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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	
	:	Chapter 11
CHINA FISHERY GROUP LIMITED (CAYMAN), *et. al.*[1]	:	Case No. 16-11895 (JLG)
Debtors.	:	(Jointly Administered)

JOINDER TO THE CLUB LENDER PARTIES' MOTION FOR THE ENTRY OF AN ORDER DIRECTING THE APPOINTMENT OF A CHAPTER 11 TRUSTEE PURSUANT TO 11 U.S.C. § 1104(a)(2), AND RESERVATION OF RIGHTS, OF BANK OF AMERICA, N.A.

[1] The Debtors are China Fishery Group Limited (Cayman) ("CFGL"), Pacific Andes International Holdings Limited (Bermuda) ("PAIH"), N.S. Hong Investment (BVI) Limited ("NS Hong"), South Pacific Shipping Agency Limited (BVI) ("SPSA"), China Fisheries International Limited (Samoa) ("CFIL"), CFGL (Singapore) Private Limited ("CFGLPL"), Chanery Investment Inc. (BVI) ("Chanery"), Champion Maritime Limited (BVI) ("Champion"), Growing Management Limited (BVI) ("Growing Management"), Target Shipping Limited (HK) ("Target Shipping"), Fortress Agents Limited (BVI) ("Fortress"), Ocean Expert International Limited (BVI) ("Ocean Expert"), Protein Trading Limited (Samoa) ("Protein Trading"), CFG Peru Investments Pte. Limited (Singapore) ("CFG Peru Singapore"), Smart Group Limited (Cayman) ("Smart Group"), and Super Investment Limited (Cayman) ("Super Investment").

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Bank of America, N.A. ("BANA"), by and through its undersigned counsel, hereby files this Joinder to the Club Lender Parties' Motion for the Entry of an Order Directing the Appointment of a Chapter 11 Trustee Pursuant to 11 U.S.C. § 1104(a)(2) (ECF No. 57) (the "Club Lender Parties' Trustee Motion"), and Reservation of Rights. In support hereof, BANA respectfully represents:

PRELIMINARY STATEMENT

1. The bankruptcy filings of the debtors in these chapter 11 cases (the "Debtors") on June 30, 2016 (the "Petition Date") reflect the Debtors' and their affiliates' disregard for their creditors and general willingness to breach agreements made with those creditors and undertakings provided to governing courts around the world. Through these actions and others, the management of the Debtors and their affiliates – which management is essentially the same throughout the enterprise and, over the last many years, has been concentrated in the Ng family – has demonstrated that it cannot be relied upon to fulfill its duties to creditors in these chapter 11 cases. This Court should appoint a chapter 11 trustee for each of the Debtors' estates under section 1104(a)(2) of title 11 of the United States Code (the "Bankruptcy Code").

2. The appointment of a chapter 11 trustee is in the best interests of the estates and their creditors. Management has muddled the Debtors' and their non-debtor affiliates' finances, creating, among other things, enormous inter-company claims. Management has colluded with certain creditors in order to file for Peruvian insolvency proceedings, which it could not do on its own because the Peruvian entities' audited financial statements have not been finalized. Despite defaults in indebtedness owing to BANA, management chose to make interest payments to other creditors, ignoring BANA's demand for payment. Management has ignored critically important undertakings made in court proceedings in other jurisdictions, undertakings that were the result

of negotiated arrangements with creditors that management apparently had no intention of honoring. Current management is largely the same people who engaged in such conduct, such that they are hopelessly conflicted and cannot reasonably be expected to investigate these actions, a role appropriately given to a trustee under the circumstances of these cases.

3. Moreover, creditor confidence in management has been completely undermined by these actions, and specifically by the filing of these cases by the Debtors and the chapter 15 filings of CFG Investment S.A.C. ("CFGI"), Sustainable Fishing Resources S.A.C. ("SFR"), and Corporación Pesquera Inca S.A.C. ("Copeinca"). The Debtors and their creditors have had a difficult and, at times, an acrimonious relationship over the last 11 months. The many issues underlying those tensions, while not resolved, were put to one side by late January 2016, following execution by certain of the group's entities of two deeds of undertaking by which management agreed to retain independent, outside officers to provide creditors with transparency and oversight, to retain reporting accountants, and to sell such entities' Peruvian assets and use the proceeds to repay a substantial portion of outstanding debt. In exchange and in reliance thereon, creditors, like BANA, gave up substantial rights and then-pending remedies. Despite hiring outside advisors, conducting an organized sale process and obtaining multiple bids, management chose to breach its undertakings intentionally and flagrantly, commencing multiple insolvency proceedings, including these chapter 11 cases (which, among other things, resulted in the resignation of the independent officer), firing outside accountants and torpedoing the agreed sale process. Notwithstanding management's apparent acceptance for the need for the independent oversight negotiated to protect creditors and to help drive forward the sale of the Peruvian Business to repay hundreds of millions of dollars of defaulted debt, that oversight has now disappeared. The relationship shows no sign of improving now that the parties are

embroiled in litigation on three continents and management has made clear its intention to retain the Peruvian assets in the apparent hope of somehow attaining a recovery for equity – equity that ultimately is controlled by the Ng family that also controls management and decision-making. The only hope for a consensual restructuring and the preservation of value for creditors is the appointment of a chapter 11 trustee to provide a measure of independent review and analysis and transparency into information and decision-making.

BACKGROUND

4. BANA is a creditor of CFIL and SPSA (together the "CF Obligors") under a US$35 million facility letter dated August 26, 2014 (the "CF Facility Letter"). Together, the CF Obligors owe BANA, on a joint and several basis, the principal sum of US$27,885,960.59, plus accrued interest and fees and expenses (including legal fees). The amounts outstanding to BANA under the CF Facility Letter are guaranteed by CFGL. *See* Declaration of Amanda McQueen dated August 10, 2016 (the "McQueen Declaration"), ¶ 5 and Ex. 1.

5. A demand letter for such amounts was sent to the CF Obligors on November 23, 2015. McQueen Decl. ¶ 13 and Ex. 3. As no payment was forthcoming from the CF Obligors, a demand letter was sent to CFGL on November 24, 2015 with respect to the same outstanding amounts. McQueen Decl. ¶ 13 and Ex. 4. No payments have been made to BANA by either the CF Obligors or CFGL pursuant to the demand letters relating to the CF Facility Letter. McQueen Decl. ¶ 13.

6. BANA also is the lender under a separate US$15 million facility letter dated August 26, 2014 among non-debtors Pacific Andes Enterprises (BVI) Limited ("PAE"), Parkmond Group Limited (BVI) ("PGL"), PARD Trade Limited (BVI) ("Trade," and together with PAE and PGL, the "PAE Obligors"), and BANA (the "PAE Facility Letter"). BANA is

owed the principal sum of US$14,853,576.41, plus accrued interest and fees and expenses (including legal fees) under the PAE Facility Letter. The amounts outstanding to BANA under this facility are guaranteed by non-debtor Pacific Andes Resources Development Limited ("PARD"), a limited company incorporated in Bermuda. *See* McQueen Decl. ¶ 6 and Ex. 2.

7. A demand letter for such amounts was sent to PAE, PGL, and Trade on November 23, 2015. McQueen Decl. ¶ 15 and Ex. 5. As no payment was forthcoming from PAE, PGL, or Trade, a demand letter was sent to PARD on November 24, 2015, with respect to the same outstanding amounts. McQueen Decl. ¶ 15 and Ex. 6. No payments have been made to BANA by the PAE Obligors or PARD pursuant to the demand letters relating to the PAE Facility Letter. McQueen Decl. ¶ 15.

8. PAIH (PARD's indirect majority shareholder) and NS Hong (PAIH's direct parent company) are among the Debtors that have filed chapter 11 petitions in this Court. In addition, all of the other Debtors are indirect subsidiaries of PARD, as are CFGI, SFR, and Copeinca, the entities that operate the Peruvian Business (the "Peruvian Opcos"). *See Declaration of Ng Puay Yee Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York and in Support of Debtors' First Day Motions and Applications*, dated June 30, 2016 [ECF No. 2] (the "Ng Declaration"), Ex. A. None of PARD, PAE, PGL, or Trade has filed a petition for bankruptcy in the United States, although on the Petition Date, PARD sought relief for itself in the Republic of Singapore under Section 210(10) of the Companies Act (and requested, improperly, that its moratorium be extended to PAE, PGL, and Trade). McQueen Decl. ¶ 25 and Ex. 10 ¶¶ 10, 96-99.

9. In addition, as described in the Club Lender Parties' Trustee Motion (¶ 48), the Peruvian Opcos commenced "involuntary" insolvency proceedings on the Petition Date in Peru

through collusion with local creditors holding less than one percent of the total debt of those entities, and filed chapter 15 petitions in this Court on the same day.

10. As explained in the Club Lender Parties' Trustee Motion (¶¶ 24-28), these filings follow prior Hong Kong and Cayman insolvency proceedings instituted by Hong Kong and Shanghai Banking Corporation Ltd. ("HSBC"), which ultimately resulted in two separate deeds of undertaking that, if adhered to, offered transparency and a meaningful path for progress. First, pursuant to a deed of undertaking (the "December 2015 Undertaking" (McQueen Decl. Ex. 7)) among three of the Club Lender Parties, PARD, PAIH, and the High Court of the Hong Kong Special Administrative Region (the "Hong Kong Court"), PARD and PAIH agreed to the appointment of PricewaterhouseCoopers Limited ("PwC") as independent reporting accountant and to the appointment of a Chief Restructuring Officer (the "PARD CRO"), in exchange for the Club Lender Parties' support in seeking to dismiss the Hong Kong and Cayman insolvency proceedings. PARD and PAIH appointed Mr. Patrick Wong as the PARD CRO.

11. Second, pursuant to a deed of undertaking (the "HSBC Undertaking" (McQueen Decl. Ex. 8) and with the December 2015 Undertaking, the "Undertakings") among CFGL, CFIL, and HSBC, the parties consented to the dismissal of the Cayman proceedings and HSBC agreed to withdraw its appeal of the vacating of the provisional liquidators ("JPLs"), who were appointed by the Hong Kong Court, and to seek an order dismissing the winding up petition filed in the Cayman Court and discharging the Cayman JPLs. In exchange, CFGL and CFIL undertook, among other things, (i) to appoint Mr. Paul Brough as the Chief Restructuring Officer ("CF CRO") of CFGL and CFIL, (ii) to have CFGL engage Grant Thornton Recovery & Reorganisation Limited ("Grant Thornton") as independent reporting accountant, (iii) to procure that the management of CFGL and its subsidiaries (the "CF Group") provide full cooperation

with the CRO and Grant Thornton to allow them to carry out their roles and, with respect to the CRO, for the sale of the Peruvian Business to be implemented as soon as reasonably practicable, and (iv) to repay in full all amounts owed to BANA, the Club Lenders and bondholders by the CF Group (the "Debt") by the Repayment Date, defined in the HSBC Undertaking as July 20, 2016.[2] McQueen Decl. Ex. 8 Cl. 2. BANA was granted third-party beneficiary status under the HSBC Undertaking, and it had a number of explicit rights, including the right to petition for the reappointment of JPLs for CFGL and CIFL in the event of the Termination of the HSBC Undertaking (as defined in the HSBC Undertaking) which included failure to pay the Debt by the Repayment Date. McQueen Decl. ¶¶ 18-19. Simply put, in the HSBC Undertaking, the CF Group agreed to a sale process that was intended to provide a source of substantial creditor repayment, including for BANA. The terms of that Undertaking reflected the importance that independent oversight of reporting and decision-making generally – and the sale process specifically – had to the various lenders. The Undertakings protected an uneasy truce between the Debtors and their affiliates, on the one hand, and their lenders (including BANA), on the other. The global insolvency filings have broken the truce altogether.

12. Regarding the sale process, certain of the Debtors acknowledged in Recital E of the HSBC Undertaking that "[a]ll parties agree that a sale of the Peruvian business and/or assets ('Peruvian Business') of CFGL and its subsidiaries ('CF Group') must now be pursued in order to address CF Group's financial issues." McQueen Decl. Ex. 8. The HSBC Undertaking was executed in part on the basis that a sale of the Peruvian Business could be concluded on an expedited basis since the group had received two Memoranda of Understanding after the

[2] The Repayment Date is defined in the HSBC Undertaking to be the date six months after the execution of the HSBC Undertaking, which was July 20, 2016. However, Clause 6.2 of the HSBC Undertaking also provides that it will terminate on the earliest of, amongst other criteria, (i) the date on which the debt is paid in full or (ii) July 15, 2016 or such later date as HSBC and BANA may agree in writing.

appointment of the JPLs. McQueen Decl. Ex. 8 Cl. 1.1 (definition of "Sale"). The estimated market value placed on the CF Group by Deloitte was US$1.6 to US$1.7 billion. *See* Ng Declaration ¶ 113.

13. Upon execution of the HSBC Undertaking and the appointment of the CF CRO, a formal sales process commenced under the supervision of the CF CRO and CITIC-CLSA, which was engaged specifically with an M&A mandate. McQueen Decl. ¶ 19.[3] As noted in the Club Lender Parties' Trustee Motion, in April 2016, an information memorandum for the sale of the Peruvian Business was sent to target purchasers. Seven non-binding indicative bids for the Peruvian Business were received, more than half of which were considered to be worth progressing to phase 2 of the sales process, which involved those bidders having access to a data room to conduct due diligence. Club Lender Parties' Trustee Mot. ¶ 29; Ng Decl. ¶ 136.

14. Immediately prior to the commencement of the chapter 11 cases, at a meeting held in Hong Kong on June 30, 2016, PwC, on behalf of PARD, informed BANA and the Club Lender Parties that management wished to put forward an alternative restructuring proposal. Given the clear obligations in the Undertakings, and the progress that had been made through the sale process, BANA was very concerned about pursuing this alternative path. Despite the terms of the existing Undertakings provided to the HK and Cayman Courts, the filing of these chapter 11 cases and proceedings in three additional jurisdictions was initiated even as BANA representatives were in transit on the way home after the meeting. McQueen Decl. ¶ 24.

15. Shortly after the Petition Date, PwC's engagement was terminated, and Mr. Wong is no longer the PARD CRO. McQueen Decl. ¶ 25. Similarly, CFGL failed to maintain Mr. Brough as the CF CRO and terminated Grant Thornton's engagement. *Id.* The employment of

[3] BANA understands that this engagement, as with others, see infra ¶ 15, was terminated following the Debtors' filing for chapter 11. McQueen Decl. ¶ 26.

both Mr. Brough as CF CRO and Grant Thornton as reporting accountant were required by the undertakings given – not only to HSBC but also to BANA, the Hong Kong Court and the Cayman Court – in the HSBC Undertaking.

16. In their *Motion for Entry of Order Authorizing the Debtors to (A) Continue Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Bank Accounts* [ECF No. 29] (the "Cash Management Motion"), the Debtors describe an arcane system by which the cash management of the Debtors is performed by three separate entities, forming a complex system that consolidated revenues from the Debtors and non-Debtor affiliates into three treasury companies that, in turn, managed disbursements, accounting, and certain financial oversight functions for both Debtors and non-Debtor affiliates. Cash Mgmt. Mot. ¶ 12. This "complex system" is in place notwithstanding that "most of the Debtors are generally inactive or investment holding companies that presently are not generating substantial revenue." *Id.* ¶ 14. The cash management system includes non-performing intercompany loans and, seemingly, the use of CFIL's revenues to fund multiple other entities. *Id.* ¶ 21. The Debtors historically have not used bank accounts in the United States and have requested a waiver of the requirement to use such accounts. *Id.* ¶¶ 22, 31-33.

17. In early 2016, BANA also learned that PARD and PAE had been making interest payments to some creditors, but not to BANA. BANA inquired as to PARD and PAE's reasons for discriminating against BANA in making payments, and demanded that payments going forward be made on a *pari passu* basis. Neither PARD nor PAE provided a satisfactory response, nor did they later make any payments to BANA. McQueen Decl. ¶ 21.[4]

[4] Given these transfers, BANA has sought relief from the moratorium requested by PARD in Singapore to proceed against PARD, in Bermuda, and PAE, PGL, and Trade in BVI by filing winding-up petitions. Such filings will would crystallize the applicable look-back periods for voidable transfers.

JOINDER

18. BANA incorporates the arguments in the Club Lender Parties' Trustee Motion. Specifically, a Trustee is necessary to address the concerns of creditors across the Debtors' capital structure. Current management essentially is the continuation of the same untrustworthy management that has been in place for years, and that is impossibly conflicted in terms of a restructuring strategy and the investigation of past transactions. Creditors have lost all confidence in that management, making any resolution of these cases difficult and likely to be marked by litigation. The appointment of a trustee is in the best interests of creditors and other interests of the estate. *See* 11 U.S.C. § 1104(a)(2).

19. The appointment of a chapter 11 trustee is appropriate under the best interests test recited in the Club Lender Parties' Trustee Motion, which requires a different showing than is required for "cause" under section 1104(a)(1) of the Bankruptcy Code. "A court's analysis of the grounds for the appointment of a trustee under section (a)(2) is different from that in the previous section [(a)(1)]. This flexible standard for appointment entails the exercise of a spectrum of discretionary powers and equitable considerations." *Petit v. New England Mortg. Servs. Inc.*, 182 B.R. 64, 69 (D. Me. 1995) (internal quotations omitted) (quoting *In re Sharon Steel Corp.*, 86 B.R. 455, 457 (Bankr. W.D. Pa. 1988), *In re V. Savino Oil & Heating Co.*, 99 B.R. 518, 525 (Bankr. E.D.N.Y.1989)). "In considering requests under subsection (a)(2), courts 'eschew rigid absolutes and look to the practical realities and necessities.'" *In re Soundview Elite Ltd.*, 503 B.R. 571, 583 (Bankr. S.D.N.Y. 2014) (alterations incorporated) (quoting *In re Adelphia Comm'ns Corp.*, 336 B.R. 610, 658 (Bankr. S.D.N.Y. 2006)).

20. The appointment of a chapter 11 trustee is in the best interests of creditors and the estate where, for example, management "suffer[s] from material conflicts of interest, and cannot

be counted on to conduct independent investigations of questionable transactions in which they were involved." *In re Ridgemour Meyer Props., LLC*, 413 B.R. 101, 113 (Bankr. S.D.N.Y. 2008); *see also In re Sharon Steel Corp.*, 871 F.2d 1217, 1220-21 (3d Cir. 1989) (appointment under best interests prong supported where bankruptcy court "cited numerous prepetition transfers of [the debtor's] assets that amounted at best to voidable preferences and at worst to fraudulent conveyances" and "questioned the current management's ability to fulfill its fiduciary duty to pursue these claims since [the debtor] shares common management with the recipients of the transfers, who also owe conflicting fiduciary duties to the recipients"); *Petit*, 182 B.R. at 70 (appointment of trustee under best interests prong proper where "bankruptcy court held serious concerns regarding whether the Debtor could be relied upon to pursue and recover any fraudulent transfers on behalf of the remaining creditors"); *Soundview*, 503 B.R. at 583 ("I have no faith that the Debtors' current managers are capable of acting independently and in the best interests of the estates, or in objectively investigating themselves"); *In re L.S. Good & Co.*, 8 B.R. 312, 315 (Bankr. N.D.W. Va. 1980) (even where no clear proof of fraud, dishonesty, or gross mismanagement had been presented, intercompany transactions exceeding $1 million justified appointment of trustee under § 1104(a)(2) because size and number of transactions "places current management . . . in a position of having grave potential conflicts of interest and the presumption arises that the current management . . . will be unable to make the impartial investigations and decisions demanded"). Here, the same people – largely members of the Ng family – control both management decision-making and hold controlling stakes in equity throughout the enterprise, such that their interest is to hold onto the valuable assets in Peru in an attempt to obtain a future recovery for equity.[5]

[5] While section 1104(a)(2) includes the interest of equity security holders as one of the interests to be considered in determining whether to appoint a chapter 11 trustee, where equity security holders interests are not the same as those

21. In far less egregious cases than this, courts have found that where management and creditors cannot work together – and their disputes go beyond healthy disputes necessary for maximization of value – the appointment of a trustee is in the best interests of the estate and creditors. *See, e.g., In re Marvel Entm't Grp., Inc.*, 140 F.3d 463, 474 (3d Cir. 1998) (affirming district court's determination under 11 U.S.C. § 1104(a)(2) that "'deep seeded conflict and animosity between a debtor and its creditors' is at the heart of this bankruptcy case, thus 'the selection of a plan, whatever its details, is in the best interests of all parties, and the best way to achieve that result is to appoint a trustee'"); *Taub v. Taub (In re Taub)*, 427 B.R. 208, 229 (Bankr. E.D.N.Y. 2010) (appointment of chapter 11 trustee in best interests where debtor's relationship with creditors, tenants, and other parties in interest were "contentious, acrimonious, and unproductive," despite regular status conferences and mediations).

22. Further, the appointment of a chapter 11 trustee also is appropriate where the estates need the proverbial "adult in the room" to ensure that actions are taken toward a proper reorganization. *See, e.g., In re BLX Gr., Inc.*, 419 B.R. 457, 472 (Bankr. D. Mont. 2009) (appointment in best interests where debtor's principal, who had potential conflicts and had shown poor judgment in past, "could arguably control [debtor-in-possession] financing . . . putting [the debtor's principal] in charge of any debtor-in-possession financing at this juncture would be ill-advised. [T]he appointment of a Chapter 11 trustee in this proceeding is the only solution that would permit [the debtor] to go through with a viable Chapter 11 bankruptcy."); *Hotel Assocs., Inc. v. Trustees of Central States SE & SW Areas Pension Fund (In re Hotel Assocs., Inc.)*, 3 B.R. 343 (Bankr. E.D. Pa. 1980) (appointment of chapter 11 trustee in best

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of the estate, courts recognize that conflict and discount their opposition. *See, e.g., In re Eurospark Indus., Inc.*, 424 B.R. 621, 630-33 (Bankr. E.D.N.Y. 2010) (trustee appointed over objection of sole equity holder where that equity holder's interests lay in pursuing long-shot strategy to the likely detriment of the estate and where group of creditors with greatest economic stake lacked trust in the equity holder).

interests where a confirmable plan appeared possible but debtor was unable to propose a viable plan of reorganization). The hiring of new outside professionals for these chapter 11 cases is not a solution when such professionals continue to get information through, and take direction from, the very management in which creditors have no confidence. *See, e.g.*, *In re Colorado-Ute Elec. Ass'n, Inc.*, 120 B.R. 164, 175 (Bankr. D. Colo. 1990) (appointment of chapter 11 trustee in best interests where "[n]otwithstanding the employment of numerous . . . professionals, the Court cannot envision management and the board functioning effectively and efficiently to reorganize" the debtor).

23. Here, there is no doubt – as reflected by the active litigation on at least three continents over the last year (including the multi-jurisdictional insolvency proceedings commenced on June 30, 2016), and given the consensus among the creditor body that management cannot be trusted with regard to managing the Debtors' business – that the relations between the creditors and the Debtors are acrimonious and unlikely to lead to a viable reorganization. A disinterested outside person, in the form of a trustee, is necessary to give the Debtors, their estates, and their creditors the best opportunity to reorganize – through independent oversight, transparency in creditor communications and information, and the evaluation and implementation of restructuring strategies that include the Peruvian assets and are not constrained by management's incentive to protect equity. The appointment of a chapter 11 trustee for the Debtors' estates is in the best interests of the creditors and of the estates.

RESERVATION OF RIGHTS

24. BANA reserves all rights with regard to non-debtor entities, including PARD and PAE, and intends to exercise such rights as permitted by applicable law. In particular, BANA has petitioned the Singapore court for relief from the moratorium protecting PARD, PAE, PGL,

and Trade so that it may petition the courts of Bermuda (with respect to PARD) and BVI (with respect to PAE, PGL, and Trade) for the commencement of winding up proceedings against those non-debtor entities. This will preserve any remaining clawback rights and prevent the advancing of the lookback period as to any preferential or fraudulent transfers.

25. BANA further reserves all rights to pursue any other motions for appropriate relief, including without limitation a motion to dismiss these cases, a motion for relief from the automatic stay or, if the Club Lender Parties' Trustee Motion is unsuccessful, a subsequent request for the appointment of a chapter 11 trustee or an examiner. BANA further reserves all rights with regard to all arguments regarding the Club Lender Parties' Trustee Motion presented by the Debtors or any other party, and to present additional argument or evidence at the hearing on that motion.

CONCLUSION

WHEREFORE, for the reasons stated in the Club Lender Parties' Trustee Motion and the additional reasons stated herein, BANA respectfully requests that this Court appoint a chapter 11 trustee in these cases and grant such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 10, 2016

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