



ORDERED in the Southern District of Florida on January 10, 2014.

Erik P. Kimball, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:)	Chapter 7
)	
CLSF III IV, INC., <i>et al.</i> ,)	Case No. 12-30081-EPK
)	
Debtors.)	Substantively Consolidated
)	

ORDER GRANTING TRUSTEE’S MOTION FOR ENTRY OF ORDER AUTHORIZING SALE OF INSURANCE POLICY TO MIDWEST FUND I, LLC, FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

THIS CAUSE came before the Court on January 9, 2014 at 11:00 a.m. (the “Sale Hearing”) in West Palm Beach, Florida, upon the *Trustee’s Motion for Entry of Order Authorizing Sale of Insurance Policy to Midwest Fund I, LLC, Free and Clear of Liens, Claims and Encumbrances* [ECF No. 646] (the “Sale Motion”) dated December 18, 2013, filed by Deborah C. Menotte, as chapter 7 trustee (“Trustee” or “Seller”) for the above-captioned debtors (“Debtors”), substantively consolidated with certain non-debtor entities (the “SubCon Entities”) pursuant to this Court’s *Order Granting Trustee’s Second Amended Motion for Substantive*

Consolidation of the Jointly Administered Estates [ECF No. 561]. The Court, having considered the Motion, which seeks authorization to sell the Trustee's interest in an insurance policy, issued by MetLife Insurance Company of Connecticut, in the face amount of \$4,000,000.00 on the life of John S. Hamilton (the "Hamilton Policy") to Midwest Fund I, LLC, free and clear of all liens, claims and encumbrances, with any such liens, claims and encumbrances to attach to the sale proceeds, pursuant to a *Purchase and Sale Agreement By and Between Midwest Fund I, LLC and Deborah C. Menotte, as Chapter 7 Trustee, as Seller for BGI XVI Corporation* (the "Purchase Agreement"), having noted that no higher and better offers for the purchase of the Hamilton Policy were received, and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, the SubCon Entities, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:¹

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over this matter and over the Debtors' estates and their property pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 7 cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein.

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and this Order shall take effect immediately upon its entry.

E. Pursuant to this Court's *Order Granting Trustee's Motion to Approve Mediated Settlement Agreement Between (I) Trustee; and (II) Life Capital Group II, LLC, With Respect to Adversary No.: 13-01153-EPK* [ECF No. 557] (the "Hamilton Settlement Order"), the Hamilton Policy, as identified in the Purchase Agreement, constitutes an asset of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory predicates for the relief sought in the Sale Motion and the basis for the approvals and authorizations herein are (i) sections 102, 105, and 363 of the Bankruptcy Code and (ii) Bankruptcy Rules 2002, 6004, 9007 and 9014.

G. On August 22, 2012 (the "Petition Date"), this case was commenced through the filing of an involuntary bankruptcy petition pursuant to chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (West Palm Beach Division) (the "Bankruptcy Court" or this "Court").

H. On August 28, 2012, a Notice of Appointment of Deborah C. Menotte as Interim Chapter 7 Trustee was filed with the Court [ECF No. 17]. On March 19, 2013, Deborah C. Menotte became the permanent Chapter 7 Trustee in each of the then jointly administered cases.² *See*, Order on Motion for Resolution of Disputed Elections [ECF No. 320].

² For purposes of this Order, Deborah C. Menotte will be referred to as the "Trustee."

I. Thirty-two affiliates (the “Affiliates”) of the Debtor filed voluntary petitions for relief under Chapter 7 of the Bankruptcy Code between October 24, 2012 and November 7, 2012.

J. On October 2, 2013, the Chapter 7 cases of the Debtor, the Affiliates and the SubCon Entities were substantively consolidated pursuant to this Court’s *Order Granting Trustee’s Second Amended Motion for Substantive Consolidation of the Jointly Administered Bankruptcy Estates* [ECF No. 561].

K. Actual written notice of, and a reasonable opportunity to object or be heard with respect to, the Sale Hearing, the Sale Motion and the transactions contemplated by the Purchase Agreement has been afforded to all known interested entities, including, but not limited to the following parties: (i) all creditors and other parties in interest, including all foreign investors; (ii) all entities, if any, known to have asserted a secured claim against the Debtors’ estates; (iii) any parties who the Trustee believes may have an interest in purchasing the Hamilton Policy; (iv) the United States Trustee’s Office; and (v) all parties that have requested notice pursuant to Bankruptcy Rule 2002.

L. The Trustee has articulated good and sufficient reasons for this Court to grant the relief requested in the Sale Motion.

M. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Sale Hearing and the transactions contemplated by the Purchase Agreement has been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014. The Trustee has also complied with all obligations to provide notice of the Sale Motion, and the Sale Hearing. Such notice was good and sufficient and appropriate under the particular

circumstances. No other or further notice of the Sale Motion the Sale Hearing, or of the entry of this Order is necessary or shall be required.

N. The Trustee has demonstrated compelling circumstances and good, sufficient, and sound business purposes and justifications for the sale of the Hamilton Policy. Such business reasons include, but are not limited to, the facts that: (i) there is substantial risk of deterioration of the value of the Hamilton Policy if the sale is not consummated quickly; and (ii) the Purchase Agreement constitutes the best opportunity to realize the value of the Hamilton Policy.

O. As demonstrated by (i) testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, (a) afforded interested potential purchasers a full, fair and reasonable opportunity to submit their highest or otherwise best offer to purchase the Hamilton Policy, and (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Hamilton Policy.

P. Midwest Fund I, LLC's ("Purchaser") offer in the amount of \$1,150,000.00, upon the terms and conditions set forth in the Purchase Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Purchase Agreement: (i) is the highest and best acceptable offer received by the Trustee; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; (iv) constitutes full and adequate consideration and reasonably equivalent value for the Hamilton Policy; and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

Q. The Purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of the

Bankruptcy Code with respect to the Hamilton Policy. The Purchase Agreement was negotiated and entered into in good faith and without collusion or fraud of any kind and the sale of the Hamilton Policy pursuant to the Purchase Agreement may not be avoided pursuant to section 363(n) of the Bankruptcy Code. Neither the Trustee nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Purchase Agreement or to the consummation of the sale transaction and transfer of the Hamilton Policy. The Purchaser is entitled to all the protections and immunities of section 363(m) of the Bankruptcy Code. The Purchaser is not an “insider” of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

R. The Trustee has full power and authority to execute and deliver the Purchase Agreement and the other instruments and agreements to be executed and delivered by the Trustee to consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the right to assign to Purchaser the interests of the Trustee and the Debtors with respect to the Hamilton Policy, free and clear of all encumbrances.

S. The Trustee has full power and authority to execute the Purchase Agreement and all other documents contemplated thereby. No consents or approvals, other than as may be expressly provided for in the Purchase Agreement, are required by the Trustee or the Debtors.

T. The Trustee, in her capacity as chapter 7 trustee for the Debtors, as substantively consolidated with the SubCon Entities, has the right to market and sell the Hamilton Policy, and the Hamilton Policy constitutes as asset of the Debtors’ bankruptcy estates, and the Trustee is authorized to sell, pursuant to Section 363(b) of the Bankruptcy Code, the Hamilton Policy to Purchaser, free and clear of all Liens, Claims, Rights, Encumbrances and Interests (as defined

below) pursuant to Section 363(f) of the Bankruptcy Code (with any such Liens, Claims, Rights, Encumbrances and Interests attaching to the proceeds of sale);

U. Except as otherwise provided in the Purchase Agreement, the Hamilton Policy shall be sold free and clear of all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Trustee, the SubCon Entities, the Debtors or the Debtors' predecessors or affiliates, claims (as that term is defined in 11 U.S.C. §101(5), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than as expressly provided in the Purchase Agreement; collectively,

“Liens, Claims, Encumbrances and Interests”) with such Liens, Claims, Encumbrances and Interests to attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as before the Closing, and the Purchaser would not enter into the Purchase Agreement to purchase the Hamilton Policy otherwise.

V. The transfer of the Hamilton Policy to the Purchaser is a legal, valid and effective transfer of the Hamilton Policy, and, except as may otherwise be provided in the Purchase Agreement, shall vest the Purchaser with all right, title and interest of the Debtors to the Hamilton Policy free and clear of any and all Liens, Claims, Encumbrances and Interests. Except as specifically provided in the Purchase Agreement or this Order, the Purchaser shall not assume or become liable for any Liens, Claims, Encumbrances and Interests relating to the Hamilton Policy being sold by the Trustee.

W. The transfer of the Hamilton Policy to the Purchaser free and clear of all Liens, Claims, Encumbrances and Interests will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances and Interests as all such Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Hamilton Policy received by the Trustee or the Debtors in the order of their priority, with the same validity, force and effect which they now have as against the Hamilton Policy and subject to any claims and defenses the Trustee, the Debtors or other parties may possess with respect thereto. All persons having Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in any of the Debtors, the SubCon Entities or the Hamilton Policy shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances or Interests against the Purchaser, any of its assets, property, successors or assigns, or the Hamilton Policy.

X. The Trustee may sell the Hamilton Policy free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those holders of Liens, Claims, Encumbrances and Interests who did not object, or who withdrew their objections, to the sale of the Hamilton Policy and the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections, if any, to the Sale Motion have been resolved or overruled.

Y. If the sale of the Hamilton Policy to the Purchaser was not free and clear of all Liens, Claims, Encumbrances and Interests, or if the Purchaser would, or in the future could, be liable for any of the Liens, Claims, Encumbrances and Interests, the Purchaser would not have entered into the Purchase Agreement and would not consummate the sale or the transaction contemplated by the Purchase Agreement, thus adversely impacting the Trustee, Debtors, their estates and their creditors.

Z. To maximize the value of the Hamilton Policy, it is essential that the Closing occur on the latest of (a) one business day after the entry of this Order; and (b) one business day after the date on which the conditions in Section 2.07 of the Purchase Agreement are satisfied, or any later time or date designated by the Court or by written agreement signed by both the Purchaser and the Trustee. Time is of the essence in consummating the transaction contemplated by the Purchase Agreement.

AA. In the absence of a stay pending appeal, the Purchaser is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the transactions contemplated by the Purchase Agreement at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rule 6004(h).

BB. The offer by the Purchaser is the highest and best acceptable offer as determined by the Trustee, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Hamilton Policy.

CC. Given all of the circumstances of the chapter 7 cases and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the transactions contemplated by the Purchase Agreement constitute a reasonable and sound exercise of the Trustee's business judgment, are in the best interests of the substantively consolidated Debtors and SubCon Entities, their estates, the creditors of the estates and each other Person with an interest in any estate.

DD. The consummation of the transactions contemplated by the Purchase Agreement is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted and approved and the transactions contemplated thereby and by the Purchase Agreement are approved, as set forth in this Order.

2. All objections, responses, and requests for continuance concerning the Sale Motion have been previously ruled on by this Court, or have been withdrawn or waived. To the

extent any such objection, response or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.

3. Notice of the Sale Motion, Sale Hearing, and the transactions contemplated by the Purchase Agreement was fair and adequate and appropriate under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004 and L.R. 6004-1.

Approval of Sale

4. The Purchaser's offer for the Hamilton Policy, as embodied in the Purchase Agreement, was deemed by the Trustee to be the highest and best offer for the Hamilton Policy as determined by the Trustee (thereby providing a greater recovery for the Debtors' estates than would be provided by any other available alternative), and the Purchase Agreement, and all of the terms and conditions thereof, is hereby approved in all respects.

5. The sale of the Hamilton Policy, and the consideration provided by the Purchaser under the Purchase Agreement, is fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Purchase Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification or vacatur shall be

governed in all respects by the original provisions of this Order and the Purchase Agreement, as the case may be.

7. The Seller is hereby authorized to fully assume, perform under, consummate and implement the terms of the Purchase Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Purchase Agreement, this Order and sale of the Hamilton Policy contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Hamilton Policy, as may be necessary or appropriate to the performance of the Seller or Debtors' obligations as contemplated by the Purchase Agreement, without any further corporate action or orders of this Court. Neither the Purchaser nor the Seller shall have an obligation to proceed with the Closing under the Purchase Agreement until all conditions precedent to their respective obligations to do so have been met, satisfied or waived.

8. Effective as of the Closing, the sale of the Hamilton Policy by the Seller to the Purchaser shall constitute a legal, valid and effective transfer of the Hamilton Policy notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all right, title and interest of the Seller in and to the Hamilton Policy, free and clear of all Liens, Claims, Encumbrances and Interests of any kind, pursuant to section 363(f) of the Bankruptcy Code, and will vest Purchaser and its successors and assigns with good, valid and marketable title to all of the Interests with respect to the Hamilton Policy free and clear of all Encumbrances.

9. The Trustee has, to the extent to the necessary, satisfied the requirements of Bankruptcy Code section 363(b)(1), and, accordingly, appointment of a consumer privacy ombudsman pursuant to Bankruptcy Code sections 363(b)(1) or 332 is not required with respect to the relief requested in the Sale Motion.

10. The Hamilton Policy does not constitute an executory contract and, accordingly, no approval is required under section 365 of the Bankruptcy Code.

Transfer of Assets

11. Except to the extent specifically provided in the Purchase Agreement, upon the Closing, the Seller shall be, and hereby is, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell the Hamilton Policy to the Purchaser. The sale of the Hamilton Policy vests the Purchaser with all right, title and interest of the Debtors and the SubCon Entities to the Hamilton Policy free and clear of any and all Liens, Claims, Encumbrances and Interests and other liabilities, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, with all such Liens, Claims, Encumbrances and Interests to attach only to the proceeds of the sale with the same priority, validity, force, and effect, if any, as they now have in or against the Hamilton Policy. Following the Closing Date, no holder of any Liens, Claims, Encumbrances and Interests in the Hamilton Policy may interfere with the Purchaser's use and enjoyment of the Hamilton Policy based on or related to such Liens, Claims, Encumbrances and Interests, or any actions that the Trustee may take in the chapter 7 cases and no person may take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Purchase Agreement or this Order. Life Capital Group II, LLC shall sign any documents necessary to transfer title to the Purchaser pursuant to the Hamilton Settlement Order.

12. All of the Seller's, Debtors' and SubCon Entities' interests in the Hamilton Policy to be acquired by the Purchaser under the Purchase Agreement shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Purchaser. Upon the occurrence of the Closing, this Order shall be construed and considered for any and all purposes a full and complete general assignment, conveyance and transfer of the Hamilton Policy acquired by the Purchaser under the Purchase Agreement and/or a bill of sale or assignment transferring indefeasible title and interest in the Hamilton Policy to the Purchaser.

13. Except as expressly permitted or otherwise specifically provided by the Purchase Agreement or this Order, the Purchaser is not assuming nor shall it or any affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors or SubCon Entities in any way whatsoever relating to or arising from the Trustee, Debtors' or SubCon Entities' ownership of the Hamilton Policy prior to the consummation of the transactions contemplated by the Purchase Agreement, or any liabilities calculable by reference to the Debtors, the SubCon Entities or the Hamilton Policy, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Purchase Agreement, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchaser or any affiliate of the Purchaser.

14. Upon the submission of duly completed and executed Ownership Change Forms³ and Beneficiary Change Forms with respect to the Hamilton Policy which name Purchaser or its designee as owner and beneficiary, the related Insurer shall record Purchaser or its designee (as set forth in the applicable Ownership Change Form or Beneficiary Change Form, as the case may

³ Unless otherwise defined herein, all definitions are as utilized in the Asset Purchase Agreement.

be) as the sole owner and sole beneficiary of the Hamilton Policy, and provide a written Acknowledgement thereof to Seller or Purchaser, within 14 days of such submission.

15. This Order and Purchase Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors, Trustee, and Purchaser, their respective successors and permitted assigns, including, without limitation, any trustee hereinafter appointed for the Debtors' Estates, all creditors of any Debtor or SubCon Entity (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Hamilton Policy.

16. Each and every federal, state and local government agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

17. The failure specifically to include any particular provisions of the Purchase Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Trustee and the Purchaser that the Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to the Closing.

18. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

19. To the extent this Order is inconsistent with any prior order or pleading with respect to the Sale Motion filed in this case, the terms of this Order shall govern and control.

20. To the extent there are any inconsistencies between the terms of this Order and the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

21. The provisions of this Order are non-severable and mutually dependent without written consent of Purchaser.

22. Nothing in any order of this Court shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

23. Notwithstanding Bankruptcy Rules 6004 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Sale Motion shall be deemed to provide sufficient notice of the Trustee's request for relief from stay. In the absence of any person or entity obtaining a stay pending appeal, the Trustee and the Purchaser are free to close under the Purchase Agreement at any time, subject to the terms of the Purchase Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Seller and the Purchaser close under the Purchase Agreement, the Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Purchase Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

24. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order and the Purchase Agreement in all respects and to decide any disputes concerning this Order and the Purchase Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Purchase Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Hamilton Policy and any Assigned Contracts and all issues and

disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Encumbrances and Interests.

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Submitted by:

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Copy furnished to:

Leslie Gern Cloyd, Esq.
(Attorney Cloyd is directed to serve conformed copies of this Sale Order upon all parties in interest, and to file a Certificate of Service with the Court confirming such service.)