



Order Filed on May 17, 2016
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

HERRICK, FEINSTEIN LLP

One Gateway Center
Newark, New Jersey 07102
(973) 274-2000
Justin B. Singer
Stephen B. Selbst
Hanh V. Huynh

Proposed Attorneys for the Debtor

In Re:

DRUG STORES II LIMITED LIABILITY
COMPANY,

Debtor.

Case No.: 16-12198 (KCF)
Chapter: 11
Judge: Ferguson

**ORDER GRANTING DEBTOR'S APPLICATION
FOR AN ORDER APPROVING SALE OF CERTAIN VEHICLES**

The relief set forth on the following pages 2 through 5 is **ORDERED**.

DATED: May 17, 2016


Honorable Kathryn C. Ferguson
United States Bankruptcy Judge

Upon the motion (the “Motion”)¹ of Drug Stores II Limited Liability Company d/b/a Innovo Specialty Compounding Solutions, Innovo Specialty Pharmacy, and Health Shoppe Pharmacy (“Innovo,” or the “Debtor”), for entry of an order approving the sale of certain of the Debtor’s owned vehicles, as more fully described in the Motion (the “Vehicles”), pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and the appearances of all interested parties having been noted in the record of the Hearing; and upon consideration of all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor, its estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient case appearing therefore, it is hereby

ORDERED as follows:

1. The sale of the Honda Pilot to the Honda Buyer on the terms set forth in the Motion is hereby approved.
2. The sales of the Range Rover and the Porsche to the Range Rover/Porsche Buyer on the terms set forth in the Motion is hereby approved.

¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

3. The Honda Buyer is authorized and directed to deliver directly to Honda Finance at the closing of the sale of the Honda the amount of the payoff of the Honda Finance loan, upon which Honda Finance shall release its lien on the Honda.

4. The Range Rover/Porsche Buyer is authorized and directed to deliver (i) directly to RBS at the closing of the sale of the Range Rover the amount of the payoff of the RBS loan, upon which RBS shall release its lien on the Range Rover, and (ii) directly to Porsche Finance at the closing of the sale of the Porsche the proceeds of the sale in partial payment of the payoff of the Porsche Finance loan, and Snehal Patel is directed to deliver to Porsche Finance funds necessary to satisfy the remainder of the Porsche Finance loan, and reasonable fees incurred by counsel in filing the motion for relief from stay and limited objection to the Motion. Porsche Finance shall release its lien on the Porsche once the funds necessary to satisfy the Porsche Finance loan and reasonable attorneys fees have cleared.

5. If the closing on the sale of the Porsche does not occur within thirty (30) days of the entry of this order, the Debtor shall consent to immediate relief from the automatic stay to permit Porsche to exercise all of its rights as a secured creditor with respect to the Porsche.

6. All the net proceeds of the sales of the Vehicles in excess of the funds delivered to Honda Finance, RBS and Porsche Finance, are subject to the security interests of The Provident Bank (“Provident”) and shall be delivered to Provident.

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, title to the Vehicles shall be transferred to the Buyers, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Vehicles and shall vest the applicable Buyers with title to the applicable Vehicle, free and clear of all liens, mortgages, pledges, options, security interests,

charges, rights of first refusal, hypothecations, encumbrances on real or personal property, easements, encroachments, rights of way, restrictive covenants on real or personal property, real or personal property licenses, leases or conditional sale arrangements, debts, liabilities, obligations and claims, whether accrued or fixed, direct or indirect, liquidated or unliquidated, absolute or contingent, matured or unmatured, determined or undeterminable, known or unknown, including those arising under any law or action and those arising under any contract or otherwise, including any tax liability, and including any rights, claims or causes of action based on any theories of transferee or successor liability (collectively, the “Liens, Claims and Interests”).

8. The consideration provided by the Buyers for the Vehicles is fair and reasonable and the sale may not be avoided under section 363(n) of the Bankruptcy Code.

9. The transaction contemplated by herein is undertaken by the Buyers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to the Buyers. The Buyers are purchasers in good faith of the Vehicles, and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

10. On the closing of the sale of the Vehicles, each of the Debtor’s creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Liens, Claims and Interests in the Vehicles, if any, as such Liens, Claims and Interests may have been recorded or may otherwise exist.

11. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, all amendments thereto, any waivers and consents thereunder, and of

each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Vehicles to the Buyers, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtor, and (c) interpret, implement, and enforce the provisions of this Order.

12. The Debtor is not selling any “personally identifiable information” (as that term is defined in 11 U.S.C. § 101(41A)) to the Buyers. Accordingly, section 363(b)(1) of the Bankruptcy Code does not apply.

13. Notwithstanding Bankruptcy Rule 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.