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*Counsel to the Plan Administrator*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
	)	
RUNWAY LIQUIDATION HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 17-10466 (SCC)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF PRESENTMENT OF STIPULATION AND AGREED ORDER  
RESOLVING (A) THE PLAN ADMINISTRATOR’S ELEVENTH OMNIBUS (NON-  
SUBSTANTIVE) OBJECTION TO CERTAIN CLAIMS TO BE RECLASSIFIED  
AND MODIFIED IN AMOUNT AS IT RELATES TO CISCO SYSTEMS  
CAPITAL CORPORATION PROOF OF CLAIM NO. 537 AND (B)  
REQUEST FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE  
EXPENSE CLAIM OF CISCO SYSTEMS CAPITAL CORPORATION**

PLEASE TAKE NOTICE that on April 2, 2018, David MacGreevey, in his capacity as plan administrator (the “Plan Administrator”), filed the annexed *Stipulation and Agreed Order Resolving (A) The Plan Administrator’s Eleventh Omnibus (Non-Substantive) Objection to Certain Claims To Be Reclassified and Modified In Amount As It Relates To Cisco Systems Capital Corporation Proof of Claim No. 537 and (B) Request For Allowance and*

<sup>1</sup> The Post-Effective Date Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Runway Liquidation Holdings, LLC (6857); Runway Liquidation, LLC (5942); Runway Liquidation Intermediate Holdings, LLC (3673); MR Liquidation, LLC (9200); and MMH Liquidation, LLC (3854).

*Payment of Administrative Expense Claim Of Cisco Systems Capital Corporation* (the “Stipulated Order”).<sup>2</sup>

**PLEASE TAKE NOTICE** that the parties to the Stipulated Order hereby provide notice of presentment of the Stipulated Order, which is annexed hereto, as set forth below.

**PLEASE TAKE FURTHER NOTICE THAT the Plan Administrator, by and through undersigned counsel, will present the annexed Stipulated Order, agreed to between the Plan Administrator and Cisco Systems Capital Corporation, to the Honorable Shelley C. Chapman, United States Bankruptcy Judge, at the United States Bankruptcy Court of the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004, on April 10, 2018 at 12:00 pm (prevailing Eastern Time).**

**PLEASE TAKE FURTHER NOTICE** that any responses or objections (each, an “Objection”) to the Stipulated Order shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the *Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief* [Docket No. 90] (the “Case Management Order”), shall set forth the basis for the Objection and the specific grounds therefor, and shall be filed with the Court electronically in accordance with General Order M-399 by registered users of the Court’s case filing system (the User’s Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website for the Court), with a hard copy delivered directly to chambers pursuant to Local Rule 9070-1 and served so as to be actually received no later than **April 9, 2018 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”).

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stipulated Order.

**PLEASE TAKE FURTHER NOTICE** that if an Objection is not filed and served by the Objection Deadline in accordance with the preceding paragraph, there will not be a hearing and the Stipulated Order may be signed.

**PLEASE TAKE FURTHER NOTICE** that if an Objection is timely filed and served, the Court will notify the moving and objecting parties of the date and time of the hearing and of the moving party's obligation to notify all other parties entitled to receive notice. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: April 2, 2018

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Maria A. Bove

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RUNWAY LIQUIDATION HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 17-10466 (SCC)
	)	
Debtors.	)	(Jointly Administered)
	)	

**STIPULATION AND AGREED ORDER RESOLVING (A) THE PLAN ADMINISTRATOR'S ELEVENTH OMNIBUS (NON-SUBSTANTIVE) OBJECTION TO CERTAIN CLAIMS TO BE RECLASSIFIED AND MODIFIED IN AMOUNT AS IT RELATES TO CISCO SYSTEMS CAPITAL CORPORATION PROOF OF CLAIM NO. 537 AND (B) REQUEST FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM OF CISCO SYSTEMS CAPITAL CORPORATION**

This stipulation (the “Stipulation”) is made between David MacGreevey, in his capacity as plan administrator (the “Plan Administrator”) acting on behalf of Runway Liquidation Holdings, LLC, and its affiliated post-effective date debtors (collectively, the “Post-Effective Date Debtors”) and before the Effective Date of the Plan, the “Debtors”), and Cisco Systems Capital Corporation (“Cisco Capital,” and together with the Plan Administrator, collectively, the “Parties”).

**RECITALS**

**WHEREAS**, on February 28, 2017 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

**WHEREAS**, on July 26, 2017, the Court entered its *Findings of Fact, Conclusions of Law, and Order Confirming the Amended Joint Plan of Reorganization of BCBG Max Azria Global*

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<sup>1</sup>The Post-Effective Date Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Runway Liquidation Holdings, LLC (6857); Runway Liquidation, LLC (5942); Runway Liquidation Intermediate Holdings, LLC (3673); MR Liquidation, LLC (9200); and MMH Liquidation, LLC (3854).

*Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 591] confirming the chapter 11 plan annexed thereto (the “Plan”).

**WHEREAS**, on July 31, 2017, the Effective Date of the Plan occurred. *See Notice of (I) Entry of Order Confirming the Amended Joint Plan of Reorganization of BCBG Max Azria Global Holdings, LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code and (II) Occurrence of Effective Date* [Docket No. 601]. Pursuant to the Plan, the Plan Administrator was appointed on the Effective Date “to implement the Plan and to make distributions thereunder and wind down the businesses and affairs of the Debtors and Post-Effective Date Debtors.” Plan at Article IV.E. This includes the authority “to File, withdraw, or litigate to judgment objections to Claims or Interests.” *Id.* at Article VII.B.

**WHEREAS**, on September 28, 2017, the Court entered the Objection Procedures Order.

**WHEREAS**, on May 22, 2017, Cisco Capital filed a proof of claim asserting a secured pre-petition amount of \$17,578.63, and an administrative post-petition amount of \$18,202.21, for a total asserted claim of \$35,580.84, identified as claim number 537 on the Claims Register (“Claim 537”).

**WHEREAS**, on August 30, 2017, Cisco Capital filed a *Request for Allowance and Payment of Administrative Expense Claim of Cisco Systems Capital Corporation* identified as claim number 60006 on the Claims Register (the “Administrative Expense Request”), asserting an administrative expense in the amount of \$11,702.21.

**WHEREAS**, on February 27, 2018, the Plan Administrator filed the *Plan Administrators Eleventh Omnibus (Non-Substantive) Objection to Certain Claims to be Reclassified and Modified in Amount* [Docket No. 846] (the “Objection”). The Plan Administrator objected to Claim 537 seeking to reclassify and reduce the asserted secured amount of \$35,580.84 to a general unsecured

claim in the amount of \$11,860.28, and to reduce the asserted administrative amount from \$20,102.21 to the amount of \$11,490.42 for a total claim of \$23,250.70.

**WHEREAS**, the Plan Administrator and Cisco Capital have agreed to resolve the Administrative Expense Request and the Objection on the terms and conditions set for in this Stipulation.

### **STIPULATION**

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby agree and stipulation as follows:

1. The foregoing recitals are hereby fully incorporated into and made an express part of this Stipulation and Order.

2. This Stipulation and Agreed Order is made expressly contingent upon approval of, and entry by, the Bankruptcy Court and, should the Stipulation and Agreed Order not be approved and entered, the Parties will be deemed to have returned to their respective positions immediately prior to the execution of this Stipulation with all rights and privileges reserved.

3. The Parties agree that Claim 537 shall be allowed as an administrative claim in the amount of \$11,490.42 and a general unsecured claim in the amount of \$17,578.63, for a total of \$29,069.05.

4. Within five days of entry of the Agreed Order, counsel for Cisco Capital shall filed a withdrawal of the Administrative Expense Request with prejudice. If, for some reason, such pleading is not filed, the Administrative Expense Request shall be deemed withdrawn with prejudice, without further action by the Parties.

5. This Stipulation and Agreed Order shall be binding upon, and shall inure to the benefit of each of, the Plan Administrator, Cisco Capital, and each of their respective agents,

employees, representatives, assigns, successors in interest, and attorneys, and shall be binding and effective despite any conversion of any of these bankruptcy cases to a case under any other chapter of the Bankruptcy Code.

6. Cisco Capital represents that it has not transferred any claim (or any portion thereof) that is the subject of this Stipulation and Agreed Order.

7. Each of the Parties shall be responsible for its respective costs and expenses (including, without limitation, attorneys' fees, and expenses) incurred by it in negotiating, drafting, and executing this Stipulation and Agreed Order and shall not be responsible for the payment of any such fees or expenses incurred by any other party hereto.

8. This Stipulation and Agreed Order constitutes the entire agreement between the Parties and may not be amended or modified in any manner except by a writing signed by both of the Parties or their counsel and approved by the Bankruptcy Court.

9. This Stipulation and Agreed Order shall be governed by and construed in accordance with the laws of the State of New York without regard to any law concerning the conflicts of laws.

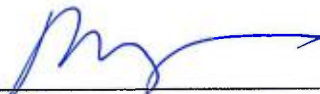
10. Each Party and signatory to this Stipulation and Agreed Order represents and warrants to each other Party that such Party or signatory has full power, authority, and legal right and has obtained all approvals and consents necessary to execute, deliver, and perform all actions required under this Stipulation and Agreed Order and, where applicable, has obtained all authority, approvals, and consents necessary to act on behalf of another Party to execute, deliver, and perform all actions required under this Stipulation and Agreed Order.

11. The Bankruptcy Court shall retain exclusive jurisdiction to hear and finally determine all disputes arising from or related to this Stipulation and Agreed Order, including the

performance of the Parties' obligations hereunder and the interpretation of this Stipulation and Agreed Order. The Parties each consent to the Bankruptcy Court hearing and finally determining all such disputes. Further, the Parties each agree to waive trial by jury in an action, proceeding, or counterclaim brought by or on behalf of the Parties hereto with respect to any such dispute.

Dated: New York, New York  
March 29, 2018

PACHULSKI STANG ZIEHL & JONES LLP

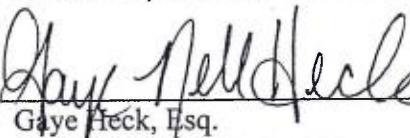


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*Counsel to the Plan Administrator*

Dated: Menlo Park, California  
March 28, 2018

BIALSON, BERGEN & SCHWAB



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*Counsel to Cisco Systems Capital Corporation*

**SO ORDERED:**

\_\_\_\_\_, 2018

\_\_\_\_\_  
HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE