

Hearing Date: March 28, 2023 at 11:00 a.m., prevailing Eastern Time
Objection Deadline: March 21, 2023 at 4:00 p.m., prevailing Eastern Time

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

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,¹

Debtor.

Chapter 11

Case No. 22-10910 (SHL)

**NOTICE OF HEARING ON THE DEBTOR'S THIRD
MOTION TO EXTEND THE DEBTOR'S EXCLUSIVE PERIODS
TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES
THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on March 13, 2023, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Debtor's Third Motion to Extend the Debtor's Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code* (the "Motion").² A hearing (the "Hearing") on the Motion will be held on **March 28, 2023 at 11:00 a.m., prevailing Eastern Time**, before the Honorable Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601.

PLEASE TAKE FURTHER NOTICE that in accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted via Zoom for Government. Parties wishing to appear at the Hearing, whether in a "live" or "listen only" capacity, must make an electronic appearance through the "eCourtAppearances" tab on the Court's website <https://www.nysb.uscourts.gov/ecourt-appearances> no later than 4:00 p.m. on the business day

¹ The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

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

before the Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

PLEASE TAKE FURTHER NOTICE that any responses or objections (each, an “Objection”) to the relief requested in the Motion shall: (a) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; and (b) be served on the Debtor so as to be actually received by **March 21, 2023 at 4:00 p.m., prevailing Eastern Time** (the “Objection Deadline”). Replies to the Objections must be filed by **March 24, 2023 at 4:00 p.m., prevailing Eastern Time**.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Debtor may, on or after the Objection Deadline, submit to the Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing. The Debtor will file an agenda before the Hearing, which may modify or supplement the Motion to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that *your rights may be affected*. **You should read the Motion carefully and discuss it with your attorney, if you have one. If you do not have an attorney, you may wish to consult with one.**

PLEASE TAKE FURTHER NOTICE that copies of the Motion can be viewed and/or obtained by: (i) accessing the Court’s website at www.nysb.uscourts.gov, or (ii) from the Debtor’s claims and noticing agent, Epiq Corporate Restructuring, LLC, at <https://dm.epiq11.com/case/madisonsquare/info> or by calling (866) 977-1161 (toll free) for U.S. and Canada-based parties or +1 (503) 597-7709 for international parties. Note that a PACER password is needed to access documents on the Court’s website.

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New York, New York
Dated: March 13, 2023

/s/ Alan W. Kornberg

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

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,¹

Debtor.

Chapter 11

Case No. 22-10910 (SHL)

**DEBTOR'S THIRD MOTION TO EXTEND
THE DEBTOR'S EXCLUSIVE PERIODS TO FILE
A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF
PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE**

The above-captioned debtor and debtor in possession (the "Debtor") respectfully states the following in support of this motion (this "Motion"), pursuant to section 1121(d) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for the entry of an order, in substantially the form attached as **Exhibit A** (the "Proposed Order"), extending the Debtor's exclusive periods to file a chapter 11 plan and solicit acceptances thereof:

¹ The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

Preliminary Statement

1. Prior to the entry of the Second Exclusivity Order,² the Debtor reached a critical milestone in its restructuring: a successful conclusion to the Court-ordered mediation that resulted in an agreement in principle (the “Committee Settlement”) with the Official Committee of Unsecured Creditors (the “Committee”) regarding the treatment of Abuse Claims under a proposed chapter 11 plan. Since then, in conjunction with the Committee and several other key stakeholders, the Debtor has worked diligently to memorialize the terms of the Committee Settlement in a plan of reorganization and related documentation.

2. To that end, the Debtor has made substantial progress. The Debtor has held discussions with, and circulated substantially final versions of the plan documentation to, its DIP Lender, the Committee, Rockefeller University, and the Debtor’s insurance providers. The Debtor has also engaged in good faith with these key stakeholders in an effort to address and consensually resolve issues raised by these parties. The Debtor continues to engage with the Committee, Rockefeller University, and other parties in interest in the hopes of reaching a global consensus regarding the proposed plan of reorganization and a consensual confirmation process.

3. Given the meaningful progress that has been made with respect to these discussions since reaching the Committee Settlement, the Debtor is optimistic that, with the additional time requested by this Motion, the Debtor can build further consensus among key parties in interest and avoid costly and distracting litigation. Reaching such consensus would likely provide additional recoveries to Abuse Claimants, and allow the Debtor to proceed expeditiously and efficiently

² *Order Extending The Debtor's Exclusive Periods To File A Chapter 11 Plan And Solicit Acceptances Thereof Pursuant To Section 1121 of the Bankruptcy Code* [Docket No. 356]. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the First Exclusivity Extension Motion (as defined herein) or in the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 126], as applicable.

through the plan confirmation process, thereby returning substantial cost savings to the Debtor's estate which would, in turn, inure to the benefit of the all stakeholders.

4. While the Debtor is hopeful that negotiations with stakeholders will continue to develop productively, time remains of the essence in the Debtor's chapter 11 case. Accordingly, the Debtor requests a 30-day extension to each of the Exclusivity Periods. Under the Second Exclusivity Order, the Debtor's Plan Exclusivity Period was extended to March 13, 2023 and its Solicitation Exclusivity Period was extended to May 12, 2023. By this Motion, the Debtor requests an order further extending its Plan Exclusivity Period by 30 days through and including April 12, 2023, and further extending its Solicitation Exclusivity Period by 31 days through and including June 12, 2023.³ Both the Committee and Rockefeller University are supportive of these extension requests.

5. The Exclusivity Period extensions requested herein are intended to allow the Debtor and its key constituencies—including the Committee, Abuse Claimants, Rockefeller University, and certain insurance providers—sufficient time to advance ongoing discussions regarding a potential global resolution with respect to a plan of reorganization, and take other necessary steps to achieve a consensual confirmation process.

Relief Requested

6. The Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A**, extending the Debtor's Plan Exclusivity Period by 30 days to April 12, 2023, and the Solicitation Exclusivity Period by 31 days to June 12, 2023, without prejudice to the Debtor's right to seek further extensions of the Exclusivity Periods.

³ Pursuant to Local Rule 9006-2, the filing of this Motion prior to the expiration of the Exclusivity Periods shall automatically extend the Exclusivity Periods until the Court acts on this Motion without the necessity for entry of a bridge order.

Jurisdiction and Venue

7. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012. The Debtor confirms its consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

8. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

9. The statutory bases for the relief requested herein are section 1121(d) of the Bankruptcy Code and Bankruptcy Rule 9006.

Case Background

10. On the Petition Date, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing this chapter 11 case (this “Chapter 11 Case”). The Debtor continues to manage and operate its non-profit services as a debtor in possession under sections 1107 and 1108 of the Bankruptcy Code.

11. No trustee or examiner has been appointed in this chapter 11 case. On July 13, 2022, the U.S. Trustee appointed the Committee pursuant to section 1102 of the Bankruptcy Code [Docket No. 53].

12. A description of the Debtor’s operations, the reasons for commencing this chapter 11 case, the relief sought from the Court to allow for a smooth transition into chapter 11, and the facts and circumstances supporting this Motion are set forth in the *Declaration of Jeffrey Dold*

(I) in Support of First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2 [Docket No. 10].

13. On October 26, 2022, the Debtor filed the *Debtor's Motion to Extend the Debtor's Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code* [Docket No. 262] (the "First Exclusivity Extension Motion"), pursuant to which the Court entered the *Order Extending the Debtor's Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code* [Docket No. 285] (the "First Exclusivity Order").

14. On December 28, 2022, the Mediator filed the *Mediator's Report* [Docket No. 329], informing the Court that Debtor and the Committee had reached an agreement in principle in the Mediation on a proposed resolution of this Chapter 11 Case. In addition, the Debtor filed the *Debtor's Second Motion to Extend the Debtor's Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code* [Docket No. 330] (the "Second Exclusivity Extension Motion"), pursuant to which the Court entered the Second Exclusivity Order on January 18, 2023.

Basis for Relief

15. A debtor has the exclusive right to propose a chapter 11 plan for the first 120 days of a chapter 11 case pursuant to section 1121(b) of the Bankruptcy Code. Section 1121(c)(3) extends the period of exclusivity for an additional sixty (60) days, to an initial maximum of 180 days, where the debtor has filed a chapter 11 plan and is soliciting votes on such plan. "[T]he point of exclusivity is to promote an environment in which the debtor's business may be rehabilitated and a consensual plan may be negotiated." *In re Burns and Roe Enters., Inc.*, No. 00-41610 (RG), 2005 WL 6289213, at *4 (D.N.J. Nov. 2, 2005). In this Chapter 11 Case, following the entry of the First Exclusivity Order, the Exclusivity Periods set forth in

sections 1121(b) and 1121(c) of the Bankruptcy Code would have expired, and will expire, on January 10, 2023 and April 25, 2023, respectively, absent further order of the Court. Upon entry of the Second Exclusivity Order, such periods were extended to March 13, 2023 and May 12, 2023, respectively. The Debtor seeks a further limited extension of the Exclusivity Periods to continue working toward its goal of negotiating, documenting, soliciting and confirming a plan of reorganization on a fully-consensual basis.

16. Section 1121(d)(1) of the Bankruptcy Code permits a court to extend a debtor's exclusivity "for cause" (as long as such extension does not extend the Plan Exclusivity Period "beyond a date that is 18 months after the date of the order for relief" and the Solicitation Exclusivity Period "beyond a date that is 20 months after the date of the order for relief."). Specifically, section 1121(d) of the Bankruptcy Code provides that "on request of a party in interest made within the respective periods . . . of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section." Although the term "cause" is not defined by the Bankruptcy Code, such term should be viewed flexibly in this context "to allow the debtor to reach an agreement." H.R. Rep. No. 95, 95th Cong., 1st Sess. 232 (1997); *see also In re Ames Dep't Stores, Inc.*, Case No. M-47 (PKL), 1991 WL 259036 at *3 (S.D.N.Y. 1991) ("The purpose of the Bankruptcy Code's exclusivity period is to allow the debtor flexibility to negotiate with its creditors"); *In re McLean Indus. Inc.*, 87 B.R. 830, 833–34 (Bankr. S.D.N.Y. 1987) ("The legislative history indicates that [cause] is to be viewed flexibly"); *In re Public Serv. Co. of New Hampshire*, 88 B.R. 521, 533–34 (Bankr. D.N.H. 1988) ("legislative intent . . . [is] to afford maximum flexibility"). Simply put, a debtor should be given a reasonable opportunity to negotiate an acceptable plan with creditors and to prepare adequate financial and nonfinancial information concerning the ramifications of any

proposed plan for disclosure to creditors. *See In re Texaco Inc.*, 76 B.R. 322, 327 (Bankr. S.D.N.Y. 1987).

17. Courts in the Second Circuit and in other jurisdictions have held that the decision to extend the Exclusivity Periods is left to the sound discretion of the bankruptcy court and should be based on the totality of circumstances in each case. *See, e.g., In re Excel Mar. Carriers Ltd.*, No. 13-23060, 2013 WL 5155040, at *2 (Bankr. S.D.N.Y. Sept. 13, 2013); *In re Dow Corning Corp.*, 208 B.R. 661, 664 (Bankr. E.D. Mich. 1997); *McLean Indus.*, 87 B.R. 834 (Bankr. S.D.N.Y. 1987); *First Am. Bank of N.Y. v. Sw. Gloves & Safety Equip., Inc.*, 64 B.R. 963, 965 (Bankr. D. Del. 1986). In general, as long as debtors give the court “no reason to believe that they are abusing their exclusivity rights . . . [a] requested extension of exclusivity . . . should be granted.” *In re Global Crossing Ltd.*, 295 B.R. 726, 730 (Bankr. S.D.N.Y. 2003); *see also In re Borders Grp., Inc.*, 460 B.R. 818, 822 (Bankr. S.D.N.Y. 2011) (extending exclusive periods, noting the debtors’ “substantial efforts . . . to stabilize their business and develop a viable exit strategy”).

18. In particular, courts examine certain factors to determine whether a debtor has had an adequate opportunity to develop, negotiate, and propose a chapter 11 plan and thus whether there is “cause” for extension of the Exclusivity Periods. *See In re Adelphia Commc’ns Corp.*, 336 B.R. 610, 674 (Bankr. S.D.N.Y. 2006) (identifying the below factors and noting that courts generally rely on the same factors to determine whether exclusivity should be extended); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002); *McLean Indus.*, 87 B.R. at 834; *see also Dow Corning*, 208 B.R. at 664; *In re Friedman’s Inc.*, 336 B.R. 884, 888 (Bankr. D. Ga. 2005). These factors include:

- (a) the size and complexity of the case;
- (b) the existence of good faith progress toward reorganization;

- (c) the necessity of sufficient time to negotiate a plan of reorganization and prepare adequate information to allow a creditor to determine whether to accept such plan;
- (d) whether the debtor is paying its debts as they become due;
- (e) whether the debtor has demonstrated reasonable prospects for filing a viable plan;
- (f) whether the debtor has made progress negotiating with creditors;
- (g) the amount of time which has elapsed in the case;
- (h) whether the debtor is seeking an extension to pressure creditors; and
- (i) whether an unresolved contingency exists.

19. Courts are afforded broad discretion to assess these factors and to consider a relevant subset to determine whether cause exists to grant an exclusivity extension in a particular chapter 11 case. *See, e.g., In re Express One Int'l Inc.*, 194 B.R. 98, 100 (Bankr. E.D. Tex. 1996) (identifying four of the factors as relevant in determining whether “cause” exists to extend exclusivity); *In re United Press Int'l, Inc.*, 60 B.R. 265, 269 (Bankr. D.D.C. 1986) (finding that the debtor showed “cause” to extend exclusivity based upon three of the factors); *In re Texaco, Inc.*, 76 B.R. at 327 (holding that size and complexity of the chapter 11 case provided sufficient cause to extend exclusivity). For example, both Congress and the courts have recognized that the size and complexity of a debtor’s case alone may constitute cause for extension of a debtor’s exclusive periods to file a plan and solicit acceptances. H.R. No. 95-595, at 231–232, 406 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 6191 (“[I]f an unusually large company were to seek reorganization under chapter 11, the court would probably need to extend the time in order to allow the debtor to reach an agreement.”); *see also Texaco*, 76 B.R. at 326 (“The large size of the debtor and the consequent difficulty in formulating a plan of reorganization for a huge debtor with

a complex financial structure are important factors which generally constitute cause for extending the exclusivity periods.”).

20. Based on a weighing of the relevant factors, the Debtor submits that sufficient “cause” exists under section 1121(d) of the Bankruptcy Code to extend the Exclusivity Periods as requested herein:

- *The Debtor’s Chapter 11 Case is Large and Complex.* As of the General Bar Date, the Debtor has received more than 200 proofs of claim, which the Debtor has and continues to review, including over 160 claims filed by survivors of abuse. As part of its negotiations and revisions to the plan of reorganization, the Debtor continues to assess its liability for Abuse Claims and the corresponding insurance coverage issues.
- *The Debtor Requires Additional Time to Negotiate with Stakeholders.* The Debtor has reached an agreement in principle with the Committee, but continues to facilitate and engage in discussions with other key stakeholders, including Rockefeller University, regarding the terms of a global settlement. These negotiations have progressed meaningfully, but additional time is required to cultivate consensus among stakeholders.
- *The Debtor Has Made Good Faith Progress Toward Exiting Chapter 11.* As described in detail above, the Debtor has made substantial progress toward its reorganization by, among other things, engaging successfully in mediation and reaching the Committee Settlement concerning the treatment of the Abuse Claims—which remains at the core of the Chapter 11 Case. The Debtor is prepared to push forward with a plan of reorganization at this time, but believes the additional time requested by this Motion will provide key parties in interest an opportunity to engage productively to resolve disputes without simultaneously incurring the costs associated with contested proceedings before the Court.
- *An Extension of the Exclusivity Periods Will Not Prejudice Creditors.* Continued exclusivity will permit the Debtor to continue to focus on implementing the Committee Settlement and working to build consensus with other key stakeholders without the distraction of competing plans. The diversion of a competing plan would be wasteful, exponentially increase the administrative expenses of this case, and create uncertainty to the detriment of all stakeholders. In contrast, extending the Exclusivity Periods to continue negotiations among stakeholders will ultimately benefit the Debtor’s estate and maximize value for Abuse Claimants and other parties in interest.

- *The Debtor is Paying its Bills as They Come Due.* Since the Petition Date, the Debtor has paid its vendors' postpetition claims in the ordinary course of business or as otherwise authorized by orders of the Court.
- *The Debtor Has Requested Relatively Few Extensions of the Exclusivity Periods.* This is the Debtor's third request for an extension of the Exclusivity Periods. The First Exclusivity Order provided a 75-day extension to allow the Mediation to continue to a resolution and the Second Exclusivity Order provided a 60-day extension as the Debtor began to document the Committee Settlement, for a cumulative 135-day extension of the Exclusivity Periods. During that time, the Debtor made meaningful progress toward a successful conclusion of this Chapter 11 Case.
- *An Extension Will Not Pressure Creditors.* The Debtor is not seeking an extension of the Exclusivity Periods to pressure or prejudice any of its stakeholders. Rather, the Debtor seeks to preserve and build upon the progress made by various parties in interest to date by facilitating ongoing dialogue with respect to a global consensus. If successful, these discussions will ultimately benefit, not prejudice, the Debtor's creditors. Indeed, the Committee, which represents the primary creditor group in this Chapter 11 Case, and Rockefeller University, are supportive of this relief.

21. An objective analysis of the relevant factors demonstrates that the Debtor is working diligently and effectively to bring this Chapter 11 Case to a successful conclusion. Accordingly, the Debtor respectfully submits that sufficient cause exists to extend the Exclusivity Periods as requested herein. Similar relief is regularly granted in large chapter 11 cases in this district. *See, e.g., In re GTT Comms., Inc.*, Case No. 21-11880 (Bankr. S.D.N.Y. Oct. 11, 2022) [Docket No. 655] (granting third extension to exclusivity periods for cumulative 306-day extension); *In re the Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (Bankr. S.D.N.Y. Dec. 9, 2021) [Docket No. 907] (granting fourth extension to exclusivity periods for cumulative 427-day extension of plan, and 428-day extension of solicitation, exclusivity periods); *In re Windstream Holdings, Inc.*, Case No. 19-22312 (Bankr. S.D.N.Y. June 22, 2020) [Docket No. 2186] (granting fourth extension of exclusivity periods for cumulative 427-day extension of exclusivity periods); *In re George Washington Bridge Bus Station Dev. Venture, LLC*, Case No. 19-13196 (Bankr. S.D.N.Y. Dec. 1, 2020) [Docket No. 423] (granting

fourth extension of exclusivity periods for cumulative 426-day extension of plan, and 427-day extension of solicitation, exclusivity periods); *In re Frontier Comms. Corp.*, Case No. 20-22476 (Bankr. S.D.N.Y. Feb. 23, 2021) [Docket No. 1589] (granting second extension to exclusivity periods for an additional 248 days for plan exclusivity and 249 days for solicitation exclusivity); *In re Purdue Pharma L.P., et al.*, No. 19-23649-RDD (Bankr. S.D.N.Y. Dec. 16, 2020) [Docket No. 2143] (granting third extension of exclusivity periods for cumulative 397-day extension of plan, and 428 day extension of solicitation, exclusivity periods).

Notice

22. The Debtor will provide notice of this Motion to: (a) the United States Trustee for Region 2; (b) the holders of the twenty (20) largest unsecured claims against the Debtor; (c) counsel to the Committee; (d) counsel to BGCA; (e) counsel to Rockefeller; (f) the Debtor's insurers that have accepted coverage related to the Abuse Claims; (g) the office of the Attorney General for the State of New York; (h) the United States Attorney's Office for the Southern District of New York; (i) counsel to the DIP Lender; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

23. No prior request for the relief sought in this Motion has been made to this or any other court, except as described herein.

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WHEREFORE, the Debtor respectfully requests entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

New York, New York
Dated: March 13, 2023

/s/ Alan W. Kornberg
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Counsel to the Debtor and Debtor in Possession

Exhibit A

Proposed Order

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

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,¹

Debtor.

Chapter 11

Case No. 22-10910 (SHL)

**ORDER EXTENDING THE DEBTOR'S EXCLUSIVE PERIODS
TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF
PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE**

Upon the motion (the "Motion")² of the above-captioned debtor and debtor in possession (the "Debtor") for entry of this order: (a) extending the Plan Exclusivity Period by 30 days through and including April 12, 2023, and extending its Solicitation Exclusivity Period by 31 days through and including June 12, 2023, without prejudice to the Debtor's right to seek further extensions to the Exclusivity Periods, and (b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and

¹ The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Any responses or objections to the Motion that have not been previously withdrawn or otherwise resolved are hereby overruled and denied.
3. Pursuant to section 1121(d) of the Bankruptcy Code, the Plan Exclusivity Period pursuant to section 1121(b) of the Bankruptcy Code is hereby extended through and including April 12, 2023.
4. Pursuant to section 1121(d) of the Bankruptcy Code, the Solicitation Exclusivity Period pursuant to section 1121(c) of the Bankruptcy Code is hereby extended through and including June 12, 2023.
5. Nothing herein shall prejudice the Debtor’s rights to seek further extensions of the Exclusivity Periods consistent with section 1121(d) of the Bankruptcy Code.
6. The Debtor is authorized to take all actions necessary to effectuate the relief granted by this Order.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

New York, New York

Dated: _____, 2023

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE