IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

In re:	)	Chapter 11
	)	
CENTRAL FALLS DETENTION FACILITY CORPORATION, d/b/a the Donald W. Wyatt Detention Facility	)	Case No. 26-10628
Debtor.[1]	)	

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF GETZLER HENRICH & ASSOCIATES, LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF THE PETITION DATE

The Central Falls Detention Facility Corporation, as debtor and debtor-in-possession in the above-captioned chapter 11 case (the "Debtor" or "CFDFC"), submits this application (this "Application"), pursuant to sections 327(a), 328(a), 330 and 331 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*. (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 1001-1, 2014-1 and 2016-1 of the Local Bankruptcy Rules and Forms of the United States Bankruptcy Court for the District of Rhode Island (the "Local Rules"), for entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtor's employment and retention of Getzler Henrich & Associates, LLC ("Getzler Henrich") as its financial advisor in connection with this case, effective as of the Petition Date (as defined below). In support of this Application, the Debtor submits the *Declaration of Daniel S. Polsky in Support of the Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Getzler Henrich & Associates LLC as Financial Advisor, Effective as of the Petition Date,* (the "Polsky Declaration"), attached hereto as **Exhibit**

[1] The last four digits of the Debtor's federal employer identification number are 5439. The address of the Debtor is 950 High Street, Central Falls, RI 02863.

B, which is incorporated herein by reference. In further support of this Application, the Debtor respectfully states as follows:

Jurisdiction

1. The United States Bankruptcy Court for the District of Rhode Island (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

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

3. The statutory and legal predicates for the relief sought herein are sections 327(a), 328(a), 330 and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 1001-1, 2014-1 and 2016-1.

Background

4. On July 10, 2026, (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case") in this Court. The Debtor continues to operate and maintain its non-profit detention facility and manage its property as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Case, and no committees have been appointed or designated.

5. Additional information regarding the Debtor's business and financial structure, the circumstances leading to the commencement of the Chapter 11 Case, and the facts and circumstances supporting this Application is set forth in the *Declaration of Daniel S. Polsky in Support of the Debtor's Chapter 11 Petition and First Day Relief* [Docket No. 2] (the "First Day Declaration"), which has been filed with the Court and is incorporated by reference herein.

Relief Requested

6. Pursuant to sections 327(a), 328(a), 330 and 331 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtor to employ and retain Getzler Henrich as its financial advisor, effective as of the Petition Date, in accordance with the terms and conditions set forth in that certain engagement letter dated as of July 10, 2025, by and between the Debtor and Getzler Henrich (the "Engagement Letter"), a copy of which is attached hereto as **Exhibit C**, and is incorporated by reference herein.

Getzler Henrich's Qualifications

7. The Debtor has determined that the services of experienced financial advisors are necessary and will substantially enhance the Debtor's efforts to maximize the value of the Chapter 11 Case. As set forth in the Polsky Declaration, Getzler Henrich was engaged by the Debtor on July 10, 2025, as its financial advisor to provide financial advice, management consulting services and to advise the Debtor in coordination with the Debtor's officers and other advisors in connection with the Debtor's attempts to complete a reorganization of all or a significant portion of the Debtor's outstanding indebtedness, trade claims, leases, and other liabilities and to prepare for the commencement of this Chapter 11 Case. The Debtor selected Getzler Henrich as its financial advisor based upon, among other things, (a) the Debtor's need to retain a financial advisory firm to assist in both preparation for and execution of this Chapter 11 Case, and (b) Getzler Henrich's extensive experience and excellent reputation in providing financial advisory services in complex chapter 11 cases.

8. Getzler Henrich is well qualified to provide those services in light of its existing knowledge and expertise with respect to chapter 11 proceedings and the Debtor. Getzler Henrich is a middle-market corporate turnaround and restructuring firm that provides strategic financial services in large-scale corporate restructuring transactions, including turnarounds, workouts, crisis

management, interim management, corporate restructuring, bankruptcy advisory, Lean Six Sigma analysis and implementation, and distressed mergers and acquisitions. Getzler Henrich also assists companies in achieving operational efficiency through process improvement, the implementation of supply chain solutions, sales and marketing effectiveness, technology advisory, and transaction advisory services.

9. Getzler Henrich's engagements have spanned a broad spectrum of industries. Getzler Henrich has been retained to provide financial advisory and management consulting services in connection with the restructuring of the following companies, among others, in jurisdictions around the country: *In re Hamon Holdings Corp., et al.*, Case No. 22-10375 (Bankr. D. Del. June 10, 2022); *In re Urban Commons 2 West LLC, et al.*, Case No. 22-11509 (Bankr. S.D.N.Y. Dec. 1, 2022); *In re SC Healthcare Holdings, LLC*, Case No. 24-10443 (Bankr. D. Del. Apr. 23, 2024); *In re ConnectEdu, Inc., et al.*, Case No. 14-11238 (Bankr. S.D.N.Y. June 16, 2024); *In re Aztec Fund Holding Inc., et al.*, Case No. 24-90436 (Bankr. S.D. Tex. Sep. 27, 2024); *In re Presperse Corp.*, Case No. 24-18921(Bankr. D.N.J. Oct. 10, 2024).

10. In providing prepetition services to the Debtor in connection with this matter, Getzler Henrich's professionals have worked closely with the Debtor's management and other professionals and have become well-acquainted with the Debtor's history of operations, bond debt structure, creditors, business and operations, and related matters. As a result, Getzler Henrich has developed significant relevant experience and expertise regarding the Debtor that will assist it in providing effective and efficient services in this Chapter 11 Case. On the basis of this experience and knowledge, the Debtor believes that Getzler Henrich is uniquely positioned and well-qualified to perform these services and represent the Debtor's interest in this Chapter 11 Case.

11. An experienced financial advisor such as Getzler Henrich fulfills a critical need that complements the services offered by the Debtor's other restructuring professionals. The Debtor

believes it requires the services of a capable and experienced financial advisory firm such as Getzler Henrich because, among other reasons, Getzler Henrich's resources and capabilities, together with its prepetition experience advising the Debtor, are crucial to the Debtor's success in this Chapter 11 Case.

Services to Be Provided

12. The services to be provided by Getzler Henrich are appropriate and necessary to enable the Debtor operate as a debtor in possession and support this Chapter 11 Case. Subject to Court approval of this Application and consistent with the terms of the Engagement Letter, it is proposed that Getzler Henrich will provide the following financial advisory services to the Debtor in connection with this Chapter 11 Case, including, without limitation (collectively, the "Professional Services") in accordance with the Engagement Letter:

(a) reviewing and analyzing the Debtor's business, operations, and financial projections;

(b) assisting in the formulation and presentation of a 13-week cash forecast, which would be utilized in connection with obtaining Court approval for use of cash collateral by the Debtor during this Chapter 11 Case;

(c) assisting counsel in preparation for the filing of this Chapter 11 Case, including assistance in assembling first-day motions for court-authorized approvals including payroll, benefits, insurances, cash management, cash collateral, and related motions;

(d) assisting management in preparing information and analysis necessary for the confirmation of a plan of reorganization in this Chapter 11 Case, including information contained in the disclosure statement and drafting a liquidation analysis which will be required to facilitate approval of such a plan of reorganization and disclosure statement;

(e) advising and assisting management in preparing financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Court approval is sought;

(f) providing testimony, as necessary, with respect to matters on which Getzler Henrich has been engaged to advise the Debtor in any proceeding before the Court; and

(g) rendering such other general business consulting or such other assistance as are consistent with the goals of this reorganization effort as requested by the Debtor or counsel, as agreed by Getzler Henrich, and to the extent that it would not be duplicative of services provided by other professionals in this proceeding.

No Duplication of Services

13. As described in the Polsky Declaration, Getzler Henrich will work with the Debtor's other professionals to ensure a clear delineation of each firm's respective roles in connection with representation of the Debtor in this Chapter 11 Case to prevent duplication of services and ensure this Chapter 11 Case is administered in the most efficient fashion possible.

Professional Compensation

14. Subject to the Court's approval and as set forth in the Engagement Letter, the Debtor and Getzler Henrich have agreed to the following compensation and expense structure (the "Fee Structure") in consideration for the services to be rendered by Getzler Henrich:

Title	Hourly Rate
Principal/Managing Director	$735 - $895
Director/Specialist	$595 - $795
Associate/Paraprofessional	$225 - $595

15. In the normal course of business, Getzler Henrich may revise its hourly rates to reflect changes in various factors including increased costs of doing business. Prior to any increases in Getzler Henrich's rates, however, Getzler Henrich shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Debtor and the United States Trustee. The supplemental affidavit shall explain the basis for the requested rate increases, identify

whether such increased rate is reasonable in accordance with section 330(a)(3)(F) of the Bankruptcy Code, and state whether the Debtor has consented to the rate increase.

