of such Restructuring Expenses is warranted pursuant to the Plan.

Reservation of Rights

16. The rights of the Creditor Plan Proponents and the Ad Hoc Group regarding the Plan and any transactions or matters related thereto are fully reserved and preserved in all respects.

Motion Practice

17. This motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this motion. Accordingly, the Creditor Plan Proponents submit that this motion satisfies Local Rule 9013-1(a).

Notice

18. The Creditor Plan Proponents will provide notice of this motion to: (a) the U.S. Trustee; (b) the Plan Administrator; (c) Kasowitz; (d) DLA; (e) Miranda; (f) each member of the DLA Client Group; (g) each member of the Kasowitz Client Group; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Creditor Plan Proponents submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

19. No prior request for the relief sought in this motion has been made to this or any other court.

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WHEREFORE, the Creditor Plan Proponents respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: September 14, 2021
New York, New York

/s/ Patrick J. Nash

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EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHINA FISHERY GROUP LIMITED
(CAYMAN), *et al.*,¹

Debtors.

)
) Case No. 16-11895 (JLG)
)
) Chapter 11
)
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) (Jointly Administered)
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In re:

CFG PERU INVESTMENTS PTE. LIMITED
(SINGAPORE),

Debtor.

)
) Case No. 16-11914 (JLG)
)
) Chapter 11
)
)
) (Jointly Administered)
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¹ The debtors in these chapter 11 cases are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGL (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Ltd. (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

**ORDER PURSUANT TO THE *CREDITOR PLAN PROPONENTS’
CHAPTER 11 PLAN FOR CFG PERU INVESTMENTS PTE. LTD.
(SINGAPORE)* AND SECTION 1129(a)(4) OF THE BANKRUPTCY CODE
(I) APPROVING ALL PRE-CONFIRMATION FEES, EXPENSES, COSTS, AND
DISBURSEMENTS INCURRED BY (A) KASOWITZ BENSON TORRES LLP,
COUNSEL TO CERTAIN HOLDERS OF SENIOR NOTES, (B) DLA PIPER HONG
KONG AND DLA PIPER LLC (U.S.), COUNSEL TO CERTAIN CLUB FACILITY
LENDERS, AND (C) MIRANDA & AMADO ABOGADOS SCRL, COUNSEL TO
CERTAIN CLUB FACILITY LENDERS AND (II) AUTHORIZING AND DIRECTING
THE PLAN ADMINISTRATOR TO CAUSE CFG PERU (OR THE PERUVIAN
OPCOS, OR NEWCO ON BEHALF OF CFG PERU) TO PROMPTLY PAY ALL
SUCH PRE-CONFIRMATION FEES, EXPENSES, COSTS, AND DISBURSEMENTS**

Upon the motion (the “Motion”)² of the Creditor Plan Proponents to approve and direct payment of all of the Restructuring Expenses (including any fees, expenses, costs, and other disbursements) of Kasowitz Benson Torres LLP (“Kasowitz”), DLA Piper Hong Kong and DLA Piper LLP (U.S.) (together, “DLA”), and Miranda & Amado Abogados SCRL (“Miranda”) incurred prior to the Confirmation Date pursuant to the *Creditor Plan Proponents’ Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Docket No. 2654] (as amended, supplemented, or modified from time to time, the “Plan”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of CFG Peru, its estate, its creditors, and other parties in interest; and the Court being satisfied that the fees and expenses incurred by Kasowitz, DLA, and Miranda in connection with CFG Peru’s chapter 11 case are reasonable; and this Court having found that the Creditor Plan Proponents’ notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

legal and factual bases set forth in the Motion establish just cause for the relief granted herein; 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 Restructuring Expenses incurred by Kasowitz prior to the Confirmation Date in the aggregate amount of \$1,783,568.48, including fees of \$1,774,586.68 and expenses of \$8,981.80, are allowed on a final basis, and the Plan Administrator is authorized and directed to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to promptly pay (or reimburse the relevant holder of Senior Notes or Club Facility Lender) such Restructuring Expenses.
3. For the avoidance of any doubt, no further Court approval is required to effectuate payment of any post-Confirmation Date fees, expenses, costs, or other disbursements payable to Kasowitz pursuant to the Kasowitz Engagement Letter.
4. The Restructuring Expenses incurred by DLA prior to the Confirmation Date in the aggregate amount of \$1,233,280.53, including fees of \$1,222,333.24 and expenses of \$10,947.29, are allowed on a final basis, and the Plan Administrator is authorized and directed to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to promptly pay (or reimburse the relevant holder of Senior Notes or Club Facility Lender) such Restructuring Expenses.
5. For the avoidance of any doubt, no further Court approval is required to effectuate payment of any post-Confirmation Date fees, expenses, costs, or other disbursements payable to DLA pursuant to the DLA Engagement Letters.

6. The Restructuring Expenses incurred by Miranda prior to the Confirmation Date in the aggregate amount of \$80,897.75, including fees of \$76,755.31 and expenses of \$4,142.44, are allowed on a final basis, and the Plan Administrator is authorized and directed to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to promptly pay (or reimburse the relevant holder of Senior Notes or Club Facility Lender) such Restructuring Expenses.

7. For the avoidance of any doubt, no further Court approval is required to effectuate payment of any post-Confirmation Date fees, expenses, costs, or other disbursements payable to Miranda pursuant to the Miranda Engagement Letter.

8. The Creditor Plan Proponents, the Plan Administrator, CFG Peru, NewCo, the Peruvian OpCos, Kasowitz, DLA, and Miranda are authorized to take all actions necessary to effectuate the relief granted in this Order.

9. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order, as well as any controversy or claim arising from or related to the DLA Engagement Letters, Kasowitz Engagement Letters, or Miranda Engagement Letter.

New York, New York
Dated: _____, 2021

THE HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE