

Exhibit B

**Proposed Order Confirming Amended Chapter 11 Plan
Of Reorganization For KIKO USA, Inc.**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|----------------------|---|---------------------------|
| In re: |) | |
| |) | Chapter 11 |
| KIKO USA, Inc., |) | Case No. 18-10069 (MFW) |
| Debtor. ¹ |) | Related to Docket No. 258 |
| |) | |

**ORDER CONFIRMING AMENDED CHAPTER 11
PLAN OF REORGANIZATION FOR KIKO USA, INC.**

This matter, having come before this Court upon the request of the above-captioned debtor and debtor-in-possession to confirm the *Amended Chapter 11 Plan of Reorganization for KIKO USA, Inc.*, dated May 9, 2018 [D.I. 258] (as modified, amended or supplemented, the “Plan”), a copy of which is attached hereto as **Exhibit “A”**² and this Court having found that (a) venue in the District of Delaware was proper as of the Petition Date pursuant to 28 U.S.C. §§ 1409 and 1409 and continues to be proper, (b) confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2), (c) this Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and (d) this Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed; and the Court having held a Confirmation Hearing on June 18, 2018; and the Court having found that due, adequate and sufficient notice of the Disclosure Statement, Plan, Confirmation Hearing, the Assumed Executory Contracts and Unexpired Leases Schedule and all deadlines for voting on or filing objections to the Plan or the Assumed Executory Contracts and

¹ The last four digits of the Debtor’s federal tax identification number are 0805. The principal place of business for the Debtor is 470 Park Avenue South, 15th Floor New York, NY, 10016.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

Unexpired Leases Schedule was provided in compliance with the Bankruptcy Code, the Bankruptcy Rules and the Solicitation Procedures Order, and that no other or further notice is or shall be required; and the Court having reviewed (i) the *Declaration of Voting Agent Regarding Solicitation and Tabulation of Votes in Connection with the Amended Chapter 11 Plan of Reorganization for KIKO USA, Inc.* [D.I. 332] (the “Voting Report”); (ii) the *Declaration of Mark Samson in Support of Confirmation of Amended Chapter 11 Plan of Reorganization for KIKO USA, Inc.* [D.I. 333] and (ii) the pleadings submitted in support of confirmation of the Plan, including the First and Second Plan Supplement [D.I. 303 and 319]; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

A. General Decrees and Implementation

1. The Debtor’s solicitation of acceptances or rejections of the Plan was in compliance with the Solicitation Procedures Order and all applicable requirements of Bankruptcy Code sections 1126(b)(1) and 1126(b)(2) and Bankruptcy Rules 3017 and 3018.

2. The Plan, in the form annexed hereto as **Exhibit “A,”** satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code and, accordingly, the Plan, and each of its provisions, as may be modified by this Confirmation Order, are hereby CONFIRMED in each and every respect pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, including all exhibits and supplements thereto, are incorporated by reference into, and are an integral part of, this Confirmation Order and shall be effective and binding as of the Effective Date of the Plan.

3. The Holders of Claims in Classes 1 and 2 and Interests in Class 4 are unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

4. The Holders of Claims in Class 3 are impaired under the Plan and have voted to accept the Plan in the numbers and amounts required by section 1126(b) of the Bankruptcy Code.

5. All objections to the confirmation of the Plan, to the extent not already withdrawn or otherwise resolved, shall be, and hereby are, overruled.

6. Except as otherwise provided in this Confirmation Order, all payments made or to be made by the Debtor for services or costs in connection with the Chapter 11 Case, including all administrative expense claims under sections 503 and 507 of the Bankruptcy Code, or in connection with the Plan and incident to the Chapter 11 Case, are hereby approved as reasonable.

B. Vesting of Assets; Continued Corporate Existence

7. All matters provided for under the Plan involving any corporate action to be taken by, or required of, the Debtor, shall be deemed to have occurred and shall be effective as provided in the Plan, and shall be authorized and approved in all respects without any requirement for further action by the equity holders or directors of the Debtor or Reorganized KIKO.

8. This Order constitutes all authority, if any, required by the General Corporation Law of the State of Delaware, as applicable, and any other applicable business corporation, trust and other laws, rules or regulations of the applicable governmental units with respect to the implementation and consummation of the Plan.

