EXHIBIT D

SO ORDERED: October 26, 2004.

Basil H. Lorch III
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:	)	Chapter 11
	)	
Kiel Bros. Oil Company, Inc., and	)	Case No. 04-11121-BHL-11
KP Oil, Inc.	)	Case No. 04-11167-FJO-11
	)	
Debtors.	)	Jointly Administered under
	)	Case No. 04-11121-BHL-11

ORDER GRANTING IN PART DEBTORS' SALE MOTION
AND APPROVING CERTAIN SALE PROCEDURES

This matter is before the Court on the Motion For Order Pursuant To 11 U.S.C. §§ 105(a), 363, 365 And 1146(c) And Fed R. Bankr. P. 2002, 6004 And 6006 (A) Approving

[1] On June 15, 2004, the Court entered an Order Granting Motion for Joint Administration of Kiel Bros. Oil Company, Inc. ("Kiel Bros.") (Case No. 04-92128-BHL-11) and KP Oil, Inc. ("KP") (Case No. 04-92129-BHL-11) under Case No. 04-92128-BHL-11. The Kiel Bros. and KP bankruptcy cases (the "Cases") were filed in the New Albany Division of the United States Bankruptcy Court for the Southern District of Indiana. On June 17, 2004, by order of the Court, the Cases were transferred to the Indianapolis Division. Kiel Bros. has been assigned a new case number of 04-11121-BHL-11 and KP has been assigned a new case number of 04-11167-FJO-11 and the Cases are jointly administered under 04-11121-BHL-11.

Asset Purchase Agreement; (B) Authorizing Sale And Transfer Of Assets To Marathon Oil Company Or To Another Highest Or Otherwise Best Bidder; (C) Approving Certain Sale Procedures; (D) Authorizing Assumption And Assignment Of Certain Executory Contracts And Leases; And Shortening Notice For Hearing Thereon (the "Sale Motion"). filed by Kiel Bros. Oil Company, Inc. ("Kiel Bros.") and KP Oil, Inc. ("KP Oil"), the above-captioned debtors and debtors in possession (collectively, the "Debtors" and sometimes hereafter "Seller").

The Sale Motion, in part, asks this Court to (A) establish procedures for the sale of certain Assets (the "Proposed Sale"), as more particularly described in that certain Asset Purchase Agreement dated as of October 20, 2004 (the "Agreement") by and among Debtors, on the one hand, and Marathon Oil Company ("Marathon" or the "Buyer") on the other hand, (B) certain overbid protections and a break-up fee, (C) the form of notice for the Proposed Sale, and (D) the form of notice and procedure regarding assumption and assignment of certain executory contracts and unexpired leases (the "Section 365 Contracts") (collectively, the "Sale Procedures").

As requested by the Debtors in the Sale Motion, this Court conducted a preliminary hearing on October 25, 2004 to consider the Sale Procedures (the "Procedures Hearing"). By this Order, the Court rules *only* as to the Sales Procedures. The remaining relief requested in the Sale Motion will be heard at the Approval Hearing[2] on November 2, 2004.

This Court, having reviewed the Sale Procedures described in the Sale Motion, the Limited Objection to the Sale Motion filed by Rozomo, Inc. ("Rozomo"), the Objection of BP Products North America, Inc. ("BP Products") to the Sale Motion, the Objection of Ronald and Veda Eddy (the "Eddys") to the Sale Motion, the Limited Objection of National City Bank of Indiana ("National City") to the Sale Motion, and the oral objection to the Sale Motion

[2] Capitalized terms used herein and not defined shall have the meaning given to them in the Sale Motion.

expressed by counsel for Home Federal Savings and Loan ("Home Federal") (any one of the foregoing objections and limited objections is referred to as an "Objection" and collectively they are referred to as the "Objections"), all pleadings and affidavits filed to date, having heard the arguments of counsel at the Procedures Hearing, and being otherwise duly advised, now GRANTS the Sale Procedures described in the Sale Motion, subject to modifications expressed and given effect by this Order, it appearing to the Court that it has been made for good cause. Accordingly,

THE COURT HEREBY FINDS THAT:

1.

The Sale Procedures described in the Sale Motion are reasonable, represent a sound exercise of Debtors' business judgment and are in the best interest of Debtors' estates.

2.

Good cause exists for approving the Sale Procedures.

3.

Debtors' proposals set forth in the Sale Motion regarding the timing, form and scope of notices relating to the Sale Motion, including notice of the Procedures Hearing, complies with General Order 03-10 and is adequate and sufficient under the circumstances and the proposed notice regarding the assumption and assignment of the Assumed Leases and Assumed Contracts and the method for determining cure amounts is reasonable and appropriate.

4.

The Break-Up Fee and Expense Reimbursement to be paid under the circumstances as set forth in the Agreement are (a) an actual and necessary cost and expense of preserving the Debtors'

estates, within the meaning of section 503(b) of the Bankruptcy Code, (b) commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Buyer, (c) reasonable and appropriate, in light of the size and nature of the proposed transaction and comparable transactions, the commitments that have been made, and the efforts that have been and will be expended by the Buyer, and (d) necessary to induce the Buyer to continue to pursue the transaction and to continue to be bound by the Agreement.

5.

Moreover, the Debtors' bankruptcy estates' authorization to pay the Break-Up Fee and the Expense Reimbursement is an essential inducement and condition relating to the Buyer's entry into, and continuing obligations under, the Agreement. Unless it is assured that each of the Break-Up Fee and Expense Reimbursement will be made in each of the circumstances described in the Agreement, the Buyer is unwilling to remain obligated to purchase the Assets or be otherwise bound under the Agreement (including the obligation to maintain committed to its offer while such offer is subjected to higher or otherwise better offers as contemplated by the Bidding Procedures). The Debtors' promise to pay each of the Break-Up Fee and the Expense Reimbursement has induced the Buyer to submit a bid that will serve as a minimum or floor bid on which the Debtors, their creditors, and other bidders can rely. The Buyer has provided a material benefit to the Debtors and their creditors by increasing the likelihood that the best possible purchase price for the Assets will be received. Accordingly, the Expense Reimbursement and the Break-Up Fee are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates and creditors.

6.

The Agreement and its terms were negotiated by the Debtors and the Buyer in good faith and in an arms-length manner.

NOW, THEREFORE, IT IS HEREBY ORDERED:

A.

The Sale Procedures are hereby APPROVED subject to any modifications provided for herein. The Limited Objection filed by National City seeks a clarification of a closing condition in the Agreement, and therefore will be heard and resolved at the Approval Hearing (hereinafter defined). All of the remaining Objections to the Sale Procedures are hereby OVERRULED.

B.

Participation Requirements; Bid Deadline. To participate in the Bidding Process, each interested party (a "Potential Bidder") must deliver (unless previously delivered) (i) current financial statements of the Potential Bidder or other sufficient evidence (the "Financial Documentation") of such Potential Bidder's ability to consummate the purchase of the Assets at an amount equal to or greater than the amount of the Initial Minimum Overbid, and (ii) an alternative Qualified Bid (as defined below) for a competing transaction proposing the purchase or some other transaction regarding all or a portion of the Assets (a "Competing Transaction") under which Debtors would receive consideration in an amount equal to or greater than the Initial Minimum Overbid. Such information shall be delivered to (1) Debtors' counsel, Baker & Daniels, Attn: Jay Jaffe, 600 East 96th Street, Suite 600, (2) Buyer's counsel, Rob Brown and Mary Fullington, Wyatt, Tarrant & Combs, 1600 Lexington Financial Center, 250 West Main St, Lexington, KY 40507-1756, (3) counsel for National City Bank, (f) Counsel for the Mortgage Holders and (5) counsel for the official committee of unsecured creditors (the "Committee"), so it is received no later than ***Thursday, October 28, 2004 at 10:00 a.m.*** (the "Bid Deadline").

C.

Auction. An auction (the "Auction") shall be held at the Indianapolis Airport Radisson Hotel in

Indianapolis, Indiana, at 10:00 a.m. on Thursday, October 28, 2004, at which higher or better offers may be presented to Debtors.

D.

Break-Up Fee. If the Closing with Buyer does not occur as a result of (A) Debtors' breach of the Agreement or (B) Debtors' receipt of a third party offer at the Auction (and such third party offer is subsequently approved by the Bankruptcy Court and closes), then Buyer will be entitled to receive from Debtors a flat fee payment (not dependent on amounts actually expended or incurred by Buyer) in cash in an amount equal to $750,000 (the "Break-up Fee"), which payment shall be considered liquidated damages to Buyer and shall reimburse Buyer for all out-of-pocket fees and expenses actually incurred by Buyer (including, without limitation, reasonable attorney's fees and expenses and the fees and expenses of environmental consultants) in connection with the Agreement up to a maximum of $50,000 (the "Expense Reimbursement") and such payments shall be paid (1) in the case of (A) above, to Buyer as an administrative expense to be paid prior to any other disbursements in the event Buyer has terminated the Agreement as a result of such breach, or (2) in the case of (B) above, to Buyer concurrently with the consummation of and solely from the proceeds of such third party sale. Provided, however, that in the event that a third party sale is not consummated on or before November 30, 2004, Debtors and Buyer shall close the transactions contemplated by the Agreement upon the terms and conditions set forth herein; and provided further, that in such event the Closing Date will be extended to a date no later than twenty-one (21) days following the date on which Seller provides notice to Buyer that the third party sale will not be consummated. And provided further, that it will be a condition to receive the Break-up Fee and Expense Reimbursement that Buyer must first waive any and all claims against Debtors under the Agreement.

E.

Payment of the Break-Up Fee. Debtors are authorized and directed, without need for further order of the Bankruptcy Court, to pay Buyer the Break-Up Fee and Expense Reimbursement, which shall be paid out of the Debtors' bankruptcy estate, and the claim or claims of Buyer to payment of either or both of the Break-Up Fee and Expense Reimbursement shall constitute an allowed administrative expense claim arising under Bankruptcy Code §§ 503(b) and 507(a)(1). If the Auction results in the selection a bidder other than Buyer, ("Successful Bidder"), then the Successful Bidder and/or the Debtors are directed to immediately cause the Break-Up Fee and the Expense Reimbursement to be paid to the Buyer directly from the proceeds associated with the sale to such Successful Bidder. Pursuant to § 364(c)(1) of the Bankruptcy Code, Buyer shall have a super-priority administrative expense claim payable out of the Seller's cash or Deposit of the Successful Bidder.

F.

Competing Bids. All competing bids shall (A) be on substantially the same terms as the Agreement, (B) not include terms and conditions which are more burdensome or less favorable to the Debtors than the terms of the Agreement, and (C) be for all of the Assets.

G.

Qualified Bidder. Debtors shall (i) determine whether any person who expresses interest, other than the Buyer (who shall automatically be considered a "Qualified Bidder," as defined below), is a "Qualified Bidder;" (ii) coordinate the efforts of Qualified Bidders in conducting their due diligence investigations of the Assets, (iii) receive offers from Qualified Bidders, and (iv) negotiate any offers made to purchase the Assets on substantially the same terms as the Agreement (collectively, the "Bidding Process"). Any person or entity who wishes to participate

in the Bidding Process must be a Qualified Bidder, deemed "financially qualified" by the Debtor and the Debtors' financial advisors. Neither Debtors nor their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets to any person who is not a Qualified Bidder.

H.

Overbids. No prospective purchaser(s) which bid(s) for the Assets at the Auction shall be entitled to purchase the Assets unless such prospective purchaser submits at the conclusion of the Auction a deposit equal to or greater than the amount of the Initial Deposit hereunder and agrees to supplement such deposit with a deposit equal to or greater than the amount of the Second Deposit (if that bidder is the successful bidder at the Auction) and offers to purchase the Assets for consideration (including all cash, non-cash consideration and Assumed Liabilities) which, when coupled with the consideration received by Debtors in conjunction with the Assets that may not be part of such purchaser's offer, is in an amount equal to not less than the sum of (such sum being referred to as the "Initial Overbid Amount"): (A) the Purchase Price (including the Base Purchase Price, the Petroleum Inventory Price, the Merchandise Inventory Price and the amount of Change Funds), plus (B) the Break-up Fee plus (C) the Expense Reimbursement in amount requested by Buyer in writing prior to the commencement of the Auction, plus (D) $250,000.

I.

Further Overbids. After the Initial Overbid Amount, all further overbids must be in increments of at least $100,000 in excess of the Initial Overbid Amount or the then prevailing bid. After the Initial Overbid Amount, the Debtors must consider the amount of or entitlement to payment of the Break-up Fee and Expense Reimbursement in determining the highest or best offer for the

Assets. Should overbidding take place, the Buyer shall have the right, but not the obligation, to participate in the overbidding and to be approved as the over bidder at the Approval Hearing based upon any such overbid and may credit bid the amount of the Break-Up Fee and Expense Reimbursement.

J.

Deposits. The Deposits shall not be property of the Debtors' bankruptcy estates, shall not become the property of the Debtors' bankruptcy estates to the extent necessary to pay the Expense Reimbursement and Break-Up Fee, and no party shall have a lien on or right to the Deposit of the Successful Bidder, superior to the interest of the Buyer for payment of the Expense Reimbursement and Break-Up Fee.

K.

Form of Qualified Bid(s). To be a Qualified Bidder, a competing bid must be (i) in writing and be irrevocable; (ii) be on substantially the same terms as the Agreement; (iii) not include any financing contingency; (iv) not include terms and conditions which are more burdensome or less favorable to Seller than the terms of the Agreement; (v) be for all or substantially all of the Assets and Properties; and (vi) include a copy of the Agreement marked to show any proposed changes.

L.

Qualified Bidder. A "Qualified Bidder" is a Potential Bidder that delivers the documents described above and whose financial information demonstrates, in the judgment of Debtors, the financial capability to consummate the purchase of the Assets on terms consistent with the Agreement. The Buyer is automatically deemed a Qualified Bidder based on its willingness to act as stalking horse bidder in connection with the Auction for the Assets and Debtors' prior

determination of the Buyer's financial qualifications. Any disputes as to whether a person is a Qualified Bidder shall be resolved by the Court prior to the commencement of the Auction. Debtors shall promptly notify a Potential Bidder whether the Potential Bidder is a Qualified Bidder.

M.

Bid Requirements; Qualified Bids. A "Qualified Bid" is a legally binding offer from a Qualified Bidder not subject to financing contingencies or other material conditions other than those set forth in the Agreement. For purposes hereof, the Agreement shall constitute a Qualified Bid. A Qualified Bid to enter into a Competing Transaction must be in writing and submitted using a form that is substantially similar to the Agreement. Such proposal shall be made on terms and conditions substantially similar to those contained in the Agreement (except as may constitute an improvement on the terms set forth therein), and must be accompanied by a "clean" version of the revised Agreement together with a blacklined version to reflect any proposed changes to the terms and conditions of the original Agreement.

N.

Credit Bid.

An entity that holds a lien on a property subject to the Agreement (an "Affected Lender") may participate in the Auction and may submit as part of its Qualified Bid a credit bid pursuant to Section 363(k) of the Bankruptcy Code in any amount up to the amount of the Affected Lender's Claim secured by its lien on such property; provided, however, that the Affected Lender must be a "Qualified Bidder" and submit a "Qualified Bid" pursuant to the terms of this Order. An Affected Lender will not be permitted to submit a credit bid on individual sites or properties that are subject to the Agreement unless that credit bid is part of a bid on all of the sites or properties

that are subject to the Agreement. An Affected Lender will be presumed to be financially qualified with respect to the amount of the Affected Lender's claim secured by its lien on the properties subject to the Agreement. An Affected Lender must establish financial capability with respect to the amount of the purchase price bid which exceeds the credit bid amount. An Affected Lender may credit bid the full amount of its claim secured by a lien on the properties subject to the Agreement, only to the extent and on the condition that the Affected Lender agrees and has the financial capability to substitute cash (the "True Up Obligation") for any portion of the credit bid later determined to be unavailable to the Affected Lender for any reason, including without limitation (i) the claim of the Affected Lender is not secured by a first lien on the property subject to the Agreement, (ii) the amount of the claim exceeds the value of the property to which the lien attaches (in which case, the credit bid amount will be limited to the value of the property), (iii) the claim of the Affected Lender is subordinated to the claim of another Affected Lender, or (iv) the claim amount is determined to be less than the amount claimed and credit bid by the Affected Lender. In calculating the True Up Obligation, marshalling arguments reserved under the Final Order Authorizing Debtors To Obtain Post-Petition Secured And Super Priority Financing, Authorizing The Debtors To Use Cash Collateral And Providing Adequate Protection (the "DIP Order") continue to be preserved.

Auction. All Qualified Bidders may participate in the Auction. The Auction shall not conclude until each participating Qualified Bidder has had the opportunity to submit any additional overbids with full knowledge of the existing highest or best bid. In the event that a Qualified Bidder submits an additional overbid, Buyer shall be entitled to credit bid the amount of the Break-Up Fee and Expense Reimbursement. In order for any Qualified Bid(s) to be considered as a higher or better offer(s), (i) such Qualified Bid(s) must be upon and subject to substantially the same or better terms and conditions as those contained in the Agreement and must also provide for an aggregate alternative purchase price, in cash for the Assets of not less than the Initial Minimum Overbid plus any minimum subsequent overbid amounts, as the case may be (including Buyer's credit bid of the Break-Up Fee and Expense Reimbursement); (ii) such Qualified Bid(s) must not be subject to financing; and (iii) such Qualified Bidder(s) must be prepared to provide

evidence, satisfactory to Debtors and approved by this Court,[3] of such Qualified Bidder's financial ability to perform in the event that their Qualified Bid(s) are accepted as higher or better than the bid of any other Qualified Bidder and must demonstrate, and provide adequate assurance of, such Qualified Bidder's ability to perform under the Section 365 Contracts, if and to the extent the proposed Competing Transaction includes the assumption and assignment of any such Section 365 Contracts. Bidding at the Auction will continue until such time as the highest or best offer is determined by Debtors. Debtors may adopt rules for the Bidding Process that, in its judgment, will better promote the goals of the Bidding Process, and that are not inconsistent with any of the provisions of this Order. O.

Qualifying Bids To Remain Open. All qualifying bids at the Auction shall remain open and subject to acceptance by Seller for a period of forty (40) days following entry of the Sale Order, following which period the deposits of all bidders who were not the Successful Bidder at auction or later accepted, shall be refunded.

P.

Highest Bidder. Through the course of and upon conclusion of the Auction, Debtors in consultation with National City Bank and the Committee shall review the Qualified Bid(s) on the basis of among other things, the following: (a) the amount of the Qualified Bid(s), (b) the form of consideration, (c) the form of the proposed transaction, (d) the ability to obtain approval from this Court and other required approvals for the sale and to close in a timely fashion, and (e) the net value provided to Debtors and such other aspects as determined by Debtors and shall submit the highest or otherwise best bid (the "Successful Bid") at a hearing (the "Approval Hearing") for approval by this Court pursuant to Bankruptcy Code § 363. The party making the Successful Bid is referred to herein as the "Successful Bidder." Debtors have asked this Court to provide in its final Order approving the sale of the Assets (the "Sale Order") that upon failure to consummate the sale because of a breach

[3] Pursuant to General Order 03-10, ¶ 8.6, unless this Court orders otherwise, the Qualified Bidder "must be prepared to demonstrate through an evidentiary hearing, its ability to consummate the transaction if it is the successful Buyer or bidder, along with evidence regarding any financial contingencies to closing the transaction." The Buyer has indicated its willingness and ability to do so.

or failure on the part of the initial Successful Bidder, Debtors may select in its business judgment the next highest or otherwise best Qualified Bidder to be the Successful Bidder without further order of this Court and consummate the sale with such next highest or otherwise best Qualified Bidder. At the Approval Hearing, the Court will consider the inclusion of such a provision in its final Sale Order. If Debtors do not receive any Qualified Bids by the Bid Deadline, other than from the Buyer, Debtors shall report the same to this Court and shall proceed to seek approval of the Proposed Sale of the Assets to Buyer pursuant to the Agreement at the Approval Hearing.

Q.

Approval Hearing. The Court shall conduct the Approval Hearing on November 2, 2004, at 2:00 p.m. (EST) at which time, the Court will consider approval of the Proposed Sale to the Successful Bidder.

R.

Cure Notice. The form of Debtors' cure notice (the "Cure Notice") setting forth the cure amount that the Debtors believe is necessary to assume such contract or lease pursuant to Section 365 of the Bankruptcy Code (the "Cure Amount") and Debtors' notice to each non-debtor party that such party's lease or contract may be designated for assumption by Debtors and assignment to Buyer is hereby APPROVED.

S.

Procedure For Assumption And Assignment Of Assigned Contracts And Assigned Leases. Any objection to the assumption or assignment of any Assumed Lease or Assumed Contract or the amount or terms of payment of the Cure Amount thereunder must be filed and served as provided in the paragraph below on or before October 29, 2004 (the "Cure

Objection Deadline"). Any objection to the amount or terms of payment of the Cure Amount must state with specificity what cure the party to the Assumed Contract or Assumed Lease believes is required with appropriate documentation in support thereof. If no objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any Section 365 Contract or other document, the Debtor will remain obligated to pay such additional amounts that may become due between the date of the Approval Hearing and the date of assumption and assignment, and the non-debtor party to the Section 365 Contract shall be forever barred from asserting any other claim arising prior to the Approval Hearing against the Debtors or Buyer or any other Successful Bidder as to the Section 365 Contract, and the non-debtor party shall be deemed to have consented to the assumption and assignment of the Section 365 Contract.

T.

Payment of Market Place Advisors. The fees and expenses incurred by MPA with respect to their services in conducting the Auction and communicating, negotiating, and facilitating timely implementation and consummation of the Sales, shall be paid out of the sale proceeds at the Closings. Amounts sufficient to pay all of MPA's fees and expenses shall be reserved from the sale proceeds of one or more Closings, shall not become property of the estate, and shall be paid to MPA at the Closings, subject only to any possible adjustment following this Court's entry of a final order approving MPA's final fee application.

U.

Service of Procedures Order. Within two days of the entry of this Procedures Order the

Debtors shall serve this Procedures Order upon the following persons in the manner indicated, in accordance with the Bankruptcy Rules and General Order 3-10 of this Court on (i) the United States Trustee; (ii) counsel to National City; (iii) the Mortgage Holders and their counsel, if any have appeared; (iv) counsel to the Committee; (v) to the Buyers' counsel and other known Potential Bidders or their counsel; (vi) all parties who have submitted a Qualified Bid in the Rolling Auction; (vii) the offices of the Attorney General, local realty enforcement agencies, and local regulatory authorities for the states in which the Properties are located or where the Debtors' conduct business; (viii) the Environmental Protection Agency and the environmental protection agencies for the states in which the Properties are located or where the Debtors' conduct business; (ix) the Internal Revenue Service, the Securities and Exchange Commission, each state and local taxing authorities for the states in which the Properties are located or where the Debtors' conduct business; (x) all known and potential mechanic lien holders, if any, all parties who are known to claim interests in or a lien on the Assets and other parties that might claim a Lien in the Assets to be sold; (xi) the lessors under the Leases and non-debtor parties to contracts subject to assumption or rejection under the Agreement; (xii) all known holders of any product liability or environmental claim against the Debtors or Assets and (xiii) the Service List to the extent not duplicative of the foregoing, including all parties that have appeared and requested notice in these cases. To the extent the Debtors comply with the service provisions herein, such shall be good and sufficient, and no other notice of the Approval Hearing or the Proposed Sale shall be required.

V.

Objections. October 29, 2004, at 4:00 p.m. Eastern Standard Time shall be the last date to

file with the Clerk of this Court written objections to the Proposed Sale, to the proposed assumption and assignment of the Section 365 Contract or to the proposed Cure Amounts or adequate assurance of future performance, if any, related to the Section 365 Contracts; any such objections must also be served, *so as to be received* no later than 5:00 p.m. Eastern Standard Time on that same date, on (i) counsel for Debtor, Baker & Daniels, Attn: Jay Jaffe, 600 East 96th Street, Suite 600 Indianapolis, Indiana; (ii) counsel for the Buyer, Rob Brown and Mary Fullington, Wyatt, Tarrant & Combs, 1600 Lexington Financial Center, 250 West Main St, Lexington, KY 40507-1756; (iii) the Office of the United States Trustee; (iv) counsel for the Committee; (v) counsel to National City; (vi) the Mortgage Holders and their counsel, if any have appeared; and (vii) the Intervenors and their counsel.

W.

Retention of Jurisdiction. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

X.

Debtor's Authority. The Debtors are hereby authorized and empowered to take such steps, expend such sums of money, and do such other things as may be necessary to implement and effect the terms and requirements of this Order. Notwithstanding Bankruptcy Rules 6004(g) and 6006(d), this Order shall not be stayed for ten (10) days after the entry hereof and shall be effective and enforceable immediately upon signature hereof.

Y.

Adjournment of Approval Hearing. The Approval Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open Court or on the Court's calendar on the date

scheduled for the Approval Hearing or any adjourned date, provided that nothing herein shall be determined to prejudice any rights or remedies of Buyer contained in the Agreement.

Z.

Binding on Parties and Successor Trustee. This Order shall be binding on all parties and any trustee that may be appointed to administer the Debtors' estates in this Chapter 11 case or any succeeding Chapter 7 case.

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