Docket #1115 Date Filed: 03/12/2019

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
TOISA LIMITED, *et al.*,	:	Case No. 17-10184 (SCC)
Debtors.[1]	:	(Jointly Administered)

DECLARATION OF JONATHAN MITCHELL IN SUPPORT OF CONFIRMATION OF THIRD AMENDED JOINT PLAN OF LIQUIDATION FOR TOISA LIMITED AND CERTAIN OF ITS AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Pursuant to 28 U.S.C. § 1746, I, Jonathan Mitchell, hereby declare as follows:

1. I am a managing director of AlixPartners, LLP ("AlixPartners") and the joint head of the AlixPartners Global TRS Practice.[2] Since January 29, 2018, I have been acting as the Chief Restructuring Officer for Toisa Limited ("Toisa") and certain of its affiliates, as debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors").

2. I was a Managing Partner of Zolfo Cooper prior to its acquisition by AlixPartners in September of 2018. I have more than 30 years of management experience across a wide range of industries such as energy, shipping, infrastructure,

[1] The Debtors in these chapter 11 cases are as follows: Trade Prosperity, Inc.; Toisa Limited; United Courage, Inc.; Trade Vision, Inc.; United Journey, Inc.; United Kalavryta, Inc.; Trade Sky, Inc.; Trade Industrial Development Corporation; United Honor, Inc.; Trade Will, Inc.; United Leadership Inc.; United Seas, Inc.; United Dynamic, Inc.; United Emblem, Inc.; United Ideal Inc.; Trade Unity, Inc.; Trade Quest, Inc.; Trade Spirit, Inc.; Trade Resource, Inc.; United Ambassador, Inc.; Edgewater Offshore Shipping, Ltd.; United Banner, Inc.; Toisa Horizon, Inc.; and Trade and Transport Inc.

[2] Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan (as defined below).

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manufacturing, and distribution. My expertise is in the areas of acquisitions, debt financing and restructurings, divestitures, and successful bankruptcy reorganizations.

3. I submit this declaration in support of confirmation of the *Third Amended Joint Plan of Liquidation for Toisa Limited and Certain of its Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated March 12, 2019 (as may be amended, modified, or supplemented from time to time, the "Plan").[3] I have reviewed, and I am generally familiar with the terms and provisions of the Plan, the Disclosure Statement, and the requirements for confirmation of the Plan under section 1129 of the Bankruptcy Code.

4. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, discussion with members of the Debtors' former management team and the Debtors' other advisors, review by me or those who report to me of relevant documents, information provided to me by employees of the Debtors, or my opinion based on my experience and familiarity with the Debtors' assets, business, operations, and financial conditions. If called upon to testify, I can and will testify competently as to the facts and opinions set forth herein.

The Plan Satisfies Section 1129 of the Bankruptcy Code

5. Based on my understanding of the Plan, the events that have occurred prior to and during the Debtors' Chapter 11 Cases, and discussions I have had with the Debtors' legal advisors regarding the requirements set forth in the Bankruptcy Code, I believe that the Plan satisfies all of the applicable requirements of section 1129 of the Bankruptcy Code.

6. Section 1129(a)(1). I understand based on discussions with the Debtors' legal advisors that the Plan satisfies section 1129(a)(1) of the Bankruptcy Code

[3] The Plan is being filed concurrently with this Declaration.

because it complies with sections 1122 and 1123 of the Bankruptcy Code. In that regard, I understand that the Plan designates the classification of Claims and Interests in accordance with section 1122 of the Bankruptcy Code. I also understand that the Plan provides for the separate classification of Claims against and Interests in the Debtors based upon the differences in legal nature and/or priority of such Claims and Interests. I further believe that the Plan satisfies each requirement set forth in section 1123(a) of the Bankruptcy Code regarding the required contents of a chapter 11 plan.

7. I believe that valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Interests. I also understand that all Claims and Interests within each Class have the same or substantially similar rights as the other Claims and Interests in that Class and will receive the same treatment under the Plan for their respective Claims and Interests in the same Class.

8. Section 3 of the Plan identifies that there are Classes of Claims that are not Impaired by the Plan, as required under section 1123(a)(2) of the Bankruptcy Code, and specifies the treatment of Impaired Classes of Claims and Interests as required by section 1123(a)(3) of the Bankruptcy Code. The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

9. It is my understanding, based on my discussions with the Debtors' legal advisors, that Section 5 of the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code by setting forth the means for implementation of the Plan. Section 5 of the Plan provides for the appointment of a Plan Administrator

for the Debtors for the purpose of, among other things, administering claims and any remaining assets, making distributions, and winding down the Debtors' estates. As to be set forth in the Plan Supplement, I will be appointed as the Plan Administrator.

10. It is my understanding, based on my discussions with the Debtors' legal advisors, that the Plan is a liquidating plan and does not provide for the issuance of equity or other securities by the Debtors, and that, accordingly, the requirements of section 1123(a)(6) of the Bankruptcy Code do not apply to the Plan.

11. As contemplated by section 1123(b)(1) of the Bankruptcy Code, Section 3 of the Plan describes the treatment for Unimpaired Classes of Claims and Impaired Classes of Claims and Interests.

12. With respect to section 1123(b)(2) of the Bankruptcy Code, except as otherwise provided in the Plan, Section 8.1 of the Plan provides for the rejection of the Debtors' Executory Contracts and Unexpired Leases (a) not previously assumed or assigned by order of the Bankruptcy Court, (b) not subject to a motion to assume or assign filed on or before the Effective Date, (c) not identified as an Executory Contract or Unexpired Lease to be assumed or assigned pursuant to the Plan Supplement, or (d) that have expired or terminated pursuant to their terms. Pursuant to Section 8.1 of the Plan, the Plan Supplement includes a schedule of Executory Contracts and Unexpired Leases to be assumed or assigned.

13. As I understand is permitted by section 1123(b)(3) of the Bankruptcy Code based on discussions with the Debtors' legal advisors, as described in further detail below, Section 10.4(a) of the Plan provides for a release of Claims and Causes of Action owned by the Debtors and Section 5.6 of the Plan preserves for the Debtors all Causes of Action, except as otherwise provided in the Plan.

14. As I understand is permitted by section 1123(b)(5) of the Bankruptcy Code based on discussions with the Debtors' legal advisors, Article III of the Plan modifies the rights of certain Holders of Claims and Interests.

15. As I understand is permitted by section 1123(b)(6) of the Bankruptcy Code, Article X of the Plan contains certain release and exculpation provisions that are consistent with applicable provisions of the Bankruptcy Code and relevant case law.

16. I strongly believe that the release, exculpation, and injunction provisions embodied in the Plan are fair and appropriate, given for valuable consideration, and in the best interests of the Debtors and all parties in interest. Section 10.4(a) of the Plan only releases Claims or Causes of Action owned by the Debtors (the "Debtors' Release") and does not release Claims or Causes of Action owned by third parties. I am certain that the Debtors' Release constitutes a sound exercise of the Debtors' business judgment and meets the applicable legal standard that the Debtors' Release is fair, reasonable, and in the best interests of the Debtors.

17. During the course of negotiations regarding the Plan, it was clear that the Debtors' Release would be necessary to the Plan. In exchange for such releases, the Debtors were able to obtain under the Plan an allocation of Claim amounts and assets for distribution between the Secured Lenders and other creditors, including the formation and funding of the General Unsecured Claims Distribution Reserve. Had the Debtors' Release not been provided, it would have significantly diminished (and potentially eliminated) the Debtors' chances of securing the valuable consideration provided by the Plan to general unsecured creditors. As additional consideration for the Debtors' Release, the Debtors and their estates will receive releases from certain potential Claims and Causes of Action of the Released Parties and the Management

Company Released Parties. Accordingly, I believe that the Debtors' Release is justified, in the best interests of creditors, and should be approved.

18. In addition to the Debtors' Release, Section 10.4(b) of the Plan contains releases by certain non-debtor Holders of Claims and Interests (collectively, the "Releasing Parties") against the Debtors, Post-Effective Toisa, the Estates, the Released Parties, and the Management Company Released Parties for liability relating to, among other things, the Debtors, the Plan, or these Chapter 11 Cases (collectively, the "Third Party Releases"). The Releasing Parties are: (a) each Holder of a Claim or Interest that is Unimpaired under the Plan, (b) each Holder of a Claim or Interest that votes to accept the Plan, (c) each Holder of a Claim or Interest whose vote to accept or reject the Plan is solicited but that does not vote to accept or reject the Plan, (d) each Holder of a Claim or Interest that is deemed to reject or votes to reject the Plan but does not opt out of granting the releases set forth in the Plan, and (e) the Creditors' Committee, and their respective affiliated parties.

19. I understand that the Third Party Release is consensual. The Releasing Parties are comprised of creditors and equity holders that either accept the Plan or failed to opt out of the Third Party Release. Moreover, the Released Parties have made substantial contributions to the success of these Chapter 11 Cases, including consenting to the use of cash collateral and agreeing to the compromises embodied in, and the transactions contemplated by, the Plan and the establishment of the General Unsecured Claims Distribution Reserve. The Released Parties were critical to achieving the broad support that the Plan has among all of the Debtors' stakeholders. The Third Party Release is integral to the Plan and a condition of the settlement embodied in the Plan because the Third Party Release (i) facilitated participation in development of, and consent to, the Plan by the Secured Lenders and (ii) is an essential component of the

implementation of the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code. The Third Party Release was a critical negotiation point in developing the Plan supported by the Secured Lenders and was a material inducement for the Secured Lenders to make substantial contributions to the Plan, including consenting to the use of cash collateral and consenting to the transactions contemplated by, and the Global Settlement embodied in, the Plan. Finally, the Third Party Release was given for fair, sufficient and adequate consideration. Accordingly, the Third Party Release is an integral and important part of the Plan, is appropriate and should be approved.

20. For all of these reasons, I believe that the Third Party Releases are an integral and important component of the Plan, are appropriate and should be approved.

21. Section 10.4(c) of the Plan also contains releases by the Management Company Released Parties of certain claims against the Debtors, Post-Effective Toisa, the Estates, and the Released Parties and the other Management Company Released Parties (the "Management Company Release"). The Management Company Release is entirely predicated upon the consent of the Management Company Released Parties and should therefore be approved.

22. Finally, Section 10.4(d) of the Plan contains releases by the Debtors, the Informal Committee (and the individual lender members thereon), and the Creditors' Committee of certain claims against the Shareholder (the "Shareholder Release"). The Shareholder Release was previously memorialized in a term sheet (the "Term Sheet"), which was approved by the Bankruptcy Court pursuant to Bankruptcy Rule 9019 on January 22, 2018 [Docket No. 457], whereby the Debtors, the members of the Informal Committee, and the Creditors' Committee agreed to grant the Shareholder Release as part of the Plan in exchange and in consideration (a) for the Shareholder's

agreement to facilitate (i) corporate governance changes at the Debtors and (ii) the settlement, collection, and recovery of funds on account of vessel construction contracts or account receivables, and (b) for his reasonable cooperation with and assistance of Toisa's Chief Restructuring Officer through the effective date of a Chapter 11 plan.

23. Section 10.6 of the Plan exculpates the Released Parties and the Exculpated Parties from, among other things, certain claims arising out of or relating to the Chapter 11 Cases and the agreements made in connection therewith, except for acts or omissions that are criminal acts or the product of fraud, gross negligence, or willful misconduct (the "Exculpation"). I believe that this provision provides necessary and customary protections to those parties in interest (whether estate fiduciaries or otherwise) whose efforts were instrumental in facilitating the confirmation of the Plan and the conclusion of the Chapter 11 Cases. The exculpation provision is an essential inducement to cause parties to participate collaboratively and constructively in the formulation and negotiation of the Plan. The exculpation provision in the Plan is appropriately tailored to protect the Exculpated Parties from disgruntled, litigious stakeholders seeking an avenue for a recovery to which they are otherwise not entitled. The exculpation provision is also supported by substantial consideration and was critical and indispensable to obtaining the support of the Debtors' key stakeholders, including the Secured Lenders. In light of the record of these Chapter 11 Cases, the protections afforded by the Exculpation are reasonable and appropriate. The non-estate fiduciary Exculpated Parties provided a substantial contribution to the estates, and the protections afforded by the Exculpation are, therefore, reasonable and appropriate. Thus, the exculpation provision should be approved.

24. Section 1129(a)(2). To the best of my knowledge and belief, based on discussions with the Debtors' legal advisors, and as evidenced by the Disclosure

Statement Order, prior orders of the Bankruptcy Court entered in the Chapter 11 Cases, and the filings submitted by the Debtors, I believe that the Debtors have complied with the applicable provisions of the Bankruptcy Code, including the provisions of sections 1125 and 1126 regarding disclosure and solicitation of the Plan.

25. As set forth in the *Certification of P. Joseph Morrow IV with Respect to the Tabulation of Votes of the Second Amended Joint Plan of Liquidation for Tisa Limited and Certain of its Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Voting Certification"),[4] each Holder of a Claim or Interest was sent the solicitation materials required by the Disclosure Statement Order. The Holders of Claims entitled to vote received the Disclosure Statement Order, the Disclosure Statement, the Plan, the Confirmation Hearing Notice, and an appropriate form of ballot and return envelope. Those Holders of Claims not entitled to vote received the applicable Notice of Non-Voting Status.

26. The Debtors solicited acceptances of the Plan in good faith and did not solicit acceptances of the Plan from any creditor prior to the approval of the Disclosure Statement. Based on the Voting Certification, I believe the Debtors properly solicited votes with respect to the Plan in accordance with the Disclosure Statement Order.

27. To the best of my knowledge and belief, good, sufficient, and timely notice of the Confirmation Hearing and all other hearings in these Chapter 11 Cases has been provided to all Holders of Claims and Interests, and all other parties in interest to whom notice was required to have been provided. Accordingly, I believe that the Plan satisfies section 1129(a)(2) of the Bankruptcy Code.

[4] The Voting Certification will be filed in advance of the confirmation hearing.

28. Section 1129(a)(3). The Debtors have proposed the Plan in good faith, after consultation with the Debtors' legal and financial advisors, and not by any means forbidden by law. The Plan is the product of extensive arm's-length negotiations between the Debtors, the Debtors' prepetition secured lenders, the Informal Committee, and the Creditors' Committee. The Plan formulation process was conducted in good faith and all participants in the process were independently represented by counsel. Accordingly, I believe that the Plan satisfies section 1129(a)(3) of the Bankruptcy Code.

29. Section 1129(a)(4). I understand that payments made or to be made by the Debtors for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases have been approved by, or are subject to the approval of, the Bankruptcy Court. Accordingly, I believe that the Plan satisfies section 1129(a)(4) of the Bankruptcy Code.

30. Section 1129(a)(5). Pursuant to section 5.9 of the Plan, the Debtors will disclose the identity of the director and officer of Post-Effective Toisa in the Plan Supplement. Accordingly, I believe that the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

31. Section 1129(a)(7). I understand that the Bankruptcy Code requires that, with respect to each Impaired Class of Claims and Interests, each Holder of such Claim or Interest must either (a) accept the Plan or (b) receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

32. Here, the "best interests" test is satisfied as to each member of an Impaired Class that has rejected (or is deemed to reject) the Plan. The Plan provides for the liquidation of the Debtors. Liquidation under chapter 7 of the Bankruptcy Code in

lieu of liquidation under chapter 11 of the Bankruptcy Code would only increase administrative costs in the form of statutory chapter 7 trustee's fees and other professional fees while delaying the administration of these cases and delaying distributions to Holders of Allowed Claims. Moreover, the various settlements reached under the Plan that enhance distributions to Holders of Claims would not be available in a chapter 7 case. As such, the General Unsecured Claims Distribution Reserve would be unavailable outside the context of the Plan and chapter 11 of the Bankruptcy Code. Accordingly, I believe the Plan satisfies the "best interests" test under section 1129(a)(7) of the Bankruptcy Code.

