

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 11
	:	
Wordsworth Academy,	:	Case No. 17- <u>14463</u> (AMC)
	:	
Debtor.	:	(Joint Administration Requested)
	:	
In re:	:	Chapter 11
	:	
Wordsworth CUA 5, LLC,	:	Case No. 17- <u>14466</u> (AMC)
	:	
Debtor.	:	(Joint Administration Requested)
	:	
In re:	:	Chapter 11
	:	
Wordsworth CUA 10, LLC,	:	Case No. 17- <u>14467</u> (AMC)
	:	
Debtor. ¹	:	(Joint Administration Requested)
	:	

**ORDER PURSUANT TO SECTIONS 327(a) AND 328(a) OF
THE BANKRUPTCY CODE AUTHORIZING THE RETENTION
AND EMPLOYMENT OF GETZLER HENRICH AS
FINANCIAL ADVISORS FOR THE DEBTORS**

Upon the application (the "Application")² of the above-captioned debtors and debtors -in-possession (the "Debtors") for entry of an order, pursuant to sections 327 and 328 of the Bankruptcy Code, authorizing the retention and employment of Getzler Henrich as financial advisors to the Debtors; and upon the Declaration; and the Court being satisfied, based upon the representations made in the Application and the Declaration, that Getzler Henrich represents no interest adverse to the Debtors' estates or their creditors, that Getzler Henrich is a disinterested person as that term is defined under section 101(14) of the Bankruptcy Code, and that Getzler

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Wordsworth Academy (9031); Wordsworth CUA 5, LLC (0983); and Wordsworth CUA 10, LLC (5980). Wordsworth Academy has an address at 3300 Henry Ave., Philadelphia, PA 19129.

² Capitalized terms not defined herein shall have the meaning set forth in the Application.

Henrich's employment is necessary and in the best interests of the Debtors' estates and their creditors; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 Cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 § 157(b); and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016, the Debtors are authorized to employ and retain Getzler Henrich as their financial advisors effective as of the Petition Date, on the terms set forth herein, in the Application, the Declaration, and the Agreement.
3. Getzler Henrich shall file fee applications for monthly, interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in the Bankruptcy Code, applicable Bankruptcy Rules, the Local Rules and any other such procedures as may be fixed by order of this Court.
4. The Indemnification Provisions of the Agreement are approved, subject to the following modifications:
 - a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify the Getzler Henrich Parties, in accordance with

the Agreement, for any claim arising from, related to or in connection with their performance of the services described in the Agreement, provided, however, that the Getzler Henrich Parties shall not be indemnified for any claim arising from services other than the services provided under the Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

- b. Notwithstanding anything to the contrary in the Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, (i) for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of Getzler Henrich's obligations under the Agreement, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Company, et al., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to that person's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Agreement as modified by this Order; and
- c. If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Getzler Henrich believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Agreement (as modified by this Order), including without limitation the advancement of defense costs, Getzler Henrich must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Getzler Henrich.

7. In the event of any inconsistency between the Agreement, the Application, and this Order, the terms of this Order shall govern.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

10. The terms of this Order shall be immediately effective and enforceable upon its entry.

11. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: July 26, 2017



UNITED STATES BANKRUPTCY JUDGE