16. In addition to compensation for professional services rendered by Getzler Henrich professionals, Getzler Henrich's invoices and fee applications will include requests for reimbursement of reasonable expenses, including travel, report production, delivery services, and other costs incurred in providing the services.

17. The Debtor understands and agrees that Getzler Henrich hereafter will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in this Chapter 11 Case, subject to the Court's approval and in compliance with the *United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (the "Fee Guidelines"), applicable provisions of the Bankruptcy Code, including sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any additional procedures that the Court may establish, both in connection with this Application and any fee applications to be filed by Getzler Henrich in this Chapter 11 Case. Payment of fees and reimbursement of expenses will be subject to ultimate allowance and approval by the Court.

18. Prior to the Petition Date, Getzler Henrich and its professionals received six prepetition retainer payments, each in the amount of $75,000, and one retainer payment in the amount of $125,000 (collectively, the "Retainer"). Getzler Henrich subsequently drew down on the Retainer to cover all outstanding pre-petition fees and expenses incurred through the Petition Date. The Debtor does not owe Getzler Henrich any amount for services performed or expenses incurred prior to the Petition Date and, thus, Getzler Henrich is not a prepetition creditor of the Debtor. Getzler Henrich will apply its remaining Retainer balance to allowed post-petition fees

and expenses subject to order of the Bankruptcy Court. The Debtor requests that the requirements of Local Rule 2016-1(i)—i.e., that Getzler Henrich's Retainer be maintained in a segregated, federally-insured, interest-bearing account—be waived so as to permit Getzler Henrich the administrative ease to continue its cash management practices. As of the Petition Date, Getzler Henrich held a net retainer balance of approximately $170,000.

19. Getzler Henrich's fee and expense structure set forth herein and in the Engagement Letter is consistent with and typical of compensation arrangements entered into by Getzler Henrich and other comparable consulting firms that render restructuring advisory services. In determining the Fee Structure to be paid to Getzler Henrich and the reasonableness of such compensation, the Debtor compared Getzler Henrich's fee proposal to information received by the Debtor while interviewing a second financial advisor during its selection process. After such comparison, the Debtor believes that Getzler Henrich's fee and expense structure is reasonable, market-based, and designed to compensate Getzler Henrich fairly for its work and to cover fixed and routine overhead expenses.

Indemnification

20. The Engagement Letter also contains standard indemnification language with respect to Getzler Henrich's services, including, without limitation, an agreement by the Debtor to indemnify Getzler Henrich, its principals, employees, representatives, agents, and counsel against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses, and disbursements arising out of or in connection with the Engagement Letter.

21. The Debtor and Getzler Henrich believe the indemnification provisions reflected in the Engagement Letter are customary and reasonable terms of consideration for financial advisors, such as Getzler Henrich, for proceedings both out of court and in chapter 11. The terms and conditions of the indemnification provisions were fully negotiated between the Debtor and Getzler

Henrich at arm's-length and in good faith. Moreover, Getzler Henrich has agreed to certain modifications to the indemnification provisions to be implemented through the Order. Specifically, Getzler Henrich has agreed, and the Order shall provide, that the indemnification obligations are limited to the extent that any such claim for indemnification that is (a) judicially determined to have arisen from Geltzer Henrich's bad faith, breach of fiduciary duty (if any), willful misconduct, or gross negligence, or (b) settled prior to a judicial determination as to these exclusions.

22. The Debtor respectfully submits that the indemnification provisions contained in the Engagement Letter, as modified by the Order and viewed in conjunction with the other terms of Getzler Henrich's proposed retention, are reasonable and in the best interests of the Debtor, its estate and creditors in light of the fact that the Debtor requires Getzler Henrich's services to successfully reorganize. Accordingly, as part of this Application, the Debtor requests that this Court approve the indemnification provisions set forth in the Engagement Letter.

Basis for Relief

23. The Debtor seeks to retain and employ Getzler Henrich as financial advisor to the Debtor effective as of the Petition Date, under section 327(a) of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor's] duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because

of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

24. As set forth in the Polsky Declaration, Getzler Henrich is unaware of it holding any interest adverse to the Debtor. Getzler Henrich thus satisfies the disinterestedness requirement imposed by section 327(a) of the Bankruptcy Code.

25. The Debtor also seeks approval of the Fee Structure and the Engagement Letter pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals, including consultants, on flexible terms that reflect the nature of their services and market conditions.

26. The Fee Structure in the Engagement Letter sets forth reasonable terms and conditions of employment, was negotiated at arm's-length and in good faith, and should be approved under section 328(a) of the Bankruptcy Code. The Fee Structure adequately reflects (a) the nature of the services to be provided by Getzler Henrich and (b) fee and expense structures and indemnification provisions typically utilized by Getzler Henrich and other leading financial advisory and consulting firms. Moreover, Getzler Henrich's substantial experience with respect to restructuring consulting services, coupled with the nature and scope of work already performed by Getzler Henrich before the Petition Date, further supports the reasonableness of the Fee Structure.

27. Bankruptcy Rule 2014 requires that an application for retention include specific facts showing (a) the need for the employment; (b) the name of the person to be employed; (c) the

reasons for the selection; (d) the professional services to be rendered; (e) any proposed arrangement for compensation; and (f) to the best of the applicant's knowledge, all the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, and any person employed in the United States trustee's office. *See* FED. R. BANKR. P. 2014.

28. The Debtor has selected Getzler Henrich as its financial advisor because of Getzler Henrich's experience and reputation for providing such services in large, complex chapter 11 cases. In addition, Getzler Henrich has acquired significant knowledge of the Debtor and its business operations as a result of the extensive prepetition work performed on behalf of the Debtor. In providing prepetition services to the Debtor, Getzler Henrich has worked closely with the Debtor's management and its other advisors. Accordingly, Getzler Henrich has developed relevant experience and expertise regarding the Debtor that will facilitate it in providing effective and efficient services in this Chapter 11 Case.

29. Denial of the Debtor's continued employment of Getzler Henrich would disadvantage the Debtor by depriving it of the assistance of qualified financial advisors who already have substantial experience working with the Debtor. If the Court were to deny the retention of Getzler Henrich, the Debtor would be forced to interview and engage new financial advisors who lack a thorough understanding of the Debtor's business and the restructuring initiatives that have been implemented to date. Accordingly, the retention of Getzler Henrich is critical to the Debtor's prospects for a successful reorganization.

30. Lastly, the Debtor seeks a waiver of the requirement set forth in Local Rule 2016-1(i) that the Retainer be maintained in a segregated, federally insured, interest-bearing account. Pursuant to Local Rule 1001-1, the provisions of the Local Rules "may be waived or modified in

any case or proceeding for the convenience of the parties or in the interest of justice, as determined by the Court." L.R. 1001-1(c). Requiring Getzler Henrich to open a new, separate bank account would place an administrative burden on the Firm's accounting team. Moreover, any interest generated by such an account would, necessarily, be the Bond Trustee's cash collateral. The Bond Trustee has advised the Debtor that it consents to the maintenance of the Retainer in the current account. Accordingly, pursuant to Local Rule 1001-1(c), the convenience of the parties here warrants a waiver of Local Rule 2016-1(i).

31. Based on the foregoing, the Debtor submits that, for all of the reasons set forth above and in the Polsky Declaration, the retention of Getzler Henrich as financial advisor to the Debtor is appropriate under sections 327(a), 328, and 1107 of the Bankruptcy Code on the terms set forth herein and the Polsky Declaration and should be approved.

Motion Practice

32. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to the Application. Accordingly, the Debtor submits that the Motion satisfies Local Rule 9013-1(a).

Notice

33. The Debtor has provided notice of this Application either by electronic mail or facsimile and/or by overnight mail to: (a) the Office of the United States Trustee for the District of Rhode Island; (b) counsel to the Bond Trustee; (c) the entities listed on the Consolidated List of Creditors Holding the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); and (d) the Internal Revenue Service.

No Prior Request

34. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, for the reasons set forth herein and in the Polsky Declaration, the Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other and further relief as the Court deems appropriate.

Dated: July 21, 2026

PARTRIDGE SNOW & HAHN LLP

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Proposed Counsel to the Debtor and Debtor in Possession

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

In re:	)	Chapter 11
	)	
CENTRAL FALLS DETENTION FACILITY CORPORATION, d/b/a the Donald W. Wyatt Detention Facility,	)	Case No. 26-10628
	)	
Debtor.[1]	)	

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF GETZLER HENRICH & ASSOCIATES LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF THE PETITION DATE

Upon consideration of the application (the "Application")[2] of the Central Falls Detention Facility Corporation, as debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor" or "CFDFC"), for entry of an order (this "Order"), pursuant to sections 327(a), 328(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, authorizing the employment and retention of Getzler Henrich & Associates LLC ("Getzler Henrich") as financial advisor to the Debtor, effective as of the Petition Date, as more fully described in the Application and Engagement Letter; and upon consideration of the Polsky Declaration, and the First Day Declaration; and the Court being satisfied based on the representations made in the Application and the Polsky Declaration that Getzler Henrich is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that Getzler Henrich represents no interest adverse to the Debtor's estate with respect

[1] The last four digits of the Debtor's federal employer identification number are 5439. The address of the Debtor is 950 High Street, Central Falls, RI 02863.

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

to the matters upon which it is being engaged; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and the Court having found that notice of the Application and of the hearing on the Application (the "Hearing") was appropriate under the particular circumstances; and the Court having reviewed the Application and the First Day Declaration, and having heard the statements in support of the relief requested therein at the Hearing; and the Court having determined that the legal and factual bases set forth in the Application and the First Day Declaration, and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings held before the Court; and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.

2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rule 2014-1, the Debtor is authorized to employ and retain Getzler Henrich as financial advisor in this Chapter 11 Case, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Application and the Engagement Letter, attached to the Application as **Exhibit C**.

3. Getzler Henrich is authorized to render the Professional Services set forth in the Application.

4. Getzler Henrich shall be compensated in accordance with the Engagement Letter, and will file interim and final fee applications for allowance of its compensation and expenses pursuant to, sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and any other applicable procedures and orders of the Court. All fees and expenses paid to Getzler Henrich shall be free and clear of all liens, claims and encumbrances.

5. Getzler Henrich is authorized to apply its Retainer to invoices for professional fees incurred under the Engagement Letter, after application of any outstanding pre-petition fees and expenses, subject to further order of the Court. Getzler Henrich may hold the Retainer as security throughout this Chapter 11 Case until Getzler Henrich's fees and expenses are awarded and payable to Getzler Henrich on a final basis.

6. The requirement of Local Rule 2016-1(i) that Getzler Henrich maintain the Retainer in a segregated, interest-bearing account is waived pursuant to Local Rule 1001-1(c). Getzler Henrich is authorized to maintain the Retainer in its current account.

7. The indemnification provisions set forth in the Engagement Letter are approved, subject during the pendency of this case to the following:

(a) Notwithstanding any provisions of the Engagement Letter to the contrary, the Debtor shall have no obligation to indemnify Getzler Henrich or provide contribution or reimbursement to Getzler Henrich (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from Getzler Henrich's bad faith, breach of fiduciary duty (if any), willful misconduct or gross negligence, or (ii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clause (i) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (b), infra, to be a claim or expense for which Getzler Henrich should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by this Order; and

(b) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal),

and (ii) the entry of an order closing these cases, Getzler Henrich believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Letter, as modified by this Order, including without limitation the advancement of defense costs, Getzler Henrich must file an application therefor in this Court, and the Debtor may not pay any such amounts to Getzler Henrich before the entry of an order by this Court approving the payment. This subparagraph (b) is intended only to specify the period of time during which the Court shall have jurisdiction over any request for compensation and expenses by Getzler Henrich for indemnification, contribution, or reimbursement and is not a provision limiting the duration of the Debtor's obligation to provided indemnification, contribution or reimbursement to Getzler Henrich.

8. The Debtor and Getzler Henrich are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

9. In the event of any inconsistency between the Engagement Letter, the Application and this Order, this Order shall govern.

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

Dated:_____, 2026
Providence, Rhode Island

Honorable John A. Dorsey, Jr.
United States Bankruptcy Judge

EXHIBIT B

Polsky Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

In re:	)	Chapter 11
	)	
CENTRAL FALLS DETENTION FACILITY CORPORATION, d/b/a Donald W. Wyatt Detention Facility	)	Case No. 26-10628
Debtor.[1]	)	

DECLARATION OF DANIEL S. POLSKY IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF GETZLER HENRICH & ASSOCIATES LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF THE PETITION DATE

I, Daniel S. Polsky, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am a Managing Director of Getzler Henrich & Associates LLC ("Getzler Henrich"), a financial advisory firm with an office located at 295 Madison Avenue, 20th Floor, New York, NY 10017. Except as otherwise noted in this declaration I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I would testify competently as follows.

2. I am duly authorized to make this declaration (this "Declaration") on behalf of Getzler Henrich, in support of the *Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Getzler Henrich & Associates LLC as Financial Advisor, Effective as of the Petition Date* (the "Application") filed contemporaneously herewith.[2]

[1] The last four digits of the Debtor's federal employer identification number are 5439. The address of the Debtor is 950 High Street, Central Falls, RI 02863.

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

Getzler Henrich's Qualifications

3. Getzler Henrich is well qualified to serve as the Debtor's bankruptcy consultant and financial advisor in this Chapter 11 Case. Getzler Henrich is a middle-market corporate turnaround and restructuring firm that provides strategic financial services in large-scale corporate restructuring transactions, including turnarounds, workouts, crisis management, interim management, corporate restructuring, bankruptcy advisory, Lean-Six Sigma analysis and implementation, and distressed mergers and acquisitions. Getzler Henrich also assists companies in achieving operational efficiency through process improvement, the implementation of supply chain solutions, sales and marketing effectiveness, technology advisory, and transaction advisory services.

4. Getzler Henrich has been retained to provide financial advisory and management consulting services in connection with the restructuring of the following companies, among others, in jurisdictions around the country: *In re Hamon Holdings Corp., et al.*, Case No. 22-10375 (Bankr. D. Del. June 10, 2022); *In re Urban Commons 2 West LLC*, et al., Case No. 22-11509 (Bankr. S.D.N.Y. Dec. 1, 2022); *In re SC Healthcare Holdings, LLC*, Case No. 24-10443 (Bankr. D. Del. Apr. 23, 2024); *In re ConnectEdu, Inc., et al.*, Case No. 14-11238 (Bankr. S.D.N.Y. June 16, 2024); *In re Aztec Fund Holding Inc., et al.*, Case No. 24-90436 (Bankr. S.D. Tex. Sep. 27, 2024); *In re Presperse Corp.*, Case No. 24-18921(Bankr. D.N.J. Oct. 10, 2024).

5. I have more than 40 years of diversified restructuring experience, serving in advisory, expert and crisis/turnaround management roles. I have led many engagements in formal bankruptcy proceedings and out-of-court restructurings, and have advised senior management of distressed businesses, bank lenders, unsecured creditors' committees, bondholder committees, private equity investors and other parties-in-interest. I have assisted clients in a wide variety of

industries including healthcare, retail, telecommunications, steel, transportation, professional services, manufacturing and distribution, among others. I have advised investors considering potential business/asset acquisitions and distressed businesses on disposition alternatives. My extensive experience includes devising case recovery and litigation strategies, developing plans of reorganization and capital structures, designing operational and strategic plans, and creating and implementing cost reduction strategies. I have conducted various fraud and financial investigations, performed insolvency and liquidation analyses, prepared expert reports, and provided expert testimony in connection with numerous bankruptcies, commercial litigation, and restructuring matters. Over the course of my restructuring career, I have also provided quality and risk management oversight, including conflict resolution and risk mitigation, engagement acceptance and documentation, service line policy development, and have regularly advised on complex client and technical matters in business strategy and turnaround consulting. My experience includes advising insolvent and troubled companies in turnaround and crisis situations and navigating such companies through turnaround, process design and improvements, and merger and acquisition processes. I have frequently been involved in complex matters requiring extensive experience in corporate turnarounds and operational analysis.

6. Getzler Henrich was engaged by the Debtor on or about July 10, 2025, pursuant to the Engagement Letter, to provide restructuring financial advice, management consulting services, and to advise the Debtor in connection with the Debtor's attempts to complete a reorganization of all or a significant portion of the Debtor's outstanding indebtedness, trade claims, leases, and other liabilities and to prepare for the commencement of this Chapter 11 Case.

7. In providing prepetition services to the Debtor in connection with these matters, Getzler Henrich's professionals have worked closely with the Debtor's management and other

professionals and have become well-acquainted with the Debtor's history of operations, bond debt structure, creditors, business and operations, and related matters. As a result, Getzler Henrich has developed significant relevant experience regarding the Debtor that will assist it in providing effective and efficient services in this Chapter 11 Case. On the basis of this experience and knowledge, I believe that Getzler Henrich is uniquely positioned and well-qualified to perform these services and represent the Debtor's interest in this Chapter 11 Case.

