

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

In re:)	Chapter 15
)	
MOTORCYCLE TIRES & ACCESSORIES LLC, <i>et al.</i> , ¹)	Case No. 19-12706 (KBO)
)	Jointly Administered
)	
Debtors in a Foreign Proceeding)	Re: Docket No. 46

**ORDER GRANTING FOREIGN REPRESENTATIVE’S OMNIBUS MOTION SEEKING
ENTRY OF AN ORDER (I) AUTHORIZING (A) THE REJECTION OF CERTAIN
UNEXPIRED LEASES AND (B) ABANDONMENT OF CERTAIN PERSONAL
PROPERTY, IF ANY, EACH EFFECTIVE *NUNC PRO TUNC* TO THE APPLICABLE
SURRENDER DATE AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of KPMG, Inc., (“KPMG” or the “Foreign Representative”), in its capacity as the court-appointed monitor and duly authorized foreign representative for the above-captioned debtors (collectively, the “Debtors”) in the Canadian proceedings (the “Canadian Proceeding”) commenced under the under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”), pending before the Superior Court in Commercial Division in the in the District of Montreal (the “Canadian Court”) and upon consideration of the Codère Declaration; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that notice of the Motion has been given as set forth in the Motion and that such

¹ The Debtors in these chapter 15 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Motorcycle Tires & Accessories LLC (8629); Moncy Holding Company, Inc. (6755); Moncy Financial Services Company, Inc. (7515); Moncy LLC (3654); and Nichols Motorcycle Supply, Inc. (4371). The Debtors’ mailing address is 1550 Melissa Court, Corona, CA 92879.

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

notice is adequate and no other or further notice need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having found that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.
2. Each of the Leases set forth on **Exhibit 1** attached hereto is rejected, effective *nunc pro tunc* to the respective surrender date listed on **Exhibit 1** (each a “Surrender Date” and collectively the “Surrender Dates”).
3. The Debtors are authorized to abandon the Personal Property, if any, that may be located on the Premises and all such property is deemed abandoned effective *nunc pro tunc* to respective Surrender Dates. The applicable counterparty to each Lease may utilize or dispose of such Personal Property in its sole and absolute discretion without further notice or liability to any party (including the Debtors) claiming an interest in such abandoned property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition. The rights of the counterparty to each Lease to assert claims for the disposition of the Personal Property are reserved as are all parties’ rights to object to such claims.
4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the validity, amount or priority of any claim against the Debtors or the Foreign Representative; (ii) a waiver of the Debtors’ or Foreign Representative’s rights to dispute any claim; (iii) a promise or requirement to pay any claim; (iv) a waiver of any claim or cause of action of the Debtors or the Foreign

Representative that exists against any entity; (v) a ratification or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; (vi) a waiver of limitation of the Debtors' or Foreign Representative's rights under the Bankruptcy Code, any other applicable law or any agreement; or (vii) an admission or concession by the Debtors or the Foreign Representative that any lien is valid, and the Debtors and the Foreign Representative expressly reserve and preserve their rights to contest the extent, validity, or perfection, or seek avoidance of, any lien.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Dated: March 31st, 2020
Wilmington, Delaware

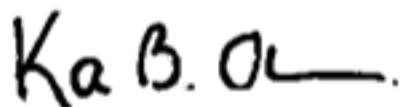

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1
(LIST OF REJECTED LEASES)

LIST OF REJECTED LEASES

Debtor/Lessee	Landlord/Lessor	Property Location	Name of Contract	Surrender Date
Motorcycle Tires and Accessories, LLC	PE Ventures Consulting LLC	6497 Hwy 33 Choudrant, LA, 71227	Commercial Warehouse Contract of Lease	March 13, 2020
Motorcycle Tires and Accessories, LLC	IMC NA LLC	28210 Cedar Park Blvd Perrysburg, OH, 43551	Lease Agreement	March 20, 2020
Motorcycle Tires and Accessories, LLC	EP Ventures Consulting LLC	1550 Melissa Court Corona, CA, 92879	Commercial Warehouse Contract of Lease	March 27, 2020