33. Section 1129(a)(8). I believe that section 1129(a)(8) of the Bankruptcy Code is not satisfied here because Classes 11, 12, 27, 28, 31, 32, and 33 of the Plan are deemed to reject the Plan. Further, Class 29 with respect to Debtor Toisa has rejected the Plan.[5] Nevertheless, based on the advice of Debtors' counsel, I understand the Plan may still be confirmed under section 1129(b) of the Bankruptcy Code.

34. Section 1129(a)(9). I understand that, in accordance with section 1129(a)(9), the Plan provides that each Holder of an Allowed Administrative Claim will receive payment in full in Cash on, or as soon as reasonably practical after, the later of the Effective Date, the date on which the Administrative Claim becomes Allowed, or the date on which an Allowed Administrative Claim becomes payable under any agreement relating thereto. In addition, the Plan provides that each Holder of an Allowed Priority Tax Claim shall receive Cash in an amount equal to such Claim on, or as soon as is reasonably practicable after, the later of the Effective Date, the date such

[5] The only creditor to have voted with respect to Class 29 as to Debtor Toisa is Banco Nacional de Desenvolvimento Econômico e Social ("BNDES"), which caused Class 29 as to Debtor Toisa to reject the Plan. Based on discussions between the Debtors and BNDES regarding certain modifications to the Plan, BNDES may change its vote to accept the Plan.

Allowed Priority Tax Claim is due and payable in the ordinary course, or as otherwise permitted under section 1129(a)(9) of the Bankruptcy Code. However, because there are no Priority Tax Claims, no reserve is required to be established for any Priority Tax Claim. Furthermore, the Plan provides that Holders of Other Priority Claims will receive an amount in Cash equal to the unpaid portion of such Allowed Other Priority Claim. Finally, the Plan provides that each Holder of a Secured Lenders' Superpriority Claim shall receive payment in Cash on account of the amounts set forth on Exhibit 1 annexed to the Plan, and each Secured Lender has agreed to such treatment event though it may result in less than payment in full. Accordingly, I believe that section 1129(a)(9) is satisfied.

35. Section 1129(a)(10). I understand that section 1129(a)(10) of the Bankruptcy Code requires the affirmative acceptance of the Plan by at least one Class of Impaired Claims. Exhibit A to the Voting Certification includes a table setting forth each of the Debtors and the voting results with respect to each Voting Class for each Debtor. Each of the Debtors either has (i) a Voting Class that affirmatively accepts the Plan, or (ii) a Voting Class where no member voted. Paragraph 23(p) of the Disclosure Statement Order provides that if "no votes to accept or reject the Plan are received with respect to a particular Voting Class, such class shall be deemed to have voted to accept the Plan." As such, an Impaired accepting Class exists for each of the Debtors. Thus, section 1129(a)(10) of the Bankruptcy Code is satisfied.

36. Section 1129(a)(11). Section 1129(a)(11) of the Bankruptcy Code permits a plan to be confirmed if it is feasible, i.e., it is not likely to be followed by liquidation or the need for further financial reorganization. I understand that in the context of a liquidating plan, feasibility is established by demonstrating that the debtor is able to satisfy the conditions precedent to the Effective Date and otherwise has

sufficient funds to meet its post-Confirmation Date obligations to pay for the costs of administering and fully consummating the Plan and closing the chapter 11 cases. On the Effective Date, or such later date as specified by the Plan in accordance with the Bankruptcy Code, there will be sufficient Cash to pay Allowed Administrative Claims, Allowed Secured Lenders' Superpriority Claims (in part), and Allowed Other Priority Claims and to fund the Professional Fee Escrow Account. The Debtors will have sufficient funds to administer and consummate the Plan and to close the chapter 11 cases. Therefore, I believe that the Plan has more than a reasonable likelihood of success and satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

37. Section 1129(a)(12). Section 12.1 of the Plan provides for the payment of all statutory fees by the Debtors on or before the Effective Date. Accordingly, I believe that the Plan satisfies section 1129(a)(12) of the Bankruptcy Code.

38. Section 1129(b). It is my understanding that, pursuant to section 1129(b) of the Bankruptcy Code, a plan may be confirmed notwithstanding the rejection or deemed rejection by a class of claims or interests so long as the plan does not discriminate unfairly and is "fair and equitable" as to such non-accepting class. Here, Holders of Claims and Interests in Classes 11, 12, 27, 28, 31, 32, and 33 of the Plan are deemed to reject the Plan. Further Class 29 as to Debtor Toisa has voted to reject the Plan.[6] I understand that section 1129(b) applies with respect to each of those Classes.

39. I believe the Plan does not discriminate unfairly against any of the Classes of Claims that are deemed to reject the Plan, which are Classes 11 (Secured Lenders' SPV Deficiency Claims), Class 12 (Existing DVB Guarantee Claim), Class 27

[6] See footnote 5, *supra*.

(Secured Lenders' Toisa GUCs), Class 28 (T&T General Unsecured Claims), and Class 31 (Intercompany Claims). There is a reasonable basis for the separate classification and treatment of each of those Classes from other Classes of unsecured claims. Classes 11, 12, 27 and 28 are comprised of unsecured deficiency claims and other unsecured claims held by the Secured Lenders. The Secured Lenders participated in the formulation of the Plan and the classification of those Claims. Those Classes are separately classified from Class 29 (General Unsecured Claims) so that there would not be dilution of the recoveries available to Holders of Class 29 from the General Unsecured Claims Distribution Reserve. Conversely, there is no unfair discrimination as to Class 29 (General Unsecured Claims) because it was separately classified to enhance the distributions to the members therein.

40. Similarly, I believe the Plan does not unfairly discriminate against any Class of Interests. With respect to the Plan for each Debtor, there exists only one Class of Interests. With respect to Toisa, the sole Class of Interests is Class 32 (Interests in Toisa). For each of the other Debtors, the sole Class of Interests is Class 33 (Intercompany Interests in Other Debtors). Inasmuch as there is only one Class of Interests with respect to the Plan for each Debtor, it is axiomatic that there cannot be unfair discrimination as between Classes of Interests. Therefore, I believe the Plan does not unfairly discriminate within the meaning of section 1129(b).

41. Further, I believe the Plan does not unfairly discriminate within the meaning of section 1129(b). Here, the "fair and equitable" requirement is satisfied as to each of the Classes of unsecured Claims that have not accepted the Plan because none of the Classes of Claims or Interests that are junior to such non-accepting Classes will receive or retain any property under the Plan. Moreover, while Class 29 (General

Unsecured Claims) at Debtor Toisa voted to reject the Plan,[7] absent the agreement of the Secured Lenders to establish the General Unsecured Claims Distribution Reserve, there is an insufficient amount of distributable assets for Holders of Class 29 to receive any distribution in these cases.

42. Moreover, the "fair and equitable" requirement is satisfied as to Holders of Interests because no Interests junior to such Classes will receive or retain any property under the Plan on account of such junior Interests. There exists only one Class of Interests with respect to the Plan for each Debtor. Therefore, I believe the requirements of section 1129(b) are satisfied.

43. Sections 1129(c)-(e). The Plan is the only plan filed in this case, and accordingly, it is my understanding that section 1129(c) of the Bankruptcy Code, which prohibits confirmation of multiple plans, is inapplicable in these Chapter 11 Cases. I believe that the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933. Thus, I believe that the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. Finally, none of the Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

[*Concluded on the Following Page*]

[7] See footnote 5, *supra*.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 12, 2019
New York, New York

Respectfully submitted,

/s/ Jonathan Mitchell
Jonathan Mitchell