9. The Exit Funding Commitment Agreement included in the Plan Supplement is hereby approved, and the Debtor or Reorganized KIKO, as applicable, are authorized to consummate the Exit Funding Commitment Agreement.

C. Vesting of Assets; Continued Corporate Existence

10. Except to the extent provided otherwise in the Plan or other order of this Court, on the Effective Date, all property of the Debtor's Estate shall vest in Reorganized KIKO.

D. Institution and Maintenance of Legal and Other Proceedings

11. In accordance with section 1123(b)(3) of the Bankruptcy Code, and except as otherwise provided in an order of the Court, the Debtor or Reorganized KIKO, as applicable, shall retain all Litigation Claims, as set forth in Exhibit A to the Plan.

12. Pursuant to Article 7, Section 7.01 of the Plan, all Avoidance Actions shall be waived effective on the Effective Date.

13. Where the Reorganized KIKO is authorized to compromise and settle an action without further order of the Bankruptcy Court, Reorganized KIKO is authorized to execute all necessary documents to effectuate same, including releases and stipulations of settlement or release, without notice to any party and without further order of the Bankruptcy Court.

14. No Person may rely on the absence of a specific reference in the Plan or Disclosure Statement to any Litigation Claim against them as any indication that the Debtor or Reorganized KIKO, as applicable, will not pursue any and all available Litigation Claims against them. The Debtor and its Estate or Reorganized KIKO, as applicable, reserve all rights to prosecute any and all Litigation Claims against any Person, except as otherwise expressly provided in the Plan or other order of the Court. Unless a Litigation Claim against a Person is expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a

Final Order, such Litigation Claim shall be deemed to be retained by the Debtor or Reorganized KIKO, as applicable, for later adjudication and, therefore, no preclusion doctrine, including without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Litigation Claim upon or after the confirmation or consummation of the Plan.

E. No Transfer Taxes

15. Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of any securities issued, transferred or exchanged under, or the transfer of any other assets or property pursuant to or in connection with, the Plan, or the making or delivery of an instrument of transfer under, or in connection with, the Plan shall not be taxed under any law imposing a stamp tax, transfer tax or other similar tax.

F. Injunction, Exculpation and Release Provisions

16. The injunction, exculpation and release provisions set forth in Article 9 of the Plan are hereby approved. The injunction, exculpation and release provisions of the Plan: (i) are within the jurisdiction of the Bankruptcy Court under 28 U.S.C. §§ 157(b)(1), 157(b)(2), 1334(a), 1334(b) and 1334(d) and the *Amended Standing Order of Reference from the United States Bankruptcy Court for the District of Delaware* dated as of February 29, 2012; (ii) are an essential means of implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (iii) are integral elements of the settlements and transactions upon which the Plan is based; (iv) confer material benefits on, and are in the best interests of, the Debtor, the Estate, and its Creditors and Interest Holder; (v) are critical to the overall objectives of the Plan to finally resolve all Claims and Interests among or against the parties in interest in this Chapter 11 Case with respect to the Debtor; (vi) are consistent with sections 105, 1123 and 1129 of the

Bankruptcy Code and other applicable law; and (vii) are fair, equitable, reasonable and necessary to the Debtor's reorganization. Based upon the record of this Chapter 11 Case and the evidence proffered, adduced and/or presented at the Confirmation Hearing, the Bankruptcy Court finds that the injunction, exculpation and release provisions are consistent with the Bankruptcy Code and applicable law.

17. Injunction. Except as provided in the Plan or this Confirmation Order, as of the Confirmation Date, all entities that have held, currently hold, or may hold a Claim that is unclassified by the Plan or that is classified by **Error! Reference source not found.** of the Plan or that is subject to a distribution under the Plan, or an Equity Interest or other right of an equity holder, are permanently enjoined from taking any of the following actions on account of any such Claims or Equity Interests or rights: (i) commencing or continuing in any manner any action or other proceeding against any property to be distributed under the Plan; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any property to be distributed under the Plan; (iii) creating, perfecting or enforcing any Lien or encumbrance against any property to be distributed under the Plan; and (iv) commencing or continuing any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of the Plan or the Bankruptcy Code.

18. Notwithstanding the foregoing, nothing in the Plan or this Confirmation Order: (i) extinguishes, prohibits, or otherwise limits the right of any holder of a Claim to assert a right to setoff or recoupment arising in connection with that Claim as part of the resolution and treatment of that Claim under the Plan; (ii) extinguishes, prohibits, or otherwise limits the right of any Estate or Reorganized KIKO to assert and prevail on any Litigation Claim; (iii) enjoins or

otherwise precludes any party-in-interest from enforcing the terms of the Plan and the Confirmation Order.

19. Exculpation. Neither the Debtor, Reorganized KIKO, nor any of their respective members, officers, directors, trustees, employees, advisors, professionals, or agents shall have any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence. In all respects, the Debtor, Reorganized KIKO, and each of their respective members, officers, directors, trustees, employees, advisors, professionals, and agents are entitled to rely on the advice of counsel with respect to their duties and responsibilities under the Plan.

20. Release. Except as otherwise provided in the Plan or this Confirmation Order, as of the Effective Date, for good and valuable consideration, including providing financing to facilitate and implement the Plan, KIKO S.p.A., in any and all capacities, including as the DIP Lender, its affiliates, and the current and former officers, directors, principals, members, professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of KIKO S.p.A., in each case solely in their capacity as such are deemed released and discharged by the Debtor and its Estate from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity or otherwise that the Debtor or its Estate would have been legally entitled to assert in their own right or on behalf of the holder of any Claim or other Person, based on or relating to, or in any manner arising from, in whole or in part,

the Debtor, the Chapter 11 Case, the Plan or the Disclosure Statement, the negotiation, formulation or preparation of the debtor-in-possession financing, Plan, the Plan Supplement, or related agreements, instruments, or other documents in connection with the transactions contemplated under the Plan, the solicitation of votes with respect to the Plan, or any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided* that nothing in the Plan (including Section 9.05) or the Confirmation Order shall release (i) any obligations under the Plan or the Plan Supplement; or (ii) any acts constituting willful misconduct, gross negligence, intentional fraud or criminal conduct as determined by a Final Order.

G. Executory Contracts

21. Assumption/Rejection. Notwithstanding anything to the contrary set forth in the Plan, in accordance with section 1123(b)(2) of the Bankruptcy Code, this Order shall constitute an order under section 365 of the Bankruptcy Code, rejecting, as of and subject to the occurrence of the Effective Date, any pre-petition executory contract and unexpired lease to which the Debtor is a party, *unless* such contract or lease (i) was previously assumed, assumed and assigned, or rejected by the Debtor, (ii) previously shall have expired or terminated pursuant to its own terms before the Effective Date, (iii) is the subject of a pending motion to assume, assume and assign or reject on the Confirmation Date or (iv) is included in the Assumed Executory Contracts and Unexpired Leases Schedule as an executory contract or unexpired lease to be assumed, as of the Effective Date, pursuant to the terms of the Plan and this Confirmation Order. Any executory contract or unexpired lease set forth on the Assumed Executory Contracts and Unexpired Leases Schedule is hereby assumed pursuant to section 365 of the Bankruptcy Code as of the Effective Date.

22. Rejection Bar Date. With respect to executory contracts and unexpired leases that are deemed rejected as a result of the Plan and this Confirmation Order, the effective date of such rejection shall be deemed to be the Effective Date, and any Claim for rejection damages in connection with such rejection shall be filed no later than thirty (30) days after the Effective Date.

23. Cure Claims. The Cure Claims for the Debtor's counterparties to the executory contracts and unexpired leases set forth on the Assumed Executory Contracts and Unexpired Leases Schedule are hereby fixed, as of the Effective Date, at the amounts set forth in the Assumed Executory Contracts and Unexpired Leases Schedule.

24. The assumption of any executory contract or unexpired lease in accordance with this Confirmation Order, and the payment of the Cure Claims, if any, shall result in the full release and satisfaction of any claims or defaults arising under such executory contracts or unexpired leases at any time before the Effective Date. The Debtor's counterparties to the executory contracts and unexpired leases assumed pursuant to this Confirmation Order are forever barred from raising or asserting against the Debtor or its Estate or Reorganized KIKO any default or breach under, or any claim or pecuniary loss arising under or related to, the assumed executory contracts or unexpired leases that existed prior to the Effective Date.

