

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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TRANSMAR COMMODITY GROUP LTD. ¹	:	
	:	
Debtor.	:	Case No. 16-13625(JLG)
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**ORDER APPROVING THE PRIVATE SALE AND ASSIGNMENT OF THE DEBTOR'S
POWDER BOOK FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES,
AND OTHER INTERESTS PURSUANT TO 11 U.S.C. §§ 105, 363, AND 365 AND 365
AND FED. R. BANK. P. 6004 AND GRANTING RELATED RELIEF**

Upon consideration of the motion dated May 17, 2017 (the "Sale Motion"), of Transmar Commodity Group Ltd. (the "Debtor"), as debtor-in-possession, for an order (the "Order"), *inter alia*, pursuant to 11 U.S.C. §§ 105, 363, and 365 and Federal Rule of Bankruptcy Procedure 2002, 6004 and 6006 for an order authorizing the private sale and assignment of certain of the Debtor's Powder Book Contracts,² as modified pursuant to paragraph 10 herein (the "Assigned Contracts") and all of the Debtor's rights under warranties, indemnities, and similar rights against third parties to the extent related to the Assigned Contracts (the "Purchased Assets"), free and clear of all liens, claims and encumbrances, and other interests, to AMERRA Cocoa USA, LLC ("AMERRA"), pursuant to the Asset Purchase Agreement (the "APA") dated May 17, 2017, by and among the Debtor and AMERRA, and granting related relief; and a hearing on the Sale Motion having been held on May 31, 2017 (the "Sale Hearing"); and the Court having

¹ The Debtor in this chapter 11 case and the last four digits of the Debtor's taxpayer identification number is as follows: Transmar Commodity Group Ltd. (5889). The Debtor's principal office is located at 200 South Street, 4th Floor, Morristown, NJ 07960.

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

considered the Sale Motion, the Objection (“Forbes’ Objection”) filed by The Benjamin P. Forbes Company (“Forbes”), the Reply to the Forbes’ Objection filed by the Debtor, as well as any evidence presented at the hearing; and the Court having jurisdiction to consider and determine the Sale Motion in accordance with 28 U.S.C. §§ 157 and 1334; and due notice of the Sale Motion having been provided, and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor; the Court hereby finds and determines the following:

General

A. The Court has jurisdiction to consider the Sale Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Sale Motion is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are 11 U.S.C. §§ 105, 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006.

C. As evidenced by the certificates of service filed with the Court, and based on the representations of counsel at the Sale Hearing; (i) proper, timely, and sufficient notice of the Sale Motion, and the transactions contemplated therein (including the assumption and assignment of the Assigned Contracts) and the Sale Hearing has been provided in accordance with the Order Shortening Time with Respect to the Sale Motion [Docket No. 277], Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006; (ii) such notice was good and sufficient under the particular circumstances; and (iii) no other or further notice of the Sale Motion, the transactions contemplated therein (including the assumption and assignment of the Assigned Contracts) or the Sale Hearing and the entry of this Order is required.

D. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including,

but not limited to: (a) the Office of the U.S. Trustee (Attn: Serene Nakano, Esq.); (b) Sidley Austin LLP, as counsel to AMERRA (Attn: Lee S. Attanasio, Esq.); (c) all Counterparties to the Powder Contracts; (d) all parties who have made an offer on the Powder Book or expressed an interest in making an offer on the Powder Book; (e) Stroock & Stroock & Lavan LLP, as counsel to ABN AMRO Capital USA LLC, as Agent for the Pre-Petition Lenders (Attn: Andrew P. DeNatale, Esq.); (f) Tarter Krinsky & Drogin LLP, as counsel to the Committee (Attn: Rocco Cavaliere, Esq.); and (g) all taxing authorities that have jurisdiction over the Powder Contracts; (h) all known persons holding a lien on any of the Powder Contracts; and (i) all entities who have requested notice under Bankruptcy Rule 2002.

The Bankruptcy Case

E. On December 31, 2016, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. While it is winding down its business operations and liquidating its assets, the Debtor continues to operate its business and manage its assets as a debtor-in-possession under 11 U.S.C. §§ 1107(a) and 1108.

The Marketing Process for the Forward Book

F. Beginning in February 2017, the Debtor began actively marketing the Forward Book for sale. In connection with this marketing process, in February 2017, the Debtor established a due diligence data room for potential bidders, all of which were required to execute confidentiality agreements in order to participate. In connection with this process, the Debtor contacted at least nineteen (19) separate potential strategic and/or financial bidders, including those suggested by the Pre-Petition Lenders, thereafter provided detailed information regarding the Forward Book to at least seven (7) different potential bidders, each of which executed a confidentiality agreement, and which were provided access to the Debtor's electronic data room.

G. As a result of these marketing efforts, the Debtor received two (2) firm bids for certain contracts that are within the Forward Book including a bid from AMERRA (the “Initial Bids”).

H. The Debtor, after consulting with the Pre-Petition Lenders, determined that the bid presented by the other bidder, FCStone Merchant Services, LLC (“FCStone”), was the superior bid of the two and determined in its business judgment to designate FC Stone’s bid (the “FCStone Bid”) as the “stalking horse” bid for the Debtor’s sale of substantially of its Forward Book (the “Forward Book Sale”).

I. Notably, as part of its bid for a portion of the Forward Book, FCStone agreed to independently purchase Product and fund processing costs and other costs sufficient to bridge performance of the Debtor’s obligations under certain of the Forward Contracts settling between now and the date of the Debtor’s sale of the Forward Book (the “Bridge Transaction”).

J. In order to effectuate the Bridge Transaction, on March 28, 2017, the Debtor filed a motion to authorizing the Debtor to enter into a services agreement (the “Service Agreement”) with FCStone outside of the ordinary course of business [Docket No 193] (the “Service Agreement Motion”).

K. Through the Service Agreement Motion, the Debtor sought to continue to perform under certain of its Forward Contracts in order to preserve the value of the Forward Book. In particular, given the fact that the Debtor neither has the liquidity nor the financing necessary to continue to purchase inventory, the value of certain of the Forward Contracts was at risk due to the fact that the Debtor would be unable to fulfill its obligations to acquire or supply Product during the pendency of the Proposed Sale.

L. The Bridge Transaction originally proposed by FCStone did not, however, contemplate servicing the Powder Book. As a result, the Debtor remained concerned about preserving the value of the Powder Book, as certain Counterparties to Powder Contracts were complaining about the Debtor's failure to timely deliver cocoa powder and were threatening to terminate their contracts.

M. Prior to the hearing on the Service Agreement Motion, the Debtor received an alternative offer from TRC Cocoa LLC ("TRC") to serve both as the counterparty to the Service Agreement and the "stalking horse" for the Forward Book Sale (the "TRC Bid"). The TRC Bid sought to service and purchase certain additional Forward Contracts of the Debtor beyond those included in the FCStone Bid, including the Powder Book.

N. Subsequently, the Debtor received revised bids from both FCStone and TRC (the "Revised Bids"). The Revised Bids both included offers to service and purchase the Powder Contracts with FCStone giving the Debtor the option to have FCStone service the Powder Contracts as part of the Bridge Transaction.

O. After reviewing the Revised Bids and consulting with the Pre-Petition Lenders, the Debtor, in its business judgment, determined to proceed with the revised bid from FCStone as the counterparty to the Service Agreement and to serve as the stalking horse for the Forward Book Sale.

P. On April 7, 2017, the Court entered an order granting the Service Agreement Motion [Docket No. 226].

Q. After due consideration and consultation with the Pre-Petition Lenders and Committee, the Debtor decided in its business judgment that it would not to exercise its option to have FCStone service or purchase the Powder Book.

R. On May 12, 2017, the Debtor filed its motion to approve the Forward Book Sale, with FC Stone's revised bid serving as the "stalking horse" bid (the "Forward Book Sale Motion"). A hearing to consider the bidding procedures portion of the Forward Book Sale Motion ~~is scheduled for~~ **was held on** May 31, 2017. [JLG]

The Powder Book Sale

S. Recently, five (5) of the Counterparties to Powder Contracts have contacted the Debtor and have purported to terminate their Powder Contracts with the Debtor.

T. As is set forth in detail in the APA, and as set forth in further detail here, AMERRA recently made the Debtor an offer to purchase the Powder Book from the Debtor.

U. Upon information and belief, unlike FCStone, AMERRA is currently in possession of certain specific cocoa powder necessary to fulfill certain of the Powder Contracts, which makes AMERRA uniquely qualified to purchase the Powder Book and, upon closing, to immediately begin performing under the Powder Contracts.

V. After due consideration and consultation with both the Pre-Petition Lenders and the Committee, the Debtor, in its business judgment, determined that an emergent sale of the Powder Book to AMERRA was the best opportunity to preserve the value of the Powder Book and maximize value for the Debtor's estate.

W. Further, given the fact that AMERRA is in possession of the certain specific cocoa powder necessary to fulfill certain of the Powder Contracts, the Debtor has determined, in its business judgment, not to proceed with an auction for the Powder Book. Instead, the Debtor has determined that AMERRA's proposal for the Powder Book by way of private sale would likely be the best and highest offer that the Debtor will receive for the Powder Book.

X. Given all of the circumstances of this Bankruptcy Case and the adequacy and fair value of the purchase price under the APA, the Sale to AMERRA on the terms and subject to the conditions set forth in the APA constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

Y. The consummation of the transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitations, 11 U.S.C. §§ 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) and all applicable requirements of such sections have been complied with in respect of the transaction.

The Forbes' Objection

Z. On May 26, 2017, Forbes filed the Forbes' Objection [Docket No. 301] to the proposed assumption and assignment of the Debtor's contracts with Forbes set forth on Section 2.01(a) of the Disclosure Schedules delivered in connection with the APA (the "Forbes Contracts").

AA. On May 30, 2017, the Debtor filed a Reply to the Objection [Docket No. 310].

BB. The Debtor and Forbes have engaged in negotiations concerning the Debtor's potential assumption and assignment of the Forbes Contracts. In light of the costs and risks to each, the parties have agreed to resolve their dispute, as set forth below in paragraphs 10 and 15 to 19 of this Order.

The Sale of the Purchased Assets to AMERRA

CC. The transactions effectuating, and the terms and conditions governing, the sale of the Purchased Assets to AMERRA are embodied in the APA, which is attached to the Sale Motion as **Exhibit B**.

DD. The APA contemplates that the sale of the Purchased Assets shall be free and clear of all liens, claims, interests and other encumbrances within the meaning of 11 U.S.C. §363(f).

EE. AMERRA's obligation to consummate the transactions contemplated in the APA is subject to the specific conditions outlined in the APA, including the condition of Court approval. As of the date of entry of this Order, there has been no failure of any condition under the APA to AMERRA's obligation to consummate the Sale.

FF. The APA was negotiated, proposed, and entered into by and between AMERRA and the Debtor without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtor nor AMERRA has engaged in any conduct that would cause or permit the application of 11 U.S.C. § 363(n) to the sale, including having the APA voided.

GG. AMERRA is a good faith purchaser in accordance with 11 U.S.C. § 363(m) and, as such, AMERRA is entitled to all of the protections afforded thereby. Absent a stay of the effectiveness of this Order, if any, AMERRA will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transaction under the APA, including the assumption and assignment of the Assigned Contracts, at any time after the expiration of any stay of this Order, whether pursuant to Bankruptcy Rule 6004(g) or otherwise.

HH. Notwithstanding any default by the Debtor thereunder, including as a result of any delay in scheduled delivery, the Assigned Contracts to be assumed and assigned to AMERRA are valid and binding, in full force and effect, and enforceable in accordance with their terms (subject to any updated delivery schedules), and are property of the Debtor's estate pursuant to 11 U.S.C. § 541(a) of the Bankruptcy Code, and AMERRA shall have all of the rights of the Debtor thereunder.

II. The terms and conditions of the APA: (i) are fair and reasonable; (ii) valid, binding and enforceable; (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any other practical available alternative; and (iv) constitute reasonably equivalent value and fair consideration for the Purchased Assets.

JJ. The transactions contemplated by the APA will, upon consummation thereof (the "Closing"), (i) be a legal, valid, and effective transfer of the Purchased Assets to AMERRA with no further action required on the part of the Debtor and (ii) vest AMERRA with good title to the Purchased Assets free and clear of all liens, claims and encumbrances within the meaning of 11 U.S.C. § 363(1).

KK. The relief sought in the Sale Motion, including approval of the APA and consummation of the transactions contemplated thereof is in the best interests of the Debtor, its bankruptcy estate, creditors, and all parties in interest. The Proposed Sale must be approved and consummated promptly in order to preserve the viability of the Purchased Assets.

LL. The Debtor has good and marketable title to the Purchased Assets and, upon entry of this Order, will have all the corporate or organizational power and authority necessary to consummate the transactions contemplated by the APA.

MM. The Debtor has demonstrated good, sound and sufficient business purpose and justification, and it is a reasonable exercise of its business judgment, to: (i) sell the Purchased Assets on the terms and conditions set forth in the APA; (ii) assume and assign the Assigned Contracts to AMERRA; and (iii) consummate all transactions contemplated by the APA, and the sale, assumption and assignment of the Purchased Assets is in the best interests of the Debtor, its estate and its creditors.

NN. The provisions of 11 U.S.C. §§ 363 and 365 of the Bankruptcy Code have been complied with and are applicable to the sale of the Purchased Assets.

OO. The Debtor may consummate the transactions and transfer the Purchased Assets free and clear of all liens, claims and encumbrances, because one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All liens, claims or encumbrances against the Purchased Assets shall attach to the sale proceeds with the same validity, enforceability, priority, force and effect that they now have as against the Purchased Assets.

PP. AMERRA or the Debtor, as applicable under the terms of the APA, has: (i) cured, or has provided adequate assurance of cure, of all defaults under the Assigned Contracts, if any, existing before the date of this Order, within the meaning of 11 U.S.C. § 365(b)(1)(A), including any default resulting from a delay in scheduled delivery under an Assigned Contract through a future delivery by AMERRA thereunder, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default before the date of this Order under the Assigned Contracts, if any, within the meaning of 11 U.S.C. § 365(b)(1)(B), and AMERRA has provided adequate assurance of its future performance of and under the Assigned Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(C).

ACCORDINGLY, THE COURT HEREBY ORDERS THAT:

General Provisions

1. The findings of fact entered above and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014. To the extent that any finding of fact shall later be determined to be a conclusion of law, it shall be so deemed, and to the extent that any conclusion of law shall later be determined to be a finding of fact, it shall be so deemed.

2. The Sale Motion is granted ~~in its entirety~~ [JLG] on the terms and conditions set forth herein.

3. All parties in interest have had the opportunity to object to the relief requested by the Debtor in the Sale Motion, and to the extent that objections to the Sale Motion or the relief requested therein have not been withdrawn, waived or settled, such objections and all reservations of right included therein, are overruled on the merits. The parties who did not object, or who withdrew their objections, to the Sale Motion, are deemed to have consented to the relief set forth therein.

Approval of the APA

4. The APA and all of the terms and conditions contained therein are approved in its entirety. The APA is fully enforceable by the parties thereto in accordance with and subject to its terms and conditions. The Debtor is hereby authorized to perform each of its covenants and undertakings and to take such action as may be necessary to effectuate the terms of this Order and as provided in the APA.

5. The sale of the Purchased Assets and the terms and conditions contemplated by the APA, including, without limitation, the closing of the transactions contemplated by the APA, are hereby approved pursuant to 11 U.S.C. §§ 105(a), 363(b) and (f), and 365.

6. The Debtor and AMERRA are authorized and directed, pursuant to 11 U.S.C. §§ 105(a), 363(b) and 365, to perform all of their obligations pursuant to the APA and to execute such other documents and take such other actions as are necessary to effectuate the transactions contemplated by the APA.

Transfer of the Purchased Assets to AMERRA

7. Except as expressly provided in the APA, pursuant to 11 U.S.C. §§ 105(a), 363(1) and 365, upon the Closing, the Purchased Assets shall be sold, transferred or otherwise assigned

to AMERRA free and clear of all liens, claims and encumbrances with all such liens, claims and encumbrances to attach to the proceeds of the sale in the order of their priority, and with the same validity, priority, force and effect which they now have as against the Purchased Assets.

8. No bulk sale or any similar law of any state, including but not limited to N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38, apply in any way to the sale and transfer of the Purchased Assets hereunder.

Assumption and Assignment of the Assigned Contracts

9. The Debtor is authorized pursuant to 11 U.S.C. § 365(a) to assume and assign the Assigned Contracts set forth on Section 2.01(a) of the Disclosure Schedules delivered in connection with the APA, including but not limited to the Assigned Contracts with Clasen Quality Chocolates, Inc., Tootsie Roll Industries, Tate & Lyle, and R.M. Palmer Company.

10. The Forbes Contracts shall be rejected and shall no longer be considered “Assigned Contracts” for purposes of the APA and this Order.

11. Pursuant to 11 U.S.C. §§ 105(a) and 365, the Debtor’s assumption and assignment of the Assigned Contracts to AMERRA, on the terms contained in the APA, is approved, and the requirements of 11 U.S.C. § 365(b)(1) with respect thereto are deemed satisfied. The assignment by the Debtor of the Assigned Contracts to AMERRA pursuant to 11 U.S.C. § 365(f) is binding on the Counterparties to those contracts.

12. Upon Closing pursuant to the APA, the Assigned Contracts shall be transferred to, and, notwithstanding any prior notice of termination by any counterparty to any Assigned Contract or any delay in performance by the Debtor, shall be and remain in full force and effect for the benefit of, AMERRA in accordance with their terms (subject to any updated delivery schedule thereunder), notwithstanding any provision in the Assigned Contracts (including, without limitation, those described in 11 U.S.C. § 365(b)(2) and (1)) that prohibits, restricts, or

conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtor is hereby relieved from any further obligation or liability for any breach of the Assigned Contracts.

13. The Cure Amounts set forth in the relevant Cure Notice, which indicate all Cure Amounts are \$0.00, shall be controlling notwithstanding anything to the contrary in any Assumed Contract or other document, and the nondebtor party to each Assumed Contract shall be forever barred from asserting any other claim arising prior to the date of entry of this Order against either the Debtor or AMERRA.

14. The failure of the Debtor or AMERRA to enforce any term or condition of any Assumed Contract shall not constitute a waiver of such term or condition or of the Debtor's or AMERRA's rights to enforce every term and condition of the Assigned Contracts.

Resolution of the Forbes' Objection

15. In resolution of the Forbes' Objection, Forbes shall make a payment of \$15,000 to the Debtor's estate within five (5) business days of entry of this Order (the "Settlement Payment") and the Forbes' Objection shall be deemed withdrawn.

16. In exchange for the Settlement Payment and the release of any and all claims against the estate (as set forth in paragraph 19 of this Order), the Forbes Contracts: (1) shall be rejected and deemed to be terminated in accordance with their own terms and the applicable provisions of the Bankruptcy Code and (2) may not be otherwise assumed by the Debtor or assigned to or enforced after the closing by AMERRA or any other party.

17. From and after the date of this Order, AMERRA shall have the ability to negotiate and contract with Forbes and shall not be subject to any restrictions under the Confidentiality Agreement by and between the Debtor and AMERRA, or otherwise.

18. The Debtor, on behalf of itself and the estate, its successors and assigns, including any subsequent trustee appointed in this case, shall fully release and forever discharge Forbes

from any and all claims that have been brought or heretofore could have been brought by the Debtor or the estate against Forbes.

19. Forbes, on behalf of itself, its successors and assigns, fully releases and forever discharges the Debtor and the estate, as well as the Debtor's past and present officers, directors, trustees, shareholders, agents, principals, attorneys, successors and assigns, and each of them separately and collectively (the "Transmar Parties"), from any and all claims that have been brought or heretofore could have been brought by Forbes against the Transmar Parties.

Miscellaneous Provisions

20. The consideration to be paid by AMERRA for the Purchased Assets under the APA is fair and reasonable and may not be avoided under 11 U.S.C. § 363(n).

21. This Order: (a) is and shall be effective as a determination that, upon the Closing, except as expressly provided in the APA, liens, claims and encumbrances existing as to the Purchased Assets prior to the date of entry of this Order have been unconditionally released, discharged and terminated in each case as to the Purchased Assets and (b) is and shall be binding upon and shall govern acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that AMERRA is the assignee of the Purchased Assets free and clear of liens, claims and encumbrances.

22. Except as otherwise provided in the APA, ~~or in~~ this Order, **or applicable law [JLG]** consummation of the transactions in the APA will not subject AMERRA to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind or nature whatsoever

by reason of assignment of the Assigned Contracts, including, without limitation, based on any theory of successor or transferee liability.

23. The APA and any related agreements, documents or other instruments may be modified, amended, or supplemented through a written document signed by the parties in accordance with the terms thereof without further order of the Court; provided, however, that the Agent for the Pre-Petition Lenders receives notice of any such modification, amendment or supplement, and that any such modification, amendment or supplement is neither material nor changes the economic substance of the transactions contemplated hereby.

24. AMERRA, as a purchaser in good faith, shall be entitled to the protections of 11 U.S.C. § 363(m).

25. The provisions of this Order are self-executing and each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

26. The Court shall retain exclusive jurisdiction: (a) to enforce and implement the terms and provisions of the APA and each of the agreements, documents and instruments executed therewith; (b) to resolve any disputes, controversies or claims arising out of or relating to the APA; and (c) to interpret, implement and enforce the provisions of this Order.

27. The terms of this Order and the APA shall be binding on and inure to the benefit of the Debtor, AMERRA and all other parties in interest, and any successors of the Debtor, AMERRA and the Debtor's creditors, including any trustee or examiner appointed in this or any subsequent proceeding.

28. The failure to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of that provision, it being the intent of the Court and the parties that the APA be authorized in its entirety.

29. Any conflict between the terms and provisions of this Order and the APA shall be resolved in favor of this Order.

30. Notwithstanding the possible applicability of Fed. R. Bankr. P. 6004(h), 6006(d), 7062 and 9014, the terms and conditions of this Order shall be effective immediately and enforceable upon its entry, and no automatic stay of execution shall apply to this Order. The Debtor and AMERRA are authorized to close immediately upon entry of this Order.

Dated: New York, New York
June 5, 2017

/s/ James L. Garrity, Jr.
Honorable James L. Garrity, Jr.
United States Bankruptcy Judge

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