

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

In re:

FIC RESTAURANTS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-12807 (CSS)
)
) (Jointly Administered)
)
) Confirmation Objection Deadline: 12/10/2020 at 4:00 p.m. (ET)
) Combined Hearing: 12/17/2020 at 1:00 p.m. (ET)

**NOTICE OF (A) COMBINED HEARING TO
CONSIDER (I) ADEQUACY OF DISCLOSURE STATEMENT AND (II)
CONFIRMATION OF CHAPTER 11 PLAN; (B) PROCEDURES FOR OBJECTING
TO THE ADEQUACY OF THE DISCLOSURE STATEMENT AND CONFIRMATION
OF THE CHAPTER 11 PLAN; AND (C) COMMENCEMENT OF CHAPTER 11 CASES**

1. On November 1, 2020 (the “Petition Date”), FIC Restaurants, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

2. On November 2, 2020, the Debtors filed a proposed combined disclosure statement (the “Disclosure Statement”) and chapter 11 plan (the “Plan,” together with the Disclosure Statement, the “Combined DS and Plan”),² pursuant to sections 1125 and 1126 of the Bankruptcy Code. **The Debtors will not solicit votes in connection with confirmation of the Plan as all holders of allowed claims against, and interests in, the Debtors are unimpaired under the Plan and entitled to payment in full (except for the Secured Lenders, which have consented to the Plan).** Copies of the Combined DS and Plan may be obtained free of charge by visiting the website maintained by the Debtors’ noticing agent, Donlin, Recano & Company, Inc. (the “Noticing Agent”), at <https://www.donlinrecano.com/friendlys> (the “Case Website”).

¹ The Debtors in these chapter 11 cases, their jurisdictions of organization, and the last four digits of their U.S. taxpayer identification numbers are: (1) FIC Restaurants, Inc., a Massachusetts, corporation (1388) (“FIC”); (2) FIC Holdings, LLC, a Delaware limited liability company (0204) (“FIC Holdings”); (3) Neapolitan Group Holdings, LLC, a Delaware limited liability company (7922) (“Neapolitan”); (4) Friendly’s Restaurants, LLC, a Delaware limited liability company (0696) (“Friendly’s”); and (5) Friendly’s Franchising, LLC, a Delaware limited liability company (4364) (“Franchising”). The Debtors’ corporate headquarters is located at 1855 Boston Road, Suite 300, Wilbraham, MA 01095.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Combined DS and Plan.

3. On November 3, 2020, the Court held a hearing to consider certain “first day” relief requested by the Debtors.³

4. The Court has granted the following timetable in connection with the Combined Hearing:

Event	Proposed Date/Deadline
Petition Date	November 1, 2020
Publication Deadline	Within seven (7) business days of entry of this Order (or as soon as practicable thereafter)
Plan Supplement Filing Deadline	Seven (7) days prior to Confirmation Objection Deadline (December 3, 2020)
Confirmation Objection Deadline	December 10, 2020 at 4:00 p.m. (ET)
Deadline to file proposed Confirmation Order	Three (3) business days prior to the Combined Hearing (December 14, 2020)
Deadline to file brief in support of the adequacy of the Disclosure Statement and confirmation of the Plan, and respond to objections to the Combined DS and Plan	Three (3) business days prior to the Combined Hearing (December 14, 2020)
Combined Hearing	December 17, 2020 at 1:00 p.m. (ET)

I. Hearing to Consider Approval of the Combined DS and Plan, and Deadline to Object to the Combined DS and Plan

5. **Combined Hearing.** A combined hearing to consider compliance with the Bankruptcy Code’s disclosure requirements and confirmation of the Plan, and any objections to any of the foregoing, and any other matter that may properly come before the Court, will be held before the Honorable Christopher S. Sontchi, Chief United States Bankruptcy Judge, in Courtroom No. 6 of the United States Bankruptcy Court, 824 North Market Street, 5th Floor, Wilmington, Delaware 19801, on **December 17, 2020 at 1:00 p.m. (ET)** or as soon thereafter as counsel may be heard (the “Combined Hearing”). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Combined Hearing and will be available on the electronic case filing docket and Case Website at <https://www.donlinrecano.com/friendlys>.

6. **Confirmation Objection Deadline.** Any responses or objections to the Combined DS and Plan, including any objections to the releases, exculpation, and injunctions under the Combined DS and Plan (as summarized below), must (i) be in writing; (ii) conform to the applicable Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the

³ Additional information regarding the First Day Hearing, including the relief sought and granted at such hearing, may be obtained by visiting the Case Website.

“Local Rules”); (iii) set forth the name of the objecting party, the amount and nature of such party’s claim or interest, the basis for the objection, and the specific grounds thereof; and (iv) be filed with the Court, together with proof of service, **no later than the Confirmation Objection Deadline at 4:00 p.m. (ET) on December 10, 2020.** In addition to being filed with the Court, any responses or objections must be served on the following parties (the “Notice Parties”) so as to be received by such deadline:

- a. the Debtors, FIC Restaurants, Inc., 1855 Boston Road, Suite 300, Wilbraham, MA 01095, Attn: Todd Schwendenmann (Todd.Schwendenmann@ficrg.com);
- b. proposed counsel to the Debtors, Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew P. Ward (matthew.ward@wbd-us.com);
- c. counsel to Sun Ice Cream Finance II, LP, as senior secured lender and Plan Sponsor, and Sun Ice Cream Finance, LP, as secured lender, Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178-0060, Attn: Craig A. Wolfe (craig.wolfe@morganlewis.com);
- d. counsel to Amici Partners Group, LLC, as proposed purchaser, Winstead PC, 2728 N. Harwood Street, Suite 500, Dallas, TX 75201, Attn: Rakhee Patel (rpatel@winstead.com);
- e. counsel to any statutory committee appointed in these cases; and
- f. Office of the United States Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801, Attn: Linda Casey (Linda.Casey@usdoj.gov).

IF ANY OBJECTION TO ADEQUACY OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE ADEQUACY OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE COMBINED HEARING.

II. Summary of the Plan⁴

7. The following table summarizes, (i) the treatment of Claims and Interests under the Plan, (ii) which Classes are Unimpaired by the Plan, (iii) which Classes are entitled to vote on the Plan; and (iv) recoveries for Holders of Claims and Interests in each Class. The table is qualified in its entirety by reference to the full text of the Combined DS and Plan.

⁴ The statements contained herein are summaries of the provisions contained in the Combined DS and Plan and do not purport to be precise or complete statements of all the terms and provisions of the Combined DS and Plan or documents referred to therein. For a more detailed description, please refer to the Combined DS and Plan (which is available on the Case Website). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Combined DS and Plan.

Class/ Designation	Plan Treatment	Status	Estimated Recovery
Class 1: Other Priority Claims	Each Holder of an Allowed Class 1 Other Priority Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Class 1 Claim: (A) Cash equal to the amount of such Allowed Other Priority Claim to be paid from the Debtors' Cash; or (B) such other, less favorable treatment which the Debtors and the Holder of such Allowed Other Priority Claim have agreed upon in writing.	Unimpaired /Deemed to accept Plan/Not Entitled to Vote	100%
Class 2A: Senior 2019 Credit Facility Secured Claims	As part of the comprehensive settlements and substantial contributions under the Plan, the Holder of the Allowed Senior 2019 Credit Facility Secured Claim shall, after the Effective Date of the Plan, (i) fund all binding commitments as Plan Sponsor to the Plan pursuant to availability under the Senior 2019 Credit Facility, and then waive, release and discharge such Claim and all Liens on the Debtors' assets pursuant to the Senior 2019 Credit Facility; and (ii) except as otherwise provided in the Plan, forgo any and all distributions under the Plan on account of such Claim. Notwithstanding anything to the contrary herein, in the event all Allowed (i) Claims in Classes 1, 3; and 4; and (ii) Administrative Claims and Priority Tax Claims, have in each case been satisfied in full under the Plan, and all other obligations under the Plan (including Statutory Fees) have been satisfied, any remaining funds and/or other assets, including without limitation all Causes of Action (including those identified on the Schedule of Retained Causes of Action), held by the Debtors or Reorganized Debtors shall vest in and be transferred to the Plan Sponsor.	Consents to the Plan	N/A
Class 2B: 2018 Credit Facility Secured Claims	As part of the comprehensive settlements and substantial contributions under the Plan, the Holder of the Allowed 2018 Credit Facility Secured Claim shall, after the Effective Date of the Plan, (i) waive, release and discharge such Claim and all Liens on the Debtors' assets pursuant to the 2018 Credit Facility; and (ii) forgo any and all distributions under the Plan on account of such Claim.	Consents to the Plan	N/A
Class 2C: 2011 Credit Facility Secured Claims	As part of the comprehensive settlements and substantial contributions under the Plan, the Holder of the Allowed 2011 Credit Facility Secured Claim shall, on the Effective Date of the Plan, (i) waive, release and discharge such Claim and all Liens on the Debtors' assets pursuant to the 2011 Credit Facility; and (ii) forgo any and all distributions under the Plan on account of such Claim.	Consents to the Plan	N/A
Class 3: Other Secured Claims	Each Holder of an Allowed Class 3 Other Secured Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Class 3 Claim: (A) return of the collateral securing such Allowed Other Secured Claim; or (B) Cash equal to the amount of such Allowed Other Secured Claim to be paid from the	Unimpaired /Deemed to accept Plan/Not entitled to Vote	100%

Class/ Designation	Plan Treatment	Status	Estimated Recovery
	Debtors' Cash; or (C) such other, less favorable treatment which the Debtors, the Plan Sponsor, and the Holder of such Allowed Other Secured Claim have agreed upon in writing.		
Class 4: General Unsecured Claims	<p>Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall, in exchange for full and final satisfaction, settlement, release, and discharge of such Claim, receive at the sole option of the Debtors and the Plan Sponsor either:</p> <p>A. Payment in Cash in the full amount of its Allowed General Unsecured Claim; or</p> <p>B. Such other treatment as would render such Claim otherwise Unimpaired pursuant to section 1124 of the Bankruptcy Code.</p>	Unimpaired /Deemed to accept Plan/Not entitled to Vote	100%
Class 5: Interests	All Holders of Interests shall retain their Interests.	Unimpaired /Deemed to accept Plan/Not entitled to Vote	100%

8. **Plan Supplement.** The Debtors will file the Plan Supplement (as defined in the Plan) on or before December 3, 2020, and will serve notice on parties in interest, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

III. NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT ARTICLE XIII OF THE COMBINED DS AND PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DS AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE XIII OF THE COMBINED DS AND PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED. **ALL RESPONSES OR OBJECTIONS TO THE RELEASE, EXCULPATION AND INJUNCTION OF THE COMBINED DS AND PLAN MUST BE FILED AND SERVED ON THE NOTICE PARTIES ON OR BEFORE THE CONFIRMATION OBJECTION DEADLINE SET FORTH ABOVE.**

9. The Third Party Release

Article 13.2 of the Combined DS and Plan contains the following provision:

On and after the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable

law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising in law, equity, contract, tort, or otherwise, including any derivative claims asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates or Affiliates, as applicable, that such Person would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors and/or their Affiliates, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim against or Interest in the Debtors that is treated in the Plan, any and all transactions, business or contractual arrangements between any Debtor and any Released Party, including without limitation all management agreements, loan documentation, or lease agreements between any Debtor and any Released Party, the Credit Agreements, the Letters of Credit, the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the Plan, the Plan Supplement, the Plan Documents, the Purchase Agreement, any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Plan Documents, the Credit Agreements, the Letters of Credit, or the Purchase Agreement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, or the administration and implementation of the Plan, including providing any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion, the issuance or distribution, if any, of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations of any Person arising after the Effective Date under the Plan, the Confirmation Order, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article 13.2, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article 13.2 is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of such Causes of Action; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) a sound exercise of the Debtors' business judgment; and (7) a bar to any of the Releasing Parties or the Debtors or

Reorganized Debtors or their respective Estates asserting any Cause of Action related thereto, of any kind, against any of the Released Parties or their property.

Under the Plan, “*Released Parties*” means each of the following: (a) the Debtors and their Estates, (b) the Reorganized Debtors, (c) the Plan Sponsor, (d) Sun Capital, (e) the Purchaser, and (f) with respect any Person in clauses (a) through (e), such Person’s current and former affiliates, parents, equity holders (regardless of whether such equity interests are held directly or indirectly), shareholders, stockholders, subsidiaries, coinvestors, partners, limited partners, general partners, and each of their respective officers, directors, members, managers, management companies, managed accounts or funds, principals, successors, assigns, predecessors, participants, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, fund advisors, insurers and other professionals, each in their capacity as such.

Under the Plan, “*Releasing Parties*” means, collectively, each of the following in their respective capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) the Purchaser; (d) each Holder of Claims or Interests that is Unimpaired and presumed to accept the Plan; and (e) with respect any Person in clauses (a) through (d), such Person’s current and former affiliates, parents, equity holders (regardless of whether such equity interests are held directly or indirectly), shareholders, stockholders, subsidiaries, coinvestors, partners, limited partners, general partners, and each of their respective officers, directors, members, managers, management companies, managed accounts or funds, principals, successors, assigns, predecessors, participants, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, fund advisors, insurers and other professionals, each in their capacity as such.; provided, however, that notwithstanding anything to the contrary herein, Sun Capital shall not be deemed a Releasing Party under the Plan other than each of the Debtors and each of the Reorganized Debtors.

AS A “RELEASING PARTY” UNDER THE COMBINED DS AND PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE 13.2 OF THE COMBINED DS AND PLAN, AS SET FORTH ABOVE. YOU MAY OBJECT TO THE RELEASES CONTAINED IN ARTICLE 13.2 OF THE COMBINED DS AND PLAN ONLY IF YOU FILE (AND SERVE ON THE NOTICE PARTIES) AN OBJECTION TO THE COMBINED DS AND PLAN ON OR BEFORE THE CONFIRMATION OBJECTION DEADLINE AS SET FORTH ABOVE.

10. Exculpation

Article 13.3 of the Combined DS and Plan contains the following provision:

Notwithstanding anything herein to the contrary, and upon entry of the Confirmation Order, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any Claim or Interest related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement,

the Plan, the Plan Supplement, the Plan Documents, the Purchase Agreement, or any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Plan Documents, the Purchase Agreement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, or the administration and implementation of the Plan, including providing any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion, the issuance or distribution, if any, of Securities pursuant to the Plan or the distribution of property under the Plan or any other agreement (whether or not such issuance or distribution occurs following the Effective Date), negotiations regarding or concerning any of the foregoing, or the administration of the Plan or property to be distributed hereunder, except for Causes of Action related to any act or omission that is determined by Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing such distributions made pursuant to the Plan.

Under the Plan, “*Exculpated Party*” means each of the following: (a) the Debtors and their Estates, (b) the Reorganized Debtors, (c) the Plan Sponsor, (d) Sun Capital, (e) the Purchaser, and (f) with respect any Person in clauses (a) through (e), such Person’s current and former affiliates, parents, equity holders (regardless of whether such equity interests are held directly or indirectly), shareholders, stockholders, subsidiaries, coinvestors, partners, limited partners, general partners, and each of their respective officers, directors, members, managers, management companies, managed accounts or funds, principals, successors, assigns, predecessors, participants, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, fund advisors, insurers and other professionals, each in their capacity as such.

11. Injunction

Article 13.4 of the Combined DS and Plan contains the following provision:

Except as otherwise expressly provided in the Plan, the Confirmation Order, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Persons who have held, hold, or may hold Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or

Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Persons on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any Lien, Claim, or encumbrance of any kind against such Persons or the property or the estates of such Persons on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Persons or against the property of such Persons on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action, unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding any indication in any Proof of Claim or Proof of Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind against such Persons on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released, settled, or compromised pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former affiliates, parents, equity holders (regardless of whether such equity interests are held directly or indirectly), shareholders, stockholders, subsidiaries, coinvestors, partners, limited partners, general partners, and each of their respective officers, directors, members, managers, management companies, managed accounts or funds, principals, successors, assigns, predecessors, participants, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, fund advisors, insurers and other professionals, each in their capacity as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article 13.4.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party from enforcing their rights under the Plan or under any document, instrument or agreement (including those included in the Plan Supplement) executed to implement the Plan, including by bringing an action to enforce the terms of the Plan or such document, instrument or agreement (including those included in the Plan Supplement) executed to implement the Plan.

Dated: November 4, 2020
Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

/s/ Ericka F. Johnson

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