H. Professional Fee Claim Bar Date

25. All final requests for payment of Professional Fee Claims must be filed no later than sixty (60) days after the Confirmation Date.

26. Objections, if any, to final fee applications filed by Professionals ("Final Fee Applications") must be filed and served on the Debtor or Reorganized KIKO (as applicable), its

counsel, the requesting Professional and the U.S. Trustee no later than forty-five (45) days from the date on which each such Final Fee Application is filed.

27. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court, the Allowed amounts of such Professional Fee Claims shall be determined by this Court and shall be paid as set forth in Article 2, Section 2.05 of the Plan.

I. Administrative Claim Bar Date

28. Unless otherwise provided in the Plan, all requests for payment of an Administrative Claim, *other than* Professional Fee Claims, must be filed with the Court and served on counsel for the Debtor or Reorganized KIKO, as applicable, no later than thirty (30) days from and after the Confirmation Date.

29. Unless the Debtor, Reorganized KIKO or any other party in interest objects to such Administrative Claim within forty-five (45) days from and after the Administrative Claims Bar Date or such later date as shall be extended by order of this Court, an Administrative Claim shall be deemed allowed in the amount requested. If the Debtor, Reorganized KIKO or any other party in interest does object to an Administrative Claim, the Allowed Amount of such Administrative Claim, if any, shall be determined by this Court or upon agreement by the Debtor or Reorganized KIKO and the claimant.

J. Retention of Jurisdiction

30. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, this Court shall retain jurisdiction in accordance with the Plan.

K. Miscellaneous

31. The modifications to the Plan referenced in the *Notice Of Filing Of (I) Non-Material Modifications To Proposed Plan And (II) Proposed Order Confirming Amended Chapter 11 Plan Of Reorganization For KIKO USA, Inc.* [D.I. __] and discussed on the record at the Confirmation Hearing are hereby approved as non-material. The Debtor was not required to further solicit the Plan with such modifications.

32. On and after the Confirmation Date, the Debtor shall be empowered and authorized to take or cause to be taken, prior to the Effective Date, all actions necessary to implement the provisions of the Plan.

33. On the Effective Date, or as soon as practicable thereafter, all fees payable through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid by the Debtor or the Reorganized KIKO, as applicable. The Debtor or Reorganized KIKO, as applicable, shall also pay all required quarterly fees to the U.S. Trustee until the Debtor's Chapter 11 Case is closed or converted and/or is subject to a Final Decree.

34. The Debtor or Reorganized KIKO, as applicable, shall file post-confirmation quarterly reports or any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing in conformance with the U.S. Trustee Guidelines. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees.

35. Except as otherwise expressly provided in the Plan or otherwise Allowed by Final Order of this Court, no interest, penalty or late charge arising after the Petition Date shall be Allowed on any Claim, including any Disputed Claim, or portion thereof, which becomes an Allowed Claim.

36. The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect and enforceability of such provision and each such provision shall have the same validity, binding effect and enforceability as every other provision of the Plan.

37. In the event of any inconsistency between the Plan and any other agreement, instrument or document intended to implement the provisions of the Plan, the provisions of the Plan shall govern unless otherwise expressly provided for in such agreements, instruments or documents. If there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be reasonably reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed to be a modification of the Plan and shall control and take precedence. This Order shall also supersede any orders of this Court issued prior to the Effective Date that may be inconsistent herewith.

38. The form of notice of Confirmation and occurrence of the Effective Date (the “Confirmation Notice”) annexed hereto as **Exhibit “B”** is hereby approved. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Debtor is hereby directed to serve the Confirmation Notice on all known creditors, equity holders and other parties in interest in the Chapter 11 Case within ten (10) days after the occurrence of the Effective Date.

39. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062) this Confirmation Order is effective immediately and not subject to any stay.

Dated: _____, 2018

Honorable Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT A

Plan

EXHIBIT B

Confirmation Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|----------------------|---|-------------------------|
| In re: |) | Chapter 11 |
| |) | |
| KIKO USA, Inc., |) | Case No. 18-10069 (MFW) |
| |) | |
| Debtor. ¹ |) | |
| |) | |

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE
AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR
KIKO USA, INC. AND (II) OCCURRENCE OF EFFECTIVE DATE**

TO ALL CREDITORS, INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that an order [Docket No. __] (the “Confirmation Order”) confirming the *Amended Chapter 11 Plan of Reorganization for KIKO USA, Inc.* (as may be modified, the “Plan”), was entered by the Honorable Mary F. Walrath, United States Bankruptcy Judge, and docketed by the Clerk of the United States Bankruptcy Court for the District of Delaware (the “Court”) on June [__], 2018. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Plan and the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order, the Plan, and the related documents, are available on the Court’s website at <http://www.deb.uscourts.gov>. To access the Court’s website, you will need a PACER password and login, which can be obtained at <http://www.pacer.psc.uscourts.gov>. Copies of the Confirmation Order, the Plan, and the related documents may also be obtained free of charge by visiting the following website: www.bmcgroup.com/kiko.

PLEASE TAKE FURTHER NOTICE that the Effective Date occurred on June [--], 2018.

PLEASE TAKE FURTHER NOTICE that, unless otherwise provided by the Plan, the Confirmation Order, any other applicable order of the Bankruptcy Court, or agreed to by the holder of an Allowed Administrative Claim and the Debtor, (a) all requests for payment of Administrative Claims other than Professional Claims must be filed and served on the Debtor no later than [--], 2018² (the “Administrative Claims Bar Date”) and (b) all requests for payment of Professional Fee Claims must be filed and served on the Debtor no later than [--], 2018³ or such other date established by an order of the Bankruptcy Court (the “Professional Fee Claim Bar Date”). Holders of Administrative Claims that do not timely file and serve requests for payment

¹ The last four digits of the Debtor’s federal tax identification number are 0805.

² NTD: Insert the date that is 30 days after date of confirmation order.

³ NTD: Insert the date that is 60 days after the date that the Confirmation Order is entered.

of Administrative Claims by the Administrative Claims Bar Date shall be forever barred from asserting such claims against the Debtor or Reorganized KIKO.

PLEASE TAKE FURTHER NOTICE that except to the extent that an executory contract or unexpired lease (i) was previously assumed by the Debtor, (ii) had previously expired or terminated pursuant to its own terms, (iii) was the subject of a motion to assume and assign on or before the Confirmation Date, or (iv) is included in the Assumed Executory Contracts and Unexpired Leases Schedule, such contract or lease is being rejected pursuant to Section 5.01(a) of the Plan. Any proofs of claim based upon the rejection of the Debtor's executory contracts or unexpired leases must be filed by the later of (i) the Bar Date, or (ii) thirty (30) calendars days after the Rejection Date⁴ (the "Rejection Damages Bar Date"). Claims arising from the rejection of an executory contract or unexpired lease that are not filed by the Rejection Damages Bar Date shall be discharged and forever barred.

PLEASE TAKE FURTHER NOTICE that any Person that desires to receive notices or other documents required to be served under the Plan after the Effective Date shall file a request, in accordance with Bankruptcy Rule 2002, that the Debtor or Reorganized KIKO add such Person to the post-confirmation service list to be maintained by the Debtor or Reorganized KIKO. Filing such a request is required even by Persons who filed a request for service in accordance with Bankruptcy Rule 2002 prior to the Effective Date. Entities not on the post-confirmation service list may not receive notices or other documents required to be served under the Plan after the Effective Date. Any Person that provides an e-mail address may be served by e-mail after the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding on the Debtor, Reorganized KIKO, any holder of a Claim against, or Interest in, the Debtor and such Holder's respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder or Entity voted to accept the Plan.

⁴ The "Rejection Date" is defined in the Plan as: (i) for any Rejection Claim arising from the Debtor's rejection of an executory contract or unexpired lease during the chapter 11 case, the date set pursuant to the corresponding order of the Bankruptcy Court, and (ii) for any Rejection Claim arising from the Debtor's rejection of an executory contract or unexpired lease under the Plan, the Effective Date of the Plan.

Dated: _____, 2018
Wilmington, Delaware

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