IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: NOON MEDITERRANEAN, INC.,[1] Debtor.	Chapter 11 Case No. 18-11814 (BLS)

MOTION OF NOON MEDITERRANEAN, INC., DEBTOR AND DEBTOR IN POSSESSION, (I) FOR AUTHORITY TO SELL SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS, FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, SUBJECT TO HIGHER AND BETTER OFFERS, (II) TO APPROVE THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (III) FOR A WAIVER OF THE STAY APPLICABLE TO SUCH AUTHORIZATION

Noon Mediterranean, Inc., debtor and debtor in possession (the "Debtor"), by and through its counsel, hereby moves this Court (the "Motion") (i) for authority to sell substantially all of the Debtor's assets, free and clear of liens, claims, interests and encumbrances to Daphne's Inc. ("Daphne's") or its nominee ("Buyer"), subject to higher and better offers, (ii) to approve the assumption and assignment of certain executory contracts and unexpired leases; and (iii) for a waiver of the stay applicable to such authorization as more fully described below. In support of this Motion, the Debtor respectfully represents as follows:

[1] The Debtor in this chapter 11 case and the last four digits of the Debtor's U.S. tax identification number are: Noon Mediterranean, Inc. (f/k/a Verts Mediterranean Grill, Inc.; f/k/a Verts Kebap, Inc.; f/k/a DMS Foods, Inc.) (-5849). At the time it filed its bankruptcy petition, the Debtor's corporate headquarters was located at: Workville – Noon Mediterranean, 1412 Broadway, 21st Floor, New York, NY 10018.

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue of this proceeding and this Motion is proper in this district pursuant to 28 U.S.C. § 1408.

BACKGROUND

3. On August 6, 2018 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court").

4. Noon operates a fast-casual restaurant chain.

5. Shortly after its bankruptcy filing, the Debtor applied for authorization to employ Griffin Financial Group, LLC ("Griffin") to serve as its investment banker. Griffin thoroughly canvassed the market for a transaction that would maximize the value of the Debtor's estate and marketed the Debtor's assets for sale. The Debtor's marketing efforts are detailed in the supporting declaration of Thomas G. Whalen, which is attached as **Exhibit A**. The Debtor's marketing efforts, assisted by Griffin, resulted in execution of the term sheet (the "Term Sheet") attached as **Exhibit B**.

6. Per the Term Sheet, the material terms of the proposed sale are:

Purchaser: Daphne's, Inc, a Delaware Company

Premises: 12 Noon locations

Assets: Leases for all 12 locations to be assigned. All restaurant furniture, fixtures and equipment ("FF&E") and inventory and restaurant supplies remaining on the Premises on the Possession Date (all to be detailed in a formal inventory ("Physical Inventory") to be initialed by the parties and attached to the APA); FF&E and Physical Inventory sold and delivered “AS IS.” All intellectual property to include but not limited to domain names, trademarks, recipes, artwork, website, and any other IP belonging or affiliated with Noon Med (collectively, the “Purchased Assets”).

Consideration:
1. $731,265.00 cash to pay creditors, expenses, fees and legal expenses.
2. 2% of equity given to creditors in Daphne's, Inc.
3. Up to $100,000 in post-bankruptcy costs.
4. Payment of October rent for all assumed locations.

7. Referencing Local Bankruptcy Rule 6004-1(b)(i-iii), the Debtor makes the following disclosures/statements:

(a) The Debtor intends to file a copy of the proposed purchase agreement as soon as practicable, but no later than two (2) business days prior to the hearing on the Motion;

(b) An initial version of the proposed sale order is attached; and

(c) The Debtor (i) has not communicated to its customers a policy prohibiting the transfer of personally identifiable information about them to persons who are not affiliated with the debtor or, alternatively, (ii) is not selling personally identifiable information about its customers as part of the proposed sale. By extension, the Debtor is not requesting appointment of a consumer privacy ombudsman pursuant to Bankruptcy Code section 332.

8. Referencing Local Bankruptcy Rule 6004-1(b)(iv), the Debtor makes the following disclosures/statements:

(a) The proposed sale is to a non-insider;

(b) Buyer has no agreement(s) with management;

(c) The Debtor does not contemplate the inclusion of releases in the Agreement;

(d) A private sale is contemplated, subject to higher and better offers;

(e) The closing of the proposed sale has to occur by October 5, 2018;

(f) The Buyer is not paying a good faith deposit in connection with the sale;

(g) There are no interim arrangements with the Buyer;

(h) There are no agreements regarding the use of sale proceeds;

(i) The Debtor is not seeking to have the sale declared exempt from recording taxes, stamp taxes, use taxes and other, similar transfer taxes (to the extent applicable) in connection with the sale;

(j) The Debtor is not selling its books and records as part of the sale;

(k) The Debtor is not selling avoidance actions as part of the sale;

(l) The Debtor is seeking a finding that the Buyer is not a successor to it;

(m) The Debtor is not seeking a sale free and clear of unexpired leases; the remaining leases will either be assumed/assigned or rejected incident to the proposed sale;

(n) The proposed sale does not involve credit bidding; and

(o) The Debtor will be seeking relief pursuant to Federal Rule of Bankruptcy Procedure 6004(h).

RELIEF REQUESTED

Sale of Purchased Assets

9. Through this Motion, the Debtor respectfully requests approval of the sale of the Purchased Assets to Buyer free and clear of all liens, claims, interests and encumbrances pursuant to the Agreement.

10. The Debtor has determined, in its business judgment, that the sale and assignment proposed herein is the most efficient and cost-effective way to liquidate the Purchased Assets, is fair and reasonable, and is in the best interests of the Debtor's estate.

11. Section 363 of the Bankruptcy Code provides that a trustee, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Moreover, section 105(a) of the Bankruptcy Code states that "the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. §105(a).

12. The sale of a debtor's assets pursuant to section 363 of the Bankruptcy Code is

appropriate if a sound business purpose exists for doing so. *See Meyers v. Martin* (*In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *Titusville Country Club v. Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

13. In addition to a sound business purpose, the Third Circuit requires that there be adequate and reasonable notice of the sale and a fair and reasonable price or good-faith negotiations with the buyer. See *In re Abbotts Dairies, Inc.*, 788 F.2d 143, 147 (3d Cir. 1986); *In re Tempo Tech. Corp.*, 202 B.R. 363, 367 (D. Del. 1996); *In re Delaware & Hudson Rwy. Co*., 124 B.R. 169, 176 (D. Del. 1991).

14. The Debtor requests authorization to sell and assign the Purchased Assets to the Buyer free and clear of liens, claims, interests and encumbrances. Section 363(f) of the Bankruptcy Code authorizes a trustee to sell property under section 363(b) "free and clear of any interest in such property of an entity other than the estate" if one of the following conditions is satisfied:

a. applicable nonbankruptcy law permits the sale of such property free and clear of such interest;

b. such entity consents;

c. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

d. such interest is in *bona fide* dispute; or

e. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

15. Applicable case law provides that a sale of a debtor's assets free and clear of all liens, claims, interests and encumbrances is permissible under section 363(f) as long as the liens, claims, interests and encumbrances attach to the net proceeds of the sale. *Folger Adam Security, Inc. v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 259 (3d Cir. 2000) ("The holdings of the courts suggest

that any interest in property that can be reduced to a money satisfaction constitutes a claim for purposes of section 363(f) and, therefore, attaches to the proceeds of the sale.”).

16. Pursuant to section 363(f), the Debtor submits that any liens, claims, interests and encumbrances on the Purchased Assets are capable of being satisfied by cash payment. Therefore, the Debtor may sell the Claims free and clear of all liens, claims, interests and encumbrances, with such liens, claims, encumbrances and interests, if any, attaching to the proceeds of the Sale.

Assumption of Executory Contracts and Unexpired Leases

17. In addition to those procedures set forth above, the Debtor is also seeking approval of certain procedures (the “Assumption Procedures”) to facilitate the fair and orderly assumption and assignment of certain of the Debtor’s executory contracts and unexpired leases (each an “Assumed and Assigned Contract”) in conjunction with any sale.

18. The proposed Assumption Procedures are as follows:

(a) **Assumption and Assignment/Cure Notice.** As soon as reasonably practicable (but no later than the date the Agreement is filed with the Court), the Debtor proposes to file with the Court a schedule setting forth the contracts and/or leases proposed to be assumed and assigned, together with any cure amount(s) applicable to such contract, and serve the Assumption and Assignment/Cure Notice on each Contract Counterparty under each proposed Assumed and Assigned Contract by first class mail, postage prepaid, facsimile, electronic transmission, hand delivery or overnight mail. The Assumption and Assignment/Cure Notice shall set forth: (i) the Buyer; (ii) the contract(s) and/or lease(s) that may be assumed by the Debtor and assigned to the Buyer; (iii) the name and address of the Contract Counterparty thereto; (iv) the proposed effective date of the assignment (subject to the right of the Debtor and Buyer to withdraw such request for assumption and assignment prior to the consummation of the sale); (v) a statement as to the Buyer's ability to perform the Debtor's obligations under such contract(s) and/or lease(s); and (vi) the deadline by which any such Contract Counterparty must file an objection to the proposed assumption and assignment; provided, however, that the presence of any contract or lease on an Assumption and Assignment/Cure Notice does not constitute an admission that such contract or lease is an executory contract or unexpired lease.

(b) **Objections to Assumption and Assignment.** The Debtor proposes that objections to the assumption and assignment of any executory contract or unexpired lease (and the Debtor's asserted cure amount, if any, related to same) must: (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any case management order entered in this case; (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (iv) be filed with the Court and served, so as to be actually received no later than the date/time of the hearing for approval of the sale, on: (i) the Debtor, Noon Mediterranean, Inc., Workville – Noon Mediterranean, 1412 Broadway, 21st Floor, New York, NY 10018, Attn: Stefan Boyd; (ii) proposed counsel for the Debtor, Ciardi Ciardi & Astin, One Commerce Square, 2005 Market Street, Suite 3500, Philadelphia, PA 19103 (Attn: Albert A. Ciardi III) and 1204 N. King Street, Wilmington, DE 19801, Attn: Joseph J. McMahon, Jr.; and (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801.

(c) **Effect of Filing an Objection to an Assumption and Assignment/Cure Notice.** A properly filed and served objection to an Assumption and Assignment/Cure Notice will reserve such objecting party's rights against the Debtor with respect to the relevant assumption and assignment and/or objection to the Cure Amount of a contract or lease, but will not constitute an objection to the remaining relief requested in this motion.

(d) **Dispute Resolution.** If any objection to the proposed assumption and assignment of a contract or lease or related Cure Amount is timely filed, a hearing with respect to such objection will be held before the Honorable Brendan Linehan Shannon, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, DE 19801. A hearing regarding the Cure Amount, if any, may be continued until after the closing of the sale.

19. The Debtor also requests authorization from this Court, upon the entry of an Order

approving this Motion, for the Debtor to execute such documents necessary and appropriate to complete the sale and the assignment of the Purchased Assets to Buyer.

Waiver of Rule 6004(h) Fourteen-Day Stay

20. Finally, the Debtor requests that the Court waive the fourteen-(14) day stay provided by Federal Rule of Bankruptcy Procedure 6004(h) ("Rule 6004(h)"). Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen (14) days after the entry of an order, unless the court orders otherwise." The Debtor requests that this Court waive the fourteen-day stay under Bankruptcy Rule 6004(h) so that the Debtor may consummate the sale immediately. The Advisory Committee notes on Rule 6004(h) expressly state that "[t]he court may, in its discretion, order that Rule 6004(h) is not applicable so that the property may be used, sold or leased immediately…." Advisory Committee Notes to Bankruptcy Rule 6004(h). In this instance, there is no benefit or need to stay the order authorizing the sale for fourteen days.

NOTICE

21. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Delaware, (ii) the Debtor's twenty (20) largest unsecured creditors, as listed in connection with its bankruptcy petition; (iii) the Buyer, (iv) Contract Counterparties, and (v) all other parties who have requested notice pursuant to Federal Rule of Bankruptcy Procedure 2002, in accordance with Del. Bankr. L.R. 2002-1(b). The Debtor submits that such notice is sufficient.

WHEREFORE, the Debtor requests that the Court enter an order, substantially in the form attached hereto, (i) authorizing the Debtor to execute the Agreement with Buyer, as well as any and all other documents necessary to effectuate the sale of the Purchased Assets to Buyer, and (ii) granting such other relief as is just and proper.

Dated: September 21, 2018
Wilmington, Delaware

CIARDI CIARDI & ASTIN

/s/ Joseph J. McMahon, Jr.
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Attorneys for the Debtor and Debtor in Possession

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re NOON MEDITERRANEAN, INC.,[1] Debtor.	Chapter 11 Case No. 18-11814 (BLS)

DECLARATION OF THOMAS G. WHALEN IN SUPPORT OF DEBTOR'S MOTION UNDER 11 U.S.C. §§ 105(A) AND 363 OF THE BANKRUPTCY CODE AND FED. R. BANKR. P. 6004(A) APPROVING THE SALE OF CERTAIN ASSETS OF THE ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND (B) GRANTING RELATED RELIEF

I, Thomas G. Whalen, declare as follows:

1. I am a Senior Managing Director and co-head of the Financial Restructuring Practice at Griffin Financial Group, LLC ("Griffin"). Griffin is an investment banking firm that has substantial experience in representing companies in a variety of industries in both buy and sell side M&A processes, as well as in capital raise processes in the placement of both senior and subordinated debt, and/or equity. Additionally, Griffin has significant experience disposing of and/or refinancing of major properties (including properties and related establishments owned or leased by Debtors involved in bankruptcy proceedings). Griffin's Financial Restructuring Group specializes in raising capital, selling businesses as going concerns, and the sale of assets of financially troubled companies. Moreover, Griffin or its professionals have substantial experience in the sale of assets and businesses on a going-concern basis in the various bankruptcy jurisdictions nationally (including the District of Delaware) both through the

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Bankruptcy Code section 363 process and plans of liquidation/ reorganization. Since inception, Griffin or its professionals have provided such services to over one hundred (100) financially troubled companies, including more than twenty (20) entities seeking Chapter 11 protection in over eight (8) federal districts.

2. Griffin was previously engaged by the Debtor for the purpose of marketing the Debtor's assets for sale [application – D.I. 16; order – D.I. 64].

3. In connection with its services to the Debtor, Griffin conducted a broad and thorough marketing process on the Debtor's behalf. Griffin's marketing effort consisted of the following elements:

- Electronic mail solicitation campaign; and
- Outreach call campaign.

4. What follows is a timeline of significant events in the marketing process:

a) During August, Glenn Bernabeo (also a Senior Managing Director and co-head of the Financial Restructuring Practice) and I traveled to New York to meet with certain of the Debtor's owners and its management team to discuss a marketing strategy for the assets. Additionally, Griffin also had several phone calls with Albert Ciardi, Debtor's counsel, about the marketing strategy as well.

b) Upon being formally engaged, Griffin created solicitation lists for use in connection with the marketing process. Griffin identified the most likely prospects to consider acquiring the Debtor's assets or in investing in the Debtor's business based on (i) their Standard Industrial Classification

("SIC") Code, (ii) size, and/or (iii) Griffin's prior experience; Griffin identified certain prospects that it believed may be interested in this type of investment or acquisition. Griffin also had discussions with the Debtor regarding entities that it believed may have interest in investing in its business or acquiring its assets. Griffin selected a total of one hundred thirty-three (133) companies as targets for the solicitation campaign.

c) Griffin also created a confidentiality agreement, a 1-page teaser, a confidential investment memorandum, a virtual data room and a prospect database.

d) From August 16th through September 12th 2018, Griffin made outreach calls and emails to approximately one hundred thirty-three (133) prospects identified in the solicitation list.

5. Griffin's extensive marketing effort resulted in Griffin speaking to over one hundred (100) groups about the opportunity, with twenty-three (23) groups executing confidentiality agreements and receiving access to the virtual data room. Griffin followed-up with parties in each of these groups on numerous occasions; Griffin answered questions and provided additional information when requested. Griffin also set up calls and meetings with Debtor's management and several site visits for prospective buyers.

6. Prior to the bid deadline established by the Court for the receipt of qualified bids in connection with the sale process, Daphne's Inc. ("Daphne's") and another party submitted an Indication of Interest ("IOI"). No other IOI's or formal bids were received either prior to or after the bid deadline.

7. In my view, and based upon Griffin's extensive experience in serving as an investment banker in bankruptcy proceedings (as described above and in the Debtor's application to employ Griffin), the marketing efforts described above were comprehensive and calculated to reach entities interested in investing in or purchasing the Debtor's assets. Further, in my view, based upon Griffin's experience, the purchase price of up to $831,265 of cash, plus 2% of equity in Daphne's Inc. is fair and reasonable for the assets being sold.

8. Griffinjmc was encouraged to market the assets with an eye towards generating any and all qualifying bids. The Debtor fully cooperated with Griffin's efforts to market the assets. Further, no entities interfered with or otherwise attempted to negatively affect the sale process that we led. Accordingly, I believe that Daphne's acted in good faith in submitting its qualifying bid and is a "good faith" purchaser.

I submit this declaration pursuant to 28 U.S.C. § 1746; the statements made herein are true and correct to the best of my knowledge, information and belief under penalty of perjury.

Date: September 20, 2018

Thomas G. Whalen

EXHIBIT B

OFFER and TERM SHEET
Merger of Daphne's and Noon Mediterranean

Dear Glenn Bernabeo:

The undersigned hereby offers a non-binding offer to purchase the assets of Noon Mediterranean restaurant chain, including the premises lease, the liquor license, security deposits, intellectual property, trademarks, recipes and the furniture, fixtures, equipment and remaining inventory, all as further detailed below. Upon acceptance by the representatives of Noon Mediterranean, the parties anticipate closing the deal on October 4th, 2018 and with approval of the courts.

Purchaser: Daphne's, Inc, a Delaware Company

Premises: 12 Noon locations

Assets: Leases for all 12 locations to be assigned. All restaurant furniture, fixtures and equipment ("FF&E") and inventory and restaurant supplies remaining on the Premises on the Possession Date (all to be detailed in a formal inventory ("Physical Inventory") to be initialed by the parties and attached to the APA); FF&E and Physical Inventory sold and delivered "AS IS".All intellectual property to include but not limited to domain names, trademarks, recipes, artwork, website, and any other IP belonging or affiliated with Noon Med.

Consideration:
1. Up to the $731,265.00 cash to pay creditors, expenses, fees and legal expenses.
2. 2% of equity given to creditors in Daphne's, Inc.
3. Up to $100,000 in post bankruptcy costs.

Merger: At the close of the deal the 12 Noon Restaurants will be converted to Daphne's Restaurants. Daphne's, Inc will become a 36 unit chain. Daphne's Inc. carries no debt and will be generating $27 million a year in revenue.

Company Info: Daphne's is a 30 year old brand that currently operates 24 restaurants throughout California. The company just partnered with Costco to launch a retail line that is going nationwide. Currently we are selling Gyro Kits and we will be launching salad kits & Bowls. The restaurants have had sales growth every year for the last 5 years. The brand is currently building 4 new units. The brand is opening 8 new units a year.

Thank you for your consideration and look forward to working with you on completing this transaction.

DocuSigned by:
D006FFB91DD74B3...
Michael Nakhleh
President
Daphne's, Inc
9/19/2018

Stefan Boyd
CEO
Noon Mediterranean, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: NOON MEDITERRANEAN, INC.,[1] Debtor.	Chapter 11 Case No. 18-11814 (BLS) **Re: D.I. ______________**

ORDER APPROVING MOTION OF NOON MEDITERRANEAN, INC., DEBTOR AND DEBTOR IN POSSESSION, (I) FOR AUTHORITY TO SELL SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS, FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, SUBJECT TO HIGHER AND BETTER OFFERS, (II) TO APPROVE THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (III) FOR A WAIVER OF THE STAY APPLICABLE TO SUCH AUTHORIZATION

Before the Court is the motion (the "Motion")[2] of Noon Mediterranean, Inc., debtor and debtor in possession (the "Debtor"), (i) for authority to sell substantially all of the Debtor's assets, free and clear of liens, claims and encumbrances to Daphne's Inc. ("Daphne's")or its nominee ("Buyer"), subject to higher and better offers, (ii) to approve the assumption and assignment of certain executory contracts and unexpired leases; and (iii) for a waiver of the stay applicable to such authorization; and the Court having found that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) notice of the Motion was sufficient under the circumstances; and (d) specifically, the Assumption Procedures provided reasonable notice to the Contract Counterparties; and the

[1] The Debtor in this chapter 11 case and the last four digits of the Debtor's U.S. tax identification number are: Noon Mediterranean, Inc. (f/k/a Verts Mediterranean Grill, Inc.; f/k/a Verts Kebap, Inc.; f/k/a DMS Foods, Inc.) (-5849). At the time it filed its bankruptcy petition, the Debtor's corporate headquarters was located at: Workville – Noon Mediterranean, 1412 Broadway, 21st Floor, New York, NY 10018.

[2] Capitalized terms are defined in the Motion.

Court further determining that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein;

NOW, THEREFORE, IT IS HEREBY ORDERED that:

The Motion is GRANTED; and it is further

ORDERED that the Trustee is authorized to enter into the Agreement as well as any and all other documents (collectively, the "Sale Documents") necessary to effectuate the sale and assignment of the Assets to Buyer; and it is further

ORDERED that, upon receipt of the Purchase Price by the Debtor, execution of the Sale Documents and entry of this Order, the Assets shall be transferred to the Buyer free of any liens, claims, interests or encumbrances; and it is further

ORDERED that both the Assumption Procedures and the assumption and assignment of the Assumed Contracts is hereby approved; and it is further

ORDERED that the sale shall not be subject to the Rule 6004(h) stay; and it is further

ORDERED that this Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the Sale Documents and implementation of this Order.

Dated: October _____, 2018
Wilmington, Delaware

BY THE COURT:

____
The Honorable Brendan L. Shannon
United States Bankruptcy Judge