Services to Be Provided

8. In accordance with the terms of the Engagement Letter, Getzler Henrich will provide the following financial advisory services to the Debtor, including, without limitation:

(a) reviewing and analyzing the Debtor's business, operations, and financial projections;

(b) assisting in the formulation and presentation of a 13-week cash forecast, which would be utilized in connection with obtaining bankruptcy court approval for use of cash collateral of the Debtor during its chapter 11 proceedings;

(c) assisting counsel in preparation for the filing of this Chapter 11 Case, including assistance in assembling first-day motions for financing and other court-authorized approvals including payroll, benefits, insurances, cash management and related motions;

(d) assisting management in preparing information and analysis necessary for the confirmation of a plan of reorganization in this Chapter 11 Case, including information contained in the disclosure statement and drafting a liquidation analysis which will be required to facilitate approval of such a plan of reorganization and disclosure statement;

(e) advising and assisting management in preparing financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Court approval is sought;

(f) providing testimony, as necessary, with respect to matters on which Getzler Henrich has been engaged to advise the Debtor in any proceeding before the Bankruptcy Court; and

(g) rendering such other general business consulting or such other assistance as are consistent with the goals of this reorganization effort as requested by the Debtor or counsel, as agreed by Getzler Henrich, and to the extent that it would not be duplicative of services provided by other professionals in this proceeding

Professional Compensation

9. Subject to this Court's approval and as set forth in the Engagement Letter, the Debtor and Getzler Henrich have agreed to the following compensation and expense structure (the "Fee Structure") in consideration for the services to be rendered by Getzler Henrich in this chapter 11 case:

Title	Hourly Rate
Principal/Managing Director	$735 - $895
Director/Specialist	$595 - $795
Associate/Paraprofessional	$225 - $595

10. In the normal course of business, Getzler Henrich may revise its hourly rates to reflect changes in various factors including increased costs of doing business. Prior to any increases in Getzler Henrich's rates, Getzler Henrich shall file a supplemental affidavit with the Court and provide ten business days' notice to the Debtor and the United States Trustee. The supplemental affidavit shall explain the basis for the requested rate increases, identify whether such increased rate is reasonable in accordance with section 330(a)(3)(F) of the Bankruptcy Code, and state whether the Debtor has consented to the rate increase.

11. In addition to compensation for professional services rendered by Getzler Henrich professionals, and pursuant to the Engagement Letter, Getzler Henrich's invoices and fee applications will include requests for reimbursement of reasonable out-of-pocket expenses, including travel, report production, delivery services, and other costs incurred in providing the

services. Any travel time incurred by Getzler Henrich is billed at fifty percent (50%) of the standard hourly rate.

12. It is the intention of Getzler Henrich to apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection with this Chapter 11 Case, subject to the Court's approval and in compliance with the *United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (the "Fee Guidelines"), applicable provisions of the Bankruptcy Code, including sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any additional procedures that may be established by the Court, both in connection with this Application and any final fee applications to be filed by Getzler Henrich in this Chapter 11 Case.

13. Getzler Henrich will maintain records in support of any fees, actual and necessary costs and expenses incurred in connection with the services rendered in connection with this Chapter 11 Case. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtor.

14. Prior to the Petition Date, Getzler Henrich and its professionals received seven prepetition retainer payments, each in the amount of $75,000, and one retainer payment in the amount of $125,000 (collectively, the "Retainer"). Getzler Henrich subsequently drew down on the Retainer to cover all outstanding prepetition fees and expenses incurred through the Petition Date. The Debtor does not owe Getzler Henrich any amount for services performed or expenses incurred prior to the Petition Date and, thus, Getzler Henrich is not a prepetition creditor of the Debtor. Getzler Henrich will apply its remaining Retainer balance to allowed post-petition fees

and expenses subject to order of the Bankruptcy Court. As of the Petition Date, Getzler Henrich held a net retainer balance of approximately $170,000.

15. Getzler Henrich's fee and expense structure is consistent with and typical of compensation arrangements entered into by Getzler Henrich and other comparable consulting firms that render restructuring advisory services. I believe that Getzler Henrich's fee and expense structure is reasonable, market-based, and designed to compensate Getzler Henrich fairly for its work and to cover fixed and routine overhead expenses.

Indemnification

16. The Engagement Letter also contains standard indemnification language with respect to Getzler Henrich's services including, without limitation, an agreement by the Debtor to indemnify Getzler Henrich, its principals, employees, representatives, agents, and counsel against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses, and disbursements arising out of or in connection with the Engagement Letter. Moreover, Getzler Henrich has agreed to certain modifications to the indemnification provisions to be implemented through the Order. Specifically, Getzler Henrich has agreed, and the Order shall provide, that the indemnification obligations are limited to the extent that any such claim for indemnification that is (a) judicially determined to have arisen from Geltzer Henrich's bad faith, breach of fiduciary duty (if any), willful misconduct, or gross negligence, or (b) settled prior to a judicial determination as to these exclusions.

17. Getzler Henrich believes the indemnification provisions reflected in the Engagement Agreement, and as modified by the Order, are customary and reasonable terms of consideration for financial advisors such as Getzler Henrich for proceedings both out of court and in chapter 11. The terms and conditions of the indemnification provisions were fully negotiated between the Debtor and Getzler Henrich at arm's-length and in good faith.

Getzler Henrich's Disinterestedness

18. Getzler Henrich took the following actions to identify parties that may have connections to the Debtor and other parties-in-interest in the Chapter 11 Case and to determine Getzler Henrich's relationship with such parties:

(a) Getzler Henrich requested and obtained from the Debtor an extensive list (the "Searched Parties List") of interested parties and significant creditors of the Debtor (the "Searched Parties"). The Searched Parties List that Getzler Henrich reviewed is annexed hereto as **Schedule 1.** The Searched Parties List includes, among others, the Debtor, significant creditors of the Debtor, banks, litigation counterparties, and various professionals related to this Chapter 11 Case.

(b) Getzler Henrich ran the Searched Parties List through the Getzler Henrich relationship database, which is a database containing names of individuals and entities that are present or recent former clients of Getzler Henrich. Getzler Henrich then reviewed the results of the search, which was completed under the supervision of in-house general counsel of Getzler Henrich. At this time, Getzler Henrich is not aware of any relationship that would present a disqualifying conflict of interest.

(c) Known connections between the Searched Parties were compiled for purposes of preparing this Declaration. These connections are listed in **Schedule 2** hereto.

19. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after a reasonable inquiry, Getzler Henrich is a "disinterested person," as such term is defined in section 101(14) of the Bankruptcy Code, in that Getzler Henrich and its professional personnel: (a) are not creditors, equity security holders or insiders of the Debtor; (b) are not and were not, within two years before the date of the filing of this Chapter 11 Case, directors, officers or employees of the Debtor; and (c) do not have an interest materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

20. As may be necessary, Getzler Henrich will supplement this Declaration if it becomes aware of a relationship that may adversely affect Getzler Henrich's retention in this Chapter 11 Case or would otherwise require additional disclosure.

No Duplication of Services

21. Getzler Henrich's services will complement, and not duplicate, the services to be rendered by Troutman Pepper Locke LLP, Partridge Snow & Hahn LLP, and Epiq Corporate Restructuring, LLC, or any other professional retained in the Chapter 11 Case. Getzler Henrich understands that the Debtor has retained and may retain additional professionals during the term of the engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtor.

[signature page follows]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: July 10, 2026

Daniel S. Polsky
Managing Director
Getzler Henrich & Associates, LLC

Schedule 1
Searched Parties

Debtor's Trade Names
Donald W. Wyatt Detention Facility
DWWDF
Wyatt Detention Facility
Central Falls Detention Facility Corporation

Agent to Bondholders
UMB Bank, NA
UMB Bank, NA

Lenders
Bank of America (credit card provider)
Bank Rhode Island
Beacon Financial Corporation
Beacon Bank & Trust
UMB Bank, NA
Wex, Inc. (credit card provider)

Benefit Providers
United HealthCare
DeltaVision
Delta Dental of Rhode Island
Angell Pension Group
Beacon Mutual Insurance Company
New York Life Insurance Company

Current and Former Officers/Directors
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Insurer/Insurance Programs
Affiliated FM Insurance Company
AIG Claims, Inc., Lexington Insurance Co.
AIG-Lexington
American Bankers Insurance Company of Florida
AmTrust North America
Beacon Mutual Company
CFC Underwriting Limited
Chubb
Federal Insurance Company
FM Affiliated Insurance Company
General Star Indemnity Company
General Star Management Company
Hudson Insurance Company
Lexington Insurance Company
MMJUA of Rhode Island
Wesco Insurance Company

Unsecured Creditors (30 Largest)
CODAC, Inc.
bp Energy Retail Company LLC
W.B. Mason Company, Inc.
Aero Mechanical, Inc.
Charm-Tex
Correct RX Pharmacy Services, Inc.
MassCor
Equiparts
Certified Languages International LLC
Aqueduct Technologies, Inc.
MAS Medical Staffing, LLC
Angell Pension Group, Inc.
Biovision Diagnostics LLC
Cook's
Galls, LLC
Atlantic Elevator South Co., Inc.
Lexis-Nexis
Metro Group, Inc.

Spirit Recognition, Inc.
Shur-Az Inc.

Litigation Counterparties
Accelerate Tax, LLC
Debora Alves Borgas Richard
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Maeva Payroll Consulting, LLC
[REDACTED]
[REDACTED]
UMB Bank, NA, Trustee
City of Central Falls
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Professionals
Troutman Pepper Locke LLP
Pannone Lopes Devereaux & O'Gara LLC
Partridge Snow & Hahn LLP
CBIZ Advisors, LLC
Regan Communications
Hilb Group New England
PFM Financial Advisors LLC
[REDACTED]
[REDACTED]
Keelin Garvey Matkovic
Verdantas
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
ProCFO Partners
[REDACTED]
ldt Consulting

Regulatory/Governmental Agency
United States Marshals Service (USMS)
Immigration and Customs Enforcement (ICE)
United States Navy
Mashantucket Pequot Tribe
Federal Bureau of Prisons
City of Central Falls
American Correctional Association (ACA)
Office of Detention Oversight (ODO)
U.S. Department of Justice

Utility Providers/Brokers
Rhode Island Energy
NRG Direct Energy
BP British Petroleum
Pawtucket Water Supply Board
Narragansett Bay Commission
Waste Management
Environ Energy

Significant Suppliers/Vendors
Aqueduct Technologies
Atlantic Elevator South Co., Inc.
Atomic Salon, L.L.C.
Bardon's H20 Technology
BioReference Health, LLC
Caron & Bletzer, PLLC
Certified Languages International
Cox Rhode Island Telecom L.L.C. d/b/a COX Business
Diocese of Providence
Ecolab Inc.
Edward Blanchette, M.D.
Epiq eDiscovery Solutions, Inc.
e-Psychiatry, LLC
ESIS, Inc.
FOP Lodge 50
Immigration and Customs Enforcement
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
CBIZ/Marcum LLP
[REDACTED]
Marquis Software Development, Inc.
Metro Group
[REDACTED]

NAVSUP FLC NORFOLK CONTRACTING
New England State Police Information Network
Northeast Data Destruction
NRG Business Marketing LLC
Rhode Island Council 94 AFSCME
[REDACTED]
[REDACTED]
Shea's Towing
TridentCare
Waste Management of Rhode Island, Inc.
WastExpress
Xerox Financial Services LLC
CODAC, Inc.
DSI-ITI, Inc.
The Hilb Group of New England, LLC
Keefe Commissary Network, LLC
Trinity Services Group, Inc.
United States Marshals Service
Tasca Toyota Boston

Unions

FOP Lodge 50
Rhode Island Council 94 AFSCME

Secured Parties

Xerox Financial Services
Crestmark Vendor Finance
Wells Fargo Financial Leasing, Inc.
WEBBANK
U.S. Bank NA
Bank of New York Mellon Trust Co., NA
U.S. Bank NA
UMB Bank, NA

Miscellaneous

National Railroad Passenger Corporation (Amtrak)
[REDACTED]
HD Supply Facilities Maintenance

Schedule 2
Disclosures

A. Affiliates of Getzler Henrich are parties to a credit facility under which U.S. Bank is a participatory lender. Additionally, affiliates of Getzler Henrich have credit facilities with Wells Fargo Bank, N.A.

B. In matters unrelated to the Debtors, Getzler Henrich's affiliate, Hilco Valuation Services, LLC, and/or its subsidiaries have performed or are currently performing appraisal, advisory, consulting, valuation, field examination, disposition or liquidation services for, (or related to loans made by) or to the following entities: (i) Bank of America, (ii) Marcum LLP, (iii) UMB Bank NA, (iv) U.S. Bank, N.A., (v) W.B. Mason Company, Inc., and (vi) Wells Fargo Bank, N.A.

C. From time to time, Getzler Henrich and/or its affiliates have collaborated with or engaged the professional services of: (i) Fox Rothschild, LLP, and (ii) Troutman Pepper Locke LLP, in matters unrelated to the Debtors.

D. Because of the magnitude of the entire creditor list in this Chapter 11 Case, it is possible that Getzler Henrich and/or its affiliates may represent or may have represented other creditors of the Debtor but does not represent any such creditors in connection with this Chapter 11 Case. Getzler Henrich and/or its affiliates presently or in the past have served as a professional person in other matters, wholly unrelated to the Debtor or this Chapter 11 Case, in which other attorneys, accountants and other professionals of the Debtor, creditors, or other parties in interest may have also served or serve as professional persons.

EXHIBIT C

Engagement Letter

GetzlerHenrich
MANAGEMENT & FINANCIAL CONSULTANTS
A Hilco Global Company

July 10, 2025

Mr. Michael Nessinger
Warden
Central Falls Detention Facility Corporation
Donald W. Wyatt Detention Facility
950 High Street
Central Falls, RI 02863-1506

Via e-mail: Jonathan.Young@troutman.com; Aaron.Smith@troutman.com ; bjl@pldolaw.com; mryan@pldolaw.com; mlopes@pldolaw.com

Dear Warden Nessinger:

It was our pleasure speaking with your legal counsel at Pannone Lopes Devereaux & O'Gara LLC and Troutman Pepper Locke LLP ("**Restructuring Counsel**") and learning about the Central Falls Detention Facility Corporation history and current situation. Thank you for your interest in retaining the services of Getzler Henrich & Associates LLC ("**Getzler Henrich**"). We appreciate the opportunity to work with Central Falls Detention Facility Corporation and its subsidiaries or affiliates, if any, (collectively, "**CFDFC**" or the "**Company**") to provide financial advisory and management consulting services. This agreement and the attached Annex I (collectively, this "**Agreement**") sets forth the agreed upon terms and conditions of the parties' agreement.

OUR SERVICES

Generally, financial advisory services include turnarounds and workouts, interim and crisis management, bankruptcy advisory, financial restructuring and forensic/litigation support. We also assist companies in achieving operational excellence through process improvement/ LeanSigma, supply chain solutions, sales and marketing effectiveness, technology advisory and transaction advisory services. While not all Getzler Henrich's capabilities are required in this case, our breadth of services is briefly summarized on our website www.getzlerhenrich.com.

OUR FIRM

Getzler Henrich & Associates is one of the oldest and most respected names in middle-market corporate restructuring, assisting companies around the world with an approach that emphasizes rapid, pragmatic, decision making and implementation. Since its founding in 1968, Getzler Henrich has developed a strong track record, assisting both underperforming and healthy companies in the middle market. We have a demonstrated ability to generate realistic solutions to challenges confronting businesses or their creditors, and to helping companies improve their operations. Engagements have spanned a broad spectrum of industries. Executing solutions with speed, competence and integrity, we adapt our approach to the precise needs of each individual client and make practical proposals to address specific issues.

OUR PEOPLE

Assignments are always managed with a proactive, results-oriented approach. We believe that to provide valuable guidance and advice to our clients, our people must have first-hand experience running a business. Therefore, prior to joining the firm, each team leader at Getzler Henrich has gained valuable experience managing companies, ranging from top executive positions at middle market companies to senior management positions at major divisions of multinationals.

This engagement will be led by Daniel Polsky and supported by other Getzler Henrich professionals, as required.

Dan Polsky, Managing Director, has 40 years of diversified restructuring experience, serving in advisory, expert and crisis/turnaround management roles. He has led many engagements in formal bankruptcy proceedings and out-of-court restructurings, and has advised senior management of distressed businesses, bank lenders, unsecured creditors' committees, bondholder committees, private equity investors and other parties-in-interest. Dan assisted clients in a wide variety of industries including healthcare, retail, telecommunications, steel, transportation, professional services, manufacturing and distribution, among others. He has advised investors considering potential business/asset acquisitions and distressed businesses on disposition alternatives.

Mr. Polsky's extensive experience includes devising case recovery and litigation strategies, developing plans of reorganization and capital structures, designing operational and strategic plans, and creating and implementing cost reduction strategies. He has conducted various fraud and financial investigations, performed insolvency and liquidation analyses, prepared expert reports, and provided expert testimony in connection with numerous bankruptcies, commercial litigation and restructuring matters. Over the course of his restructuring career, Mr. Polsky has also provided quality and risk management oversight, including conflict resolution and risk mitigation, engagement acceptance and documentation, service line policy development, and has regularly advised on complex client and technical matters.

Prior to joining Getzler Henrich, Dan served in a senior leadership role at a prominent global consulting firm. He received a master's degree in business administration from New York University and a bachelor's degree from the University of Pennsylvania. He is a member of the American Bankruptcy Institute.

TERMS OF ENGAGEMENT

The Standard Terms and Conditions annexed hereto as Annex I are incorporated by reference herein as if set forth in full herein and shall govern this engagement, except to the extent inconsistent with or superseded by the express terms of this letter.

OUR UNDERSTANDING AND SCOPE

We have been provided with background information regarding the Company's history, recent challenges and current needs. We understand that the Company is preparing for a chapter 11 bankruptcy. In connection with such a chapter 11 process, CFDFC requires the assistance of experienced bankruptcy professionals to assist in both preparation for and execution of a chapter 11 proceeding.

Accordingly, the parties agree that we shall provide the following services (the "**Services**"):

1. Assist in the formulation and presentation of a 13-week cash forecast, which would be utilized in connection with obtaining bankruptcy court approval for financing of CFDFC during its chapter 11 proceedings;

2. Assist counsel in preparation for the filing of a chapter 11 proceeding (the "**Bankruptcy Proceeding**"), including assistance in assembling first-day motions for financing and other court-authorized approvals including payroll, benefits, insurances, cash management and related motions;

3. Assist in the development of materials to support CFDFC'c potential Plan of Reorganization and Disclosure Statement, which we understand may be filed simultaneously with the chapter 11 petition for relief;

4. Prepare a draft liquidation analysis which will be required to facilitate approval of such a Plan of Reorganization and Disclosure Statement in connection with best-interest of creditors;

5. Assist in the coordination of efforts to facilitate the chapter 11 by gathering data for filings required in chapter 11 including the debtor's Schedules of Assets and Liabilities and Statement of Financial Affairs;

6. Provide such other assistance and services as are consistent with the goals of this effort as requested by Company and its Restructuring Counsel and agreed to by Getzler Henrich.

Notwithstanding this Agreement, all services to be rendered by Getzler Henrich on behalf of CFDFC during its chapter 11 proceedings and all obligations set forth in this Agreement shall be conditioned upon, subject to and governed in all respects by the order of the United States Bankruptcy Court for the District of Rhode Island (the "**Bankruptcy Court**"), which will review and approve this Agreement in connection with CFDFC's application for the retention of Getzler Henrich as a retained professional in the Bankruptcy Proceeding.

Within 24 hours of commencing the Bankruptcy Proceeding, the Company shall file a motion under section 327 of the Bankruptcy Code (the "**Retention Motion**"), in form and substance reasonably acceptable to both Getzler Henrich and Restructuring Counsel, authorizing the Company's entry into this engagement Agreement, which the Company agrees to use its reasonable efforts to obtain (the "**Retention Order**"). The Company shall request the Bankruptcy Court enter a Retention Order that specifically provides that: (i) Getzler Henrich is being retained pursuant to sections 327 of the Bankruptcy Code by the Company and is authorized to commence its services as of the date of this engagement Agreement; (ii) the payment of all fees and reimbursement of expenses hereunder to Getzler Henrich shall be free and clear of all liens, claims and encumbrances; and (iii) all such fees and expenses due and owing to Getzler Henrich hereunder shall constitute allowed administrative expenses under section 503(b)(1), with the priority specified in section 507(a) of the Bankruptcy Code. In addition to the above, contemporaneously with

the filing of the Retention Motion, the Company shall file a motion providing for the payment of Getzler Henrich's fees and expenses, including a motion for the use of cash collateral or DIP financing, which motion shall include a budget expressly providing for the payment of Getzler Henrich's fees and expenses due hereunder (the "**Payment Order**"). Getzler Henrich's agreement to provide the Services set forth herein is expressly conditioned upon the Bankruptcy Court entering the Payment Order. In the event the Bankruptcy Court does not enter the Payment Order, in form and substance reasonably acceptable to Getzler Henrich, Getzler Henrich shall have the option to terminate this engagement immediately upon written notice without Getzler Henrich incurring any liability, penalty, or financial penalty to any party. Company acknowledges that it will pay Getzler Henrich in accordance with this Agreement and the applicable orders of the Bankruptcy Court allowing such Fees and reimbursement of such Expenses. If the Company fails to do so, Getzler Henrich reserves the right to cease work until the Company complies with such order and/or terminate this Agreement immediately upon written notice.

Company acknowledges and agrees to ensure the availability of all Company personnel as Getzler Henrich believes in utilizing Company personnel to the greatest extent possible should they have the capacity and capability to perform the necessary analyses.

Company agrees to share all relevant information and analyses for our review and Getzler Henrich will utilize that work for expediency, if appropriate.

Getzler Henrich will perform additional tasks only as requested by and mutually agreed upon with the Company. We appreciate the Company's desire to obtain value from this exercise. Accordingly, Getzler Henrich has structured a highly skilled, seasoned team and focused approach to accomplish the parties' objectives in an expedient and comprehensive fashion.

ATTORNEY CLIENT AND WORK PRODUCT PRIVILEGES

It is expressly acknowledged and agreed that the Company is retaining Getzler Henrich in furtherance of the legal strategy and work plan developed by Restructuring Counsel (the "**Work Plan**"), and that all Services to be provided by Getzler Henrich are in accordance with and pursuant to the Work Plan. It is the understanding and expectation of each of the Company, Restructuring Counsel and Getzler Henrich that (i) all communications among and between Getzler Henrich and any of the Restructuring Counsel are subject to attorney-client and work product privileges to the fullest extent possible and (ii) each of the Company, Restructuring Counsel and Getzler Henrich shall treat these communications as privileged and confidential in all respects.

FEE STRUCTURE

Getzler Henrich will invoice the Company weekly for the Services (the "**Fees**" and reasonable out-of-pocket expenses ("**Expenses**") incurred by Getzler Henrich. The Company acknowledges that Getzler Henrich invoices are due and payable each week upon presentation. Should payment not be provided timely by the Company we reserve the right to cease work until the matter is resolved and/or terminate this agreement upon written notice.

Fees will be billed on an hourly basis pursuant to our standard hourly rates as follows:

Principal / Managing Director	$735 - $895
Director / Specialists	$595 - $795
Associate Paraprofessionals	$225 - $595

Getzler Henrich will strive to perform the Services in an expeditious and comprehensive fashion, which will be dependent in part on the quality, sophistication and availability of the Company's existing systems, personnel, processes and reporting procedures and the Company's ability to provide all required financial and operational information and data in a timely fashion and in the required format. We will communicate the project status and direction routinely and identify issues and/or roadblocks that could impact the project's cost or timeline. We strongly emphasize employing a collaborative approach with consistent communication. Travel time is billed at 50% of the hourly rate. Note that we do not provide assurance regarding the outcome of the Services, our work and our Fees are not contingent on the results of such work or Services. Mr. Polsky's current billing rate is $795 per hour. Mr. Andrews' current billing rate is $695 per hour.

To the extent that any services outside the scope of this engagement are required or requested, the extent of these services, and the additional compensation to be paid to Getzler Henrich for such services, shall be agreed upon prior to Getzler Henrich beginning to perform such services. These services will be provided subject to our entering into an appropriate amendment to this letter.

The Company will, on the signing of this letter, pay Getzler Henrich a retainer in the amount of $75,000 which will be applied to the final bill and/or, in the event Company files for bankruptcy, will be applied to any currently outstanding invoice to be paid prior to Company's filing for bankruptcy. Should this retainer be insufficient because of a change in circumstances (e.g., required level of assistance or filing for bankruptcy protection), Getzler Henrich reserves the right to request, and the Company agrees to pay a retainer increase and/or additional retainer upon the request of Getzler Henrich. Any amount of this retainer remaining after application to unpaid fees and expenses will be returned to the Company at the end of this engagement. Notwithstanding anything to the contrary contained in this paragraph, Getzler Henrich will be entitled to retain the unused portion of the retainer, if any, to the extent necessary to ensure performance by the Company of its indemnification obligations pursuant to this Agreement.

This Agreement contains the entire agreement among the parties relating to the subject herein. Any modification or other changes to the terms contained herein, including Annex I, must be in writing and signed by the parties hereto to be enforceable.

If the foregoing is in accordance with our understanding, please sign the attached copy and forward it to our office. In addition, the retainer and future payments may be wired to:

Bank Name: Bank of America
Account Name: GETZLER HENRICH & ASSOCIATES
Routing number ACH/EFT: 071000039
Routing number DOM.WIRES: 026009593
Account Number: 008670329131
SWIFT ID: BOFAUS3N (U.S DOMESTIC) BOFAUS6S (FOREIGN CURRENCY)

Sincerest regards,

GETZLER HENRICH & ASSOCIATES LLC

By: _____ Dated: _____
Managing Director

AGREED TO AND ACCEPTED BY:

Central Falls Detention Center Facility Corporation and its subsidiaries and affiliates, if any

Accepted by: _____

Dated: _____

Print Name: _____

Title: _____

ANNEX I
Terms and Conditions

1. Access to Company Personnel and Information.

(a) The Company agrees to make available to Getzler Henrich all of the Company's financial and operational information and data as requested by Getzler Henrich (all such information so furnished being the "Information") and agrees to permit discussions with Company personnel that Getzler Henrich reasonably requests in connection with the services performed by Getzler Henrich under this Agreement. The Company will provide Getzler Henrich with full access to all Company personnel, books, and records, including those of the Company's attorneys (subject to such safeguards as may be necessary to preserve applicable attorney client privileged communications) and other agents and third-party representatives. The Company represents and warrants to Getzler Henrich that, except as disclosed to Getzler Henrich in writing, all Information provided or made available to Getzler Henrich by the Company, its directors, officers, employees, representatives, attorneys and agents at any time shall, to the best of the Company's knowledge: a) be complete and correct in all material respects; and b) not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements not misleading in light of the circumstances under which such statements are made. The Company agrees that it shall notify Getzler Henrich if it learns subsequently that any Information provided or made available to Getzler Henrich in accordance with this Agreement is incorrect, inaccurate, or otherwise should not be relied upon.

(b) The Company recognizes and confirms that Getzler Henrich (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated hereby without having independently verified any of the same and (b) does not assume responsibility for accurateness or completeness of the Information and such other information and (c) will not make an appraisal of any of the assets or liabilities of the Company. The Company agrees that Getzler Henrich shall have no duty to verify independently the reliability, accuracy or completeness of any Information or other information. The Company also agrees that Getzler Henrich shall incur no liability to the Company or any individual or other entity that may arise if any Information or other information proves to be unreliable, inaccurate or incomplete.

2. Confidential Information.

(a) Getzler Henrich shall not publicly disclose the Confidential Information. Further, Getzler Henrich will use the Confidential Information for the purpose of providing services to the Company pursuant to this Agreement. "Confidential Information" shall consist only of information that is necessary for Getzler Henrich to perform its services under this Agreement, and that is: (i) disclosed to Getzler Henrich by the Company, its directors, officers, employees, representatives and agents; (ii) acquired by Getzler Henrich from any inspection of the Company's property in connection with this Agreement; or (iii) information produced by Getzler Henrich, from Confidential Information, in connection with performing services to the Company under this Agreement.

(b) Confidential Information shall not include information that is: (i) now or subsequently becomes generally known or available by publication, commercial or otherwise, through no fault of Getzler Henrich, its employees, agents, or independent contractors; (ii) already known by Getzler Henrich at the time of the disclosure, provided that such information did not come from a source known by Getzler Henrich to be bound by a confidentiality agreement with the Company, or from a source that was otherwise prohibited from disclosing such information under a contractual, legal or fiduciary obligation; (iii) becomes available to Getzler Henrich on a non-confidential basis from a source other than the Company, provided that, to Getzler Henrich's knowledge, the source was not prohibited from disclosing such information to Getzler Henrich under a contractual, legal or fiduciary obligation to the Company; (iv) independently developed by Getzler Henrich, its employees, agents, or independent contractors primarily from information that is not Confidential Information; (v) information that the Company and Getzler Henrich agree, in writing, may be disclosed; (vi) information that is or should be reasonably expected to be disclosed as part of Getzler Henrich's services to the Company; or (vii) information that Getzler Henrich reasonably believes, upon advice of its attorneys, must be disclosed pursuant to applicable law, or regulatory or administrative process, including stock exchange rules.

(c) Getzler Henrich may disclose Confidential Information: (i) to third parties in connection with the performance of its services under this Agreement; or (ii) in connection with any dispute between Getzler Henrich and Company under, concerning or arising out of this Agreement. If Getzler Henrich receives any request by order, subpoena, or other legal process, including to produce any Confidential Information, appear in court or provide testimony (collectively, "Legal Request"), then unless otherwise prohibited by law or process, if practicable Getzler Henrich will seek to provide the Company with timely notice of such Legel Request and Company shall reimburse Getzler Henrich for any fees and costs (including reasonable attorney's fees) incurred relating to or responding to such Legal Request. At the Company's request and expense, and unless otherwise prohibited by law or against a recommendation by Getzler Henrich's counsel, and without relinquishing or modifying Getzler Henrich's authority to disclose information under the terms of this Agreement, Getzler Henrich will cooperate reasonably with the Company in actions that the Company deems necessary or appropriate under the circumstances to protect the confidentiality of the Confidential Information.

(d) Getzler Henrich may disclose the Company's name for purposes of external marketing materials and will not otherwise disclose Confidential Information as contemplated under this Section 2.

3. No Third-Party Beneficiaries; Use of Work Product. Except as provided with respect to indemnification and exculpation, there are no third-party beneficiaries of this Agreement. The Company acknowledges that in connection with its engagement Getzler Henrich is acting as an independent contractor with duties owing solely to Company. The Company acknowledges that all information, whether written or oral, created, prepared, or compiled by Getzler Henrich in connection with this Agreement is intended solely for the benefit and use of the Company provided, however that Getzler Henrich acknowledges and agrees that Company shall utilize Getzler Henrich's work in negotiations with Company's creditors. No other individual or entity shall be entitled to rely on such information for any purpose. Company agrees that such information shall not be reproduced, disseminated, quoted or referred to at any time or in any manner other than to the Company's board of directors or managers, officers, employees, representatives, attorneys, and other agents who have a need to receive such information, except upon Getzler Henrich's prior written consent. Without limiting the foregoing, the Company shall not (and shall not authorize any other individual or entity to) use Getzler Henrich's name or to make available to third parties any information created, prepared, or compiled by Getzler Henrich under this Agreement for any reason, including obtaining or extending credit, offering or selling securities or other assets, or in any representations to third parties without Getzler Henrich's prior written consent. It is also expressly agreed that notwithstanding the above restrictions upon the Company's dissemination and use of information and work product, Getzler Henrich shall have no responsibility or liability relating directly or indirectly to such disclosure (whether authorized or unauthorized) by the Company concerning any information created, prepared, or compiled, in whole or in part, by Getzler Henrich pursuant to this Agreement, which may be disclosed only after prior written approval by Getzler Henrich or as required by applicable law, or regulatory or administrative process, including stock exchange rules. The foregoing provisions shall not be construed or interpreted to prohibit references to Getzler Henrich's engagement under this Agreement in required public filings or court documents.

4. Future Performance.

(a) The services to the Company under this Agreement may include the preparation of recommendations, projections, and other forward-looking statements. The Company acknowledges that numerous factors may affect the Company's actual financial and operational results, and that these results may materially and adversely differ from the recommendations and projections prepared, in whole or in part, by Getzler Henrich.

(b) Getzler Henrich does not provide assurance regarding the outcome of its engagement and its fees are not contingent on the results of its engagement.

5. Independent Contractor Status. Getzler Henrich is an independent contractor under this Agreement, and accordingly, this Agreement shall not be an employment agreement. No one on behalf of any Getzler Henrich Party (as defined below), nor any employees, agents, or independent contractors thereof, shall be considered to be a director, officer, member, manager, partner, control person, employee, representative, agent, or insider of the Company, unless expressly agreed to in a writing signed by Company and Getzler Henrich. Getzler Henrich will have exclusive control over the management and operation of Getzler Henrich, including hiring and paying the wages or other compensation of its personnel. The Getzler Henrich personnel that provide services to the Company under this Agreement may also provide services to other past, present or future Getzler Henrich clients. In addition, like other advisory firms, Getzler Henrich may utilize the services of qualified independent project employees, who work under our direct supervision for us on an ad hoc basis as temporary employees, to assist Getzler Henrich with its performance of its services pursuant to this Agreement. This arrangement enables us to reduce our overhead and provide cost-effective services to our clients, who benefit from this saving by our reasonable rate structure.

6. Appointment as Officer and/or Director. Getzler Henrich understands that the Company's officers and directors are covered by appropriate D&O insurance policies. Should the Company with the consent of Getzler Henrich elect a Getzler Henrich Party as an officer or director, the Company shall prior to the effectiveness of such election and as a condition of Getzler Henrich's acceptance of such election, name such Getzler Henrich Party and Getzler Henrich as additional insureds under these policies and under all such other policies that the Company may purchase during Getzler Henrich's engagement. The Company further agrees to provide evidence of this coverage as soon as it is in place. It is mutually understood that naming such Getzler Henrich representative as an officer or director of the Company, that such Getzler Henrich representative will remain at all times an employee of Getzler Henrich and not become an employee of the Company and will be compensated solely by Getzler Henrich. Upon any cancellation or non-renewal of the D&O policy, then the Company shall exercise their rights to extend the claim period for a one-year "discovery period" and shall exercise such rights and pay such premiums required thereunder.

7. No Fiduciary Relationship. Other than with respect to appointment(s) of a Getzler Henrich Party as an officer and/or director of Company in writing (and then only with respect to such Getzler Henrich Party), nothing in this Agreement is intended to create, or shall be deemed or construed to create a fiduciary relationship between: (a) the Company, including without limitation, the Company's directors, officers, members, managers partners, control persons, shareholders, employees, representatives, agents, or creditors (collectively, the "Company parties" and each a "Company Party"), on the one hand; and (b) Getzler Henrich, Getzler Henrich's affiliates, and the respective directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, independent contractors, attorneys, agents, successors or assigns of Getzler Henrich or Getzler Henrich affiliates (collectively, the "Getzler Henrich Parties," and each a "Getzler Henrich Party") on the other hand.

8. Indemnity by Company.

(a) The Company agrees to indemnify and hold harmless Getzler Henrich and each other Getzler Henrich Party from and against, and Company agrees that no Getzler Henrich Party shall have any liability to the Company or any other Company Party for, any losses, claims, damages, obligations, penalties, judgments, awards, settlements, liabilities,

costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and expenses, investigation fees and expenses and court and litigation costs) of any kind or nature whatsoever, known or unknown, foreseen or unforeseen, contingent or otherwise arising out of or in any way, directly or indirectly, related to (i) Company's actions or failures to act (including statements or omissions made, or information provided, by it or its agents) or (ii) actions or failures to act by an Getzler Henrich Party with Company's consent or in reliance on Company's actions or failures to act, or (B) otherwise related to or arising out of any services rendered by Getzler Henrich or any Getzler Henrich Party pursuant to this Agreement or other services rendered at the request of Company (including service by an Getzler Henrich Party as an officer, director or in any other capacity with Company or any of its affiliates), including costs arising out of any dispute whether or not Getzler Henrich or any other Getzler Henrich Party is a party to such dispute and including any claim brought by, on behalf of or in the name of Company (collectively, "Covered Losses"); provided, however, that this indemnity and exculpation shall not apply where a court of competent jurisdiction has found by a final judgment (not subject to further appeal) that such Covered Losses resulted primarily from willful misconduct on the part of Getzler Henrich in the performance of its services under this Agreement. The Company also agrees to pay Getzler Henrich a fee at Getzler Henrich's regular hourly rates for it or any other Getzler Henrich Party preparing for, or testifying in, any legal proceedings. If multiple claims are brought against any Getzler Henrich Party in any action with respect to at least one of which indemnification is permitted under applicable law and provided for under this agreement, the Company agrees that any judgment, arbitration award or other monetary award shall be conclusively deemed to be based on claims as to which indemnification is provided for and permitted. The Company's obligations hereunder shall be in addition to any rights that any Getzler Henrich Party may have at common law or otherwise. Solely for the purpose of enforcing this agreement, the Company hereby consents to personal jurisdiction and to service and venue in any court in which any claim which is subject to this agreement is brought by or against any Getzler Henrich Party.

(b) If any action, suit, proceeding or investigation or similar item is commenced as to which a Getzler Henrich Party is entitled to indemnification hereunder, it shall notify Company with reasonable promptness; provided, however, that any failure to so notify Company shall not relieve Company from its obligations hereunder (except to the extent Company is materially and adversely affected by such failure to be given notice). Getzler Henrich shall have the right to retain counsel of its own choice to represent it, and Company shall pay the reasonable fees, expenses and disbursements of such counsel; and such counsel shall to the extent consistent with its professional responsibilities cooperate with Company and any counsel designated by Company. Company shall not without written prior consent of Getzler Henrich, settle or compromise any claim against Getzler Henrich, or permit a default or consent to the entry of any judgment in respect thereof, unless such settlement, compromise or consent includes as an unconditional term thereof, the giving by the claimant to Getzler Henrich of an unconditional release from all liability in respect of such claim.

(c) In order to provide for just and equitable contribution, if a claim for indemnification pursuant to this Indemnification Agreement is made but is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for the indemnification in such case, then Company, on the one hand, and Getzler Henrich, on the other hand, shall contribute to the Covered Losses to which the Indemnified Parties may be subject in accordance with the relative benefits received by Company, on the one hand, and Getzler Henrich, on the other hand, and also the relative fault of Company, on the one hand, and Getzler Henrich, on the other hand, in connection with the statements, acts or omissions which resulted in such Covered Losses and the relevant equitable considerations shall also be considered. Notwithstanding the foregoing, Getzler Henrich shall not be obligated to contribute any amount hereunder that exceeds that amount of fees previously received by Getzler Henrich from Company.

(d) Neither termination nor completion of the engagement of Getzler Henrich or of this Agreement shall affect these indemnification provisions which shall remain operative and in full force and effect and shall be binding upon any successors or assigns of Company. Each Getzler Henrich Party is an express third-party beneficiary of the provisions of this Section 8.

9. **Non-Solicitation.** For a period of twenty four (24) months after the later of: (a) the completion of all services to be provided by Getzler Henrich under this Agreement; or (b) termination of this Agreement, the Company, including any affiliates thereof, shall not, directly or indirectly, hire, employ, retain or utilize (other than through Getzler Henrich) the services of any current or former employee of Getzler Henrich or independent contractor who provided services under this Agreement at any time without the prior written consent of Getzler Henrich. The Company agrees and acknowledges that the Getzler Henrich's remedy at law for any breach of the provisions of this Section would be inadequate and that for any breach of such provisions Getzler Henrich will, in addition to such other remedies as may be available to it at law or in equity, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by law.

10. **Joint and Several Liability; Setoff.** If the Company consists of one or more entities, then the Company's obligations under this Agreement shall be joint and several obligations of each entity comprising the "Company." Without limiting any other remedy that may be available to Getzler Henrich under this Agreement or applicable law, where the "Company" under this Agreement consists of more than one entity, then Getzler Henrich shall have against each such entity a right of setoff (notwithstanding any lack of mutuality) under which Getzler Henrich may set off against any claim against Getzler Henrich by any entity comprising the Company group, all of the claims that Getzler Henrich may have against any or all of the other entities that comprise the Company.

11. **Limitation of Liability**. No Getzler Henrich Party shall be liable to the Company, or any party asserting claims on behalf of the Company, except for direct damages found in a final determination to be the direct result of the bad faith, self-dealing, intentional misconduct or gross negligence of such Getzler Henrich Party. The Getzler Henrich Parties shall not be liable for incidental or consequential damages under any circumstances, even if they have been advised of the possibility

of such damages. The Getzler Henrich Parties aggregate liability, whether in tort, contract or otherwise, is limited to the amount of fees paid for services on this engagement (the "Liability Cap"). The Liability Cap is the total limit of the Getzler Henrich Parties for any and all claims or demands by anyone with respect to this Agreement, or the services provided hereunder, and the Liability Cap shall be allocated among all such claimants, as appropriate.

12. **Attorneys' Fees and Expenses.** The Company shall pay all costs and expenses, including reasonable attorneys' fees and expenses, incurred by Getzler Henrich to enforce this Agreement, including, but not limited to any indemnity provision of this Agreement. This obligation to pay Getzler Henrich's reasonable attorneys' fees and expenses shall apply whether such fees and expenses are incurred during trial or appeal, or in arbitration, a bankruptcy case, or otherwise. If so required, Getzler Henrich shall additionally be entitled to reimbursement of reasonable legal expenses associated with any required court approval of this Agreement or enforcement of provisions of this Agreement, including, but not limited to, fee applications and the defense of any objections thereto. Company shall reimburse Getzler Henrich for all such expenses upon presentation of the invoice for the same supported by appropriate documentation.

13. **Consent; Entire Agreement.** In any instance under this Agreement where a party's consent is permitted or required to be given, such consent shall not be withheld unreasonably. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the Company and Getzler Henrich with respect to such subject matter. The parties agree that all terms of their agreement and understanding are embodied in this Agreement, and as modified or supplemented from time to time, but only if such modification or supplement is both: (i) in writing, and (ii) signed by all parties. To the extent that any services outside the scope of this engagement are required or requested, the extent of these services, and the additional compensation to be paid to Getzler Henrich for such services, shall be agreed upon prior to Getzler Henrich beginning to perform such services.

14. **Choice of Law/Forum.** The validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance or breach, and related matters shall be governed by the internal laws of the State of New York (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance or breach, or related matters shall be brought exclusively in the courts of the State of New York in the County of New York or of the United States of America for the Southern District of New York, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. GETZLER HENRICH HEREBY AGREES, AND THE COMPANY HEREBY AGREES ON ITS OWN BEHALF, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF EACH OTHER COMPANY PARTY, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTER-CLAIM OR ACTION IN CONNECTION WITH, RELATING TO OR ARISING OUT OF GETZLER HENRICH'S ENGAGEMENT, GETZLER HENRICH'S PERFORMANCE THEREOF, OR THIS AGREEMENT.

15. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed by facsimile signatures or signatures forwarded via email.

16. **Termination.** Either the Company or Getzler Henrich can terminate this agreement upon written notice, except for Sections 1 thru 3 and 6 thru 12, which shall survive any termination. Outstanding amounts due Getzler Henrich, if any, will be paid promptly upon receipt of a final invoice that will be provided immediately upon notice of termination